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

Pat McCrory
Governor

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

Drexdal Pratt
Division Director

February 10, 2014

Susan K. Hackney
K&L Gates
P.O. Box 14210
Research Triangle Park, NC 27709-4210

Exempt from Review - Replacement Equipment

Facility:	High Point Regional Health
Project Description:	Replace existing Simulator with CT Simulator
County:	Guilford
FID #:	943251

Dear Ms. Hackney:

In response to your letter of February 4, 2014, 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 Phillips Brilliance CT Big Bore Oncology System Simulator to replace the existing Varian XimaVision, Model # CDX, Serial # 858140 Simulator. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory, if not already provided.

Moreover, you need to contact the Construction and Radiation Protection to determine if they have any requirements for development of the proposed project.

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

Sincerely,

Celia C. Inman
Project Analyst

Martha J. Frisone, Interim Chief
Certificate of Need Section

cc: Construction Section, DHSR
Radiation Protection Section, DHSR

Certificate of Need Section
www.ncdhhs.gov
Telephone: 919-855-3873 • Fax: 919-733-8139
Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603
Mailing Address: 2704 Mail Service Center •Raleigh, NC 27699-2704
An Equal Opportunity/ Affirmative Action Employer

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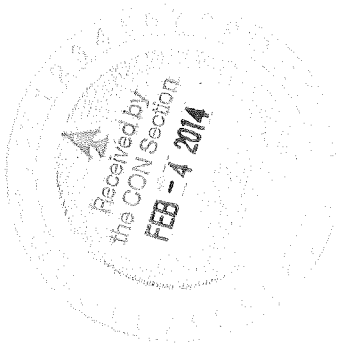
February 4, 2014



Via Hand Delivery
Ms. Martha Frisone, Chief
Ms. Celia Inman, Project Analyst
Certificate of Need Section
Division of Health Service Regulation
N.C. Department of Health and Human Services
809 Ruggles Drive
Raleigh, NC 27603

RE: Exemption Request for Replacement Equipment

Dear Ms. Frisone and Ms. Inman:

High Point Regional Health ("HPR UNC") seeks to acquire a Phillips Brilliance CT Big Bore Oncology System ("Replacement Equipment") from Phillips Healthcare ("Phillips"). The Replacement Equipment will replace HPR UNC's current Varian XimaVision Simulator ("Existing Equipment") which is used in the provision of radiation therapy services to patients at High Point Regional Health. It has recently become infeasible to operate the Existing Equipment because of mechanical and technical difficulties. Further, due to its age, the vendor has now expressed unwillingness to service the unit. The Existing Equipment is located at 601 North Elm Street, High Point, North Carolina and the Replacement Equipment will be installed in the same location. The purpose of this letter to provide the Agency with notice and to request a determination that HPR's purchase of the Replacement Equipment is exempt from Certificate of Need ("CON") review under the replacement equipment exemption provisions contained in N.C. Gen. Stat. § 131E-184(a)(7).

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

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

See N.C. Gen. Stat. § 131E-176(22a).

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

A. Cost of the Replacement Equipment

The total costs to acquire, install, and make operational the Replacement Equipment is $855,434.50, which includes: (1) construction costs of $214,995 with a $21,499.50 contingency budgeted; (2) equipment costs of $587,440 (fixed equipment and moveable equipment); (3) architect and engineering fees of $29,500; and (4) testing fees of $2,000. *See* Exhibit 1, Quote for Replacement Equipment; Exhibit 2, Proposed Total Capital Cost; Exhibit 3, Existing Equipment Disposal Letter. The construction costs that are needed to install and make the Replacement Equipment operational are shown in the letter from McCulloch England Associates Architects. *See* Exhibit 4, Construction Quote; *see also* Exhibit 2, Proposed Total Capital Cost. No other construction-related costs will be incurred for this project. The cost for the removal of the Existing Equipment is included in the price quotation of $583,440 for the Replacement Equipment itself. *See* Exhibit 1, Quote for Replacement Equipment, p. 16, § 14, p. 18 § 16.6; Exhibit 3, Existing Equipment Disposal Letter.

The total cost for acquiring the Replacement Equipment, installing the Replacement Equipment, and removing the Existing Equipment is $855,434.50. There will be no other construction costs or other capital costs associated with this replacement project. The cost is safely below the $2,000,000 threshold.

B. Comparable Equipment

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

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

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

HPR UNC intends to use the Replacement Equipment for substantially the same radiation simulation for which it has used the Existing Equipment. The Existing Equipment is a Varian XimaVision Simulator that was purchased in 1999 and installed new at HPR UNC in July, 2000. At that time, simulators were not considered to be new institutional health services and therefore were not regulated, so no Certificate of Need was issued for the Existing Equipment.

The Replacement Equipment will perform all procedures performed on the Existing Equipment. Although it possesses some expanded capabilities due to technological improvements, the Replacement Equipment will perform the same general range of CT simulation. *See* Exhibit 5, Brochure for Replacement Equipment. The Replacement Equipment is therefore "comparable medical equipment" as defined in Subsection (c).

Furthermore, HPR UNC does not intend to increase patient charges or per procedure operating expenses within the first 12 months after its acquisition. For further equipment comparison, please refer to Exhibit 6, the Equipment Comparison Chart.

Subsection (d) of the Regulation further provides:

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

10A N.C.A.C. 14C.0303(d). The Replacement Equipment will meet all three of the tests set out in Subsection (d).

The Replacement Equipment satisfies the technology and functionality tests in Subsection (1) and (2) as discussed above and identified in the Comparison Chart. *See* Exhibit 6, Equipment Comparison Chart. Both the Existing Equipment and the Replacement Equipment are used exclusively for curative and palliative treatment planning for radiation oncology, enabling HPR UNC to scan patients with immobilization devices, respiratory devices and other apparatus without compromising image quality or positioning. The Replacement Equipment is comparable to the Existing Equipment, but provides the advantages resulting from 14 years of technological improvements. For instance, the Replacement Equipment provides for 3-D images where the Existing Equipment was limited to 2-D. Further, the Replacement Equipment will not be used to provide a new health service.

Moreover, HPR UNC represents that use of the Replacement Equipment will not result in the types of expense or charge increase described in Subsection (d)(3).

C. Disposition of Equipment

As part of the proposal to acquire the Replacement Equipment from Phillips, Phillips will arrange to de-install the Existing Equipment. *See* Exhibit 1, Quote for Replacement Equipment, p. 16, § 14, p. 18 § 16.6; Exhibit 3, Existing Equipment Disposal Letter. Phillips will resell the Existing Equipment to International X-Ray and it will be placed into service outside of North Carolina. *See* Exhibit 3, Existing Equipment Disposal Letter.

CONCLUSION

Pursuant to these statutory provisions, and based upon the estimated costs to replace this equipment, it is our understanding that the replacement of the existing simulator equipment is exempt from the CON review process. High Point Regional respectfully requests written confirmation that the foregoing is correct.

In addition, we respectfully request that this request be considered on an **expedited basis** because HPR wishes to proceed with the replacement as soon as possible. Thank you in advance for your consideration. If you find that your need additional information, please do not hesitate to contact me at (336) 878-6095.

Sincerely,

Susan K. Hackney

Exhibits

Exhibit 1	Quote for Replacement Equipment
Exhibit 2	Proposed Total Capital Cost
Exhibit 3	Existing Equipment Disposal Letter
Exhibit 4	Construction Quote
Exhibit 5	Brochure for Replacement Equipment
Exhibit 6	Equipment Comparison Chart

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

PHILIPS

Quotation #: 1-122F7IL	**Rev:** 5	**Effective From:** 30-Dec-13	**To:** 13-Feb-14

Presented To:
HIGH POINT REGIONAL HOSPITAL
601 N ELM ST
HIGH POINT, NC 27262-4331

Tel:

Alternate Address:

Presented By:
Sheila Nicoll
Account Manager
Tel: (516) 220-1260
Fax:

Regional Manager
Tel:
Fax:

Date Printed: 30-Dec-13

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

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

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

Quote Solution Summary

Line #	Product	Qty	Price
	100026 Brilliance CT Big Bore	1	$583,440.00
		Equipment Total:	$583,440.00

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100026 Brilliance CT Big Bore	1	$583,440.00		$583,440.00
SVC0230 Value			$5,590.58	
VC1500 In-Warranty Coverage			$0.00	

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

Buying Group: NOVATION **Contract #: XR11011 CT**

Addt'l Terms:

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

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

Payment **0% Down, 80% Shipment, 20% Due When the Product is Available for First Patient Use, Net due 10 days from date of invoice**

Quote Summary

100026 Brilliance CT Big Bore

Qty	Product
1	**NNAC329 Br CT BB w Onc Entitlements**
1	NCTA485 Keyboard Language - English
1	NCTA020 Operator's Manual - English
1	NCTA170 Oncology
1	NCTD299 Pulmo Toolkit for Onco w/AB
1	NCTB110 Therapy Table Top Kit
1	**NCTC910 Tumor Loc**
1	NCTD293 O-MAR
1	NCTD373 LAP CARINAiso3 red(Floor)
1	NCTA082 30-min Console UPS
1	989605200561 Teal 100kVA Isotran LM
2	989801292078 Full Travel Package for OffSite Training
1	989801210007 Medrad Stellant ISI Interface Unit
1	SP005 Contract Labor
1	SP059Q Clinical Education Contract
1	SP019 Trade in Allowance

Options

Qty	Product
1	NCTD296 CT Simulation on Console
1	989801210064 MedRad Stellant D CT Injector-OH System

100026 Brilliance CT Big Bore

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

Line #	Part #	Description	Qty
1	**NNAC329	Br CT BB w Onc Entitlements	1

The Brilliance CT Big Bore base configuration combines a large bore CT and bariatric imaging couch with processing speed and dose management technologies into a solution designed for the multipurpose environment. Whether the need is for imaging in cases such as trauma, bariatric, interventional, radiation oncology or general radiology, the Brilliance CT Big Bore provides flexibility in scheduling, access when throughput is critical.

Brilliance Big Bore Key Features

- 85cm bore size and 60cm true scan field of view
- Bariatric couch which supports table load of up to 295 kg (650 lbs)
- iDose Iterative Reconstruction technology
- Dose management software that provides more options for achieving low dose without sacrificing image quality.
- Philips MRC X-Ray Tube
- 16-Slices per rotation

Features

MRC X-ray Tube

Philips' MRC tube dissipates heat as rapidly as it is collected, with an effective heat storage capacity far superior to a conventional ball bearing design. The MRC X-ray Tube Virtually motion-free focal spot guarantees optimized image quality.

Detector

Detector design is fundamental to the objective of acquiring high quality images while minimizing patient dose. Philips designs configuration-specific detectors that minimize the separation between elements to always provide the highest geometric detector efficiency. Direct-to-digital signal conversion with TACH technology reduces dose and improves image quality.

Generator

The Brilliance generator uses modern, low-voltage slip ring technology to provide a constant high voltage to the CT x-ray tube assembly.

Scan Times

0.44, 0.5, 0.75, 1, 1.5, 2 seconds for full 360° scans
0.29, 0.33 seconds for partial angle 240° scans

Reconstruction

iDose4 Iterative Reconstruction Technology

The iDose4 iterative reconstruction technique gives you control of the dial so you can personalize image quality based on your patients' needs at low dose. When used in combination with the advanced technologies of Philips CT scanner families, this 4th-generation reconstruction technique provides a unique approach to managing important factors in patient care – a new era in low-energy, low-dose and low-injected contrast imaging.

iDose4 reconstruction is achieved in seconds rather than minutes. iDose4 features the RapidView console – hardware advances designed specifically to satisfy performance requirements and processing power needed to allow iDose4 to be used routinely in inpatient, outpatient and emergency care settings. The design seamlessly integrates into your CT department, and provides the look and feel of conventional, high dose images without long processing times.

Adaptive filtering

Adaptive filters reduce pattern noise (streaks) in non-homogenous bodies, improving overall image quality.

RapidView 4D Reconstruction
RapidView 4D reconstruction is the result of years of advanced research, and was designed to satisfy the performance requirements and processing power needed to seamlessly integrate iDose4 into your department. RapidView 4D provides dramatic improvements in multiphase Pulmonary Retrospective 4D imaging workflow by displaying reconstructed retrospective images in under 4 minutes. This performance will allow clinicians to evaluate tumor motion within the patient's allotted simulation time slot. The RapidView 4D system employs true cone beam reconstruction algorithms and Philips-patented back projection hardware to provide the user with the images they require, without compromise in image quality. The following features are a part of the RapidView reconstruction:

ConeBeam Reconstruction Algorithm – COBRA

Philips patented Cone Beam Reconstruction Algorithm (COBRA) enables true three-dimensional data acquisition and reconstruction in helical scanning.

Dose Management
Philips' DoseWise philosophy is a set of principles and practices that ensures the best possible outcomes with minimal risk to patients and staff. The Brilliance CT Big Bore platform employs a number of features that help provide high dose efficiency.
NEMA XR-25 (DoseCheck)

DoseCheck enables the ability to set dose thresholds and provides alerts and notifications to the scan operator when radiation dose levels will be exceeded.
There are two threshold level values:

- Notification Values
- Alert Values

Notification values apply to a single image series, and Alert values apply to an overall exam. Both CTDIvol and Dose Length Product (DLP) values can be set.
For Alert values that will be exceeded, the system requires the user provide name and password information before proceeding to scan. Also, an additional indication will appear in the Dose Info Page Series when the Notification or Alert values have been exceeded during a scan.

DICOM Structured Report for Dose (DICOM SR)

Dose SR complies with the IEC, DICOM PS and IHE standards for dose reporting. The report includes CTDIvol and DLP dose values.

DoseRight ACS (Automatic Current Selection)

Personalizes the dose for each patient based on the planned scan by suggesting the lowest mAs settings to maintain consistent image quality at low dose throughout the scan.

DoseRight Angular Dose Modulation
Automatically controls the tube current angularly, increasing the signal over areas of higher attenuation (e.g., lateral) and decreasing signal over areas of less attenuation (e.g., anteroposterior).

DoseRight Z-DOM (Longitudinal Dose Modulation)

Automatically controls the tube current, adjusting the signal along the length of the scan, increasing the signal over regions of higher attenuation (e.g., shoulders, pelvis), and decreasing the signal over regions of less attenuation (e.g., neck, legs).

Dose Displays

- Volume Computed Tomography Dose Index (CTDIvol)
- Dose-Length Product (DLP)
- Dose Efficiency

Scan and Image Acquisition

Dedicated Oncology Protocols

Developed in collaboration with top cancer centers, dedicated oncology protocols provide simplicity for the CT sim therapist and ensure optimal results.

Locking Protocols
Prevents unapproved modification of scanning protocols through password-protection.

Scan Field of View

True scan field of view: 60 cm

Extrapolated field of view: 70 cm

Multi Surview Planning
Requested by radiation oncology users where patient positioning and alignment is critical, Multi Surview allows user to repeat the AP and LAT surviews until satisfied that their patient is properly aligned on the table top.

Spiral Scanning

Multiple contiguous slices acquired simultaneously with continuous table movement during scans allowing for multiple, bidirectional acquisitions

Axial Scanning
Multiple-slice scan with incremental table movement between scans

Dynamic Focal Spot

Dynamic Focal Spot (DFS) doubles the data sampling density from the detectors effectively doubling the number of detectors and providing ultra-high spatial resolution in axial and spiral scanning.

Dedicated Pediatric Protocols

Developed in collaboration with top children's hospitals, age and weight-based infant and pediatric protocols enhance image quality at low dose.

Dual Surview Planning

Provides flexibility in exam planning with both anteroposterior and lateral surviews.
Test Injection Bolus Timing

Establishes the optimum contrast injection delay time using a test injection. A real-time graph of the enhancement in a selected region of interest is displayed. The delay time is then selected to provide optimal peak contrast enhancement and reduced contrast usage.

Bolus Tracking
An automated injection planning technique that permits a user to monitor actual contrast enhancement and to initiate scanning at a pre-determined enhancement level. Combine with SAS for full automation.

Spiral Auto Start

Spiral Auto Start allows the injector to communicate with the scanner. This allows the technologist to monitor the contrast injection and to start the scan (with a predetermined delay) while in the scan room.

Image Management, Storage, and Filming
DICOM 3.0-compliant image format. Lossless image compression/decompression is used during image storage/retrieval to/from all local storage areas. Images can be auto-stored to selected archive media

- 292 GB Hard Disk
- Image Storage Capacity 512 X 512 Image Matrix = 500,000 typical number of uncompressed images

DVD-RAM Storage

Provides a solution for data storage. DVD-RAM disks are written in a proprietary Philips format and are able to be read only on Philips EBW (v3.0.1 or higher), IntelliSpace Portal, and CT scanner units (v2.3 or higher) with a DVD-RAM drive.

- 4.7 GB DVD Image Storage Capacity: 512 X 512 Image Matrix = 15,000 typical number of compressed images

Filming

Allows the user to set up and store filming parameters. Pre-stored protocols can be set to include auto-filming. The operator can film immediately after each image, at the end of a series, or after the end of a study, and review images before printing. The operator can also automatically film the study at three different windows and incorporate Combine Images functionality to manage large datasets. Basic monochrome and color DICOM print capability are supported.

Networking

Network connections should be located within 10 feet of the console. The Brilliance CT supports 10/100/1000Mbps (10/100/1000BaseT) network speeds. For optimal performance, Philips recommends a minimum of 100Mbps network speed (1Gbps preferred) and for the CT network to be segmented from the rest of the hospital network.

DICOM Connectivity

Full implementation of the DICOM 3.0 communications protocol allows connectivity to DICOM 3.0 compliant scanners, workstations, and printers; supports IHE requirements for DICOM Connectivity. Further details on connectivity and interoperability are provided within the DICOM Conformance statement.

CD Writer
A Compact Disk (CD) drive creates a CD with DICOM images plus DICOM image viewing software, on very low cost CD media. The CD Writer permits a standard PC with a built-in CD drive to view and perform basic manipulation, such as zoom, pan, and window level, on the DICOM images stored on the CD.

- Image Storage Capacity: 512 X 512 Image Matrix = 1,200 typical number of uncompressed images

Operator Console, Patient Handling, and Setup

Operator Console

The operator console is configured with a dual monitor display, keyboard and mouse connected to a CT host computer offering the Brilliance Workspace user environment which supports scan planning, acquisition, reconstruction, visualization and archiving of CT data.

Manual Scan
Places slice-by-slice scans under operator control with on-line or off-line reconstruction, background image archiving to local or remote storage devices. At any time, the operator is able to switch from automatic to manual scan and back.

Automatic Scan

Enables automatic execution of pre-planned studies, with concurrent, on-line or off-line reconstruction, background image archiving to local or remote storage devices, without operator intervention

Patient Handling System

The patient handling system is comprised of the Brilliance CT Big Bore gantry and patient couch support.

Gantry

The gantry consists of two scan control panels, one on each side of the front gantry panel, for gantry tilt, patient couch elevation and stroke. A separate gantry scan control box is located at the operator console and includes functions such as emergency stop, intercom, and scan enable/pause buttons in addition to the controls of the gantry.

- Gantry Aperture: 85 cm diameter
- Gantry Tilt: -30 degrees to +30 degrees

Intercom System

The intercom system provides two-way communication between the gantry and the console area. A standard set of commands for patient communication before, during and after scanning is available in several pre-selected languages. Customized messages can also be created. Pre-selected languages available include: English, Hebrew, German, French, Arabic, Danish, Spanish, Russian, Swedish, Italian, Georgian, Chinese, Japanese, Turkish and Portuguese.

Automatic Procedure Selection

Maps the procedure selection from the HIS-RIS with individual scan protocol(s) simplifying the scanning process. Only the most relevant scan protocol(s) for any requested procedure are shown to the user, ensuring that only the desired scanning procedures are performed. This is especially useful for infrequent users of the CT scanner.

Patient Couch

The patient couch is designed to address positional accuracy requirements for absolute patient marking in radiation oncology and to meet the growing need to support bariatric CT imaging. The patient couch consists of a carbon-fiber table top with foot pedal and handrail control for easy positioning and quick release. The couch is designed to support a load capacity of 295kg (650 lbs). The following components are included:

Radiology Flat Top Kit

This kit, comprised of a wide accessory flat top, wide mattress pad and extra-long patient restraint straps, provides additional comfort and security for patients. A quality assurance phantom holder fitted for the flat top is also included. Note: This flat top is not qualified for oncology radiation therapy usage.

Table Accessories

From extra padding to optimal support, these table accessories prevent fatigue and discomfort and give both patients and technologists a sense of security: patient restraint kit, table extension, standard head holder, table pad, IV Pole, arm rests, cushions, and pads.

Also Includes

- *Expert Protocol Planning*
- *Preset Post-Processing*
- *DICOM Modality Worklist*
- *Prefetch Study*
- *Split Study*

Applications

CT Reporting
Provides reporting capabilities for paper print of clinical results from the Philips Brilliance Workspace including display of key images and results frames. The report is available for paper or electronic distribution to referring physicians, patients, or for medical records. Each report is editable and new default templates can be easily created and included in the system configuration. The report can be saved as a PDF file for digital transfer or printed as ap aper report.

The CT Reporting package includes all applications-specific reports when the application itself is purchased separately

Surview Plan
Planning via interactive mouse control of multiple, independent acquisition series of any type on Surview image.

Image Processing

The interactive image viewer is designed for fast, efficient and simple image review and filming purposes. Images can be handled individually or in user-selected groups.

- Image viewer window: Displays a single image or a selection of images.
- Zoom & Pan: Magnification from 0.8 to 10 times
- Scroll Bar, Leaf and Cine, Invert Image, Image Parameters Display

Organ ID

Automatically isolates lung images for better viewing, including lung limit detection, zoom and pan setting, lung windowing, image enhancement, and image filming.

Image Graphics

To help interpret clinical images, a variety of text and graphic aids can be individually positioned and manipulated with the mouse:

- Text annotation
- Cursors for pixel value measurements.
- Regions of Interest (ROI) - elliptical, rectangular, curved or freehand, with instantaneous calculation and display of area, average pixel value and standard deviation. Values of several ROIs may be added or subtracted.

- Lines, grid and scales for distance measurements, curved and freehand lines for measuring any shape.
- Arrows for pointing to features.
- Angle measurements.
- Histogram of pixel values in a user-defined region of interest.
- Profile of the pixel values along any line.
- Grid with adjustable spacing for distance assessment

Window Control

Eight user-defined preset windows provide fast and convenient window setting. Mouse-driven fine adjustments of the window center and width enable optimal image viewing

- Highlight Window: paints user-defined range of CT densities in color.
- Double Window: Simultaneous displays two independent CT density ranges on the same image, i.e. thorax slice with lung and mediastinum windows
- Invert Window: Ability to toggle between negative and positive image.

Also Includes

- *Quantitative CT Measurement Tool*
- *Volume Rendering*
- *Custom Image Filters*
- *CT Viewer*

ScanTools and ScanTools Pro

The ScanTools package of advanced components and productivity features streamlines routine imaging studies, and comes standard with your scanner. ScanTools Pro is a supplemental set of tools standard on your scanner that enhances productivity, workflow, and diagnostic confidence. The components of ScanTools and ScanTools Pro are located throughout the quote under the appropriate headings.

Siting information

Power Requirements
- 200/208/240/380/400/416/480/500 VAC at 100 kVA and 50/60Hz
- Three-phase distribution source

Clinical Education Program for Brilliance CT Big Bore Oncology

Essentials OffSite Education: Philips will provide two (2) lead simulation therapists, as selected by customer, with in-depth lectures covering basic clinical applications, Philips-specific imaging techniques, protocol optimization and scan parameters. A Brilliance CT "system emulator" is used during the lab sessions to simulate all basic scanning operations without x-ray exposure. Students will graduate from this class with an 80% understanding of the base system functionality. The remaining 20% is covered during the Handover OnSite experience. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration, geography, 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

Line #	Part #	Description	Qty

registration. This class is a prerequisite to your equipment handover OnSite Education, and should be attended no earlier than two weeks prior to system installation. ASRT CEU credits may be available for each participant that meets the Guidelines provided by Philips during the scheduling process. **Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292078 (CT Full Travel Pkg OffSite) is purchased with all OffSite courses.**

Handover OnSite Education: Clinical Education Specialists will provide twenty-four (24) hours of education for up to three (3) dedicated Therapy staff members. This training will encompass all aspects of data acquisition for CT Simulation. Monday is reserved for acceptance testing and commissioning if required. ASRT CEU credits may be available if the participant meets the Philips Guidelines. 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.

Follow-Up OnSite Education: Clinical Education Specialists will provide twenty-four (24) hours of education for up to three (3) dedicated Therapy staff members, selected by customer. This course covers Tumor LOC and Respiratory Correlated Imaging. Schedule patients based on Training Guidelines. ASRT and MDCB credits may be available if the participant meets the Philips Guidelines. Note: 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 that 989801292077 (CT Cross Trainer Module) and 989801292221 (CT Cross Sectional Anatomy Module) are purchased.

Note: The North America Clinical Education Specialists for Oncology are a team of Certified Medical Dosimetrists and registered Radiation Therapist with expert level knowledge of radiotherapy treatment planning and CT simulation.

Education expires one (1) year from equipment installation date (or purchase date if sold separately).
Ref #234194080-100614

2	**NCTA485	**Keyboard Language - English**	1
3	**NCTA020	**Operator's Manual - English**	1

Operator's Manual
- English

4	**NCTA170	**Oncology**	1

Primary Use of Scanner
- Oncology

5	**NCTD299	**Pulmo Toolkit for Onco w/AB**	1

The Pulmonary Toolkit for Oncology includes three different modes of operation and supports two respiratory sensor devices. Pulmonary Viewer and 0.4 second rotation speed are also included.

Prospective Axial enables the user to trigger an axial scan at a particular breath level (threshold). The clinical usefulness in diagnostic radiology is that it minimizes artifacts due to respiratory motion for those patients who are not able to hold their breath during the scan. In radiation oncology, the prospective axial dataset may be used for planning gated treatments. By matching the scan phase with the treatment phase the clinician can be assured of providing the CT simulation plan that delivers the highest tumorcidal dose while maximizing the amount of healthy tissue that is spared.

Prospective Spiral enables the user to visualize the breathing waveform and begin a spiral scan at

a desired breath level. This mode is used in conjunction with breath-hold imaging (typically followed by breath-hold gated treatments).

Retrospective Spiral (4D CT) results in the ability to generate multiple phases allowing for visualization of motion during the respiratory cycle. This mode entails acquiring an over-sampled ultra low pitch spiral scan of the thorax or desired area, and correlating it in reconstruction with the patient's breathing. The resulting images can be used to assess motion of the tumor and critical organs, make decisions about gating the radiotherapy delivery, and delineate a target volume that encompasses the entire range of tumor motion. In addition to conventional phase-based binning, the 4D CT mode also features TrueImage 4D Amplitude Binning. Amplitude Binning for 4D correlated imaging uses a proprietary algorithm that utilizes the amplitude of the respiratory signal in addition to phase information when creating retrospective 4D-CT volumes. This approach can help reduce artifacts and enhance image quality for 4D studies for patients with uneven breathing patterns. Amplitude Binning is compatible with the Philips Bellows and Varian RPM respiratory gating devices.

The Philips Bellows device is a pneumatic mechanism placed around the patient's chest for dynamically observing changes in pressure caused by respiratory motion via a transducer linked to the Brilliance CT scanner.

Another supported respiratory sensor is the Varian RPMTM, for which an interface cable is provided. The Varian RPMTM device itself is not included. The customer should contact their Varian Medical Systems representative to ensure their RPM configuration is correct for the Philips Brilliance CT. RPM 1.6 and 1.7 are compatible.

Pulmonary Viewer is a dedicated software package to aid the clinician in making radiation therapy treatment planning decisions. Pulmonary Viewer provides the ability to visualize one or multiple respiratory phases, analyze and determine extent of motion, and review the patient's respiratory waveform. The comprehensive set of user tools includes cine mode with adjustable speed for visualizing motion over time and interactive slab-MIP tools.

6 **NCTB110 **Therapy Table Top Kit** 1

A comprehensive patient positioning system, the Brilliance Therapy Tabletop Kit is designed to enhance treatment effectiveness and ensure maximum clinical efficiency. Featuring Indexed Immobilizationtm (trademark of Varian Medical Systems Inc), patient setup time is reduced and positioning for subsequent scans and treatment is easily duplicated. The Therapy Tabletop supports immobilization accessories that deliver the precision required for conformal and stereotactic procedures. These accessories significantly enhance positioning accuracy and patient comfort. The indexed surface allows the positioning system to be locked into place according to the treatment plan's specifications.

The kit includes the Therapy Tabletop, Phantom Holder, water level phantom, and laser calibration bar. The Phantom Holder fits over the Therapy Tabletop, allowing the user to run calibrations with the QA phantom while the Therapy Tabletop is still attached.

Pre-requisite: Bayonnet style couch is required. The Therapy Tabletop cannot be used to support the iCT calibration phantom.

7 **NCTC910 **Tumor Loc** 1

This Brilliance CT Tumor Localization package meets the clinical requirements of oncology departments where segmentation and localization can be completed directly on the CT display console. The package provides tools to assist in Isocenter localization and simple CT Simulation. In addition to standard studies, these tools are available for respiratory correlated studies, including all phase information. Visualization capabilities within the Tumor LOC package include the generation of Digitally Reconstructed Radiographs (DRR), Digitally Composited Radiographs (DCR), and Multiplanar reformatted images (MPR). Additionally, the package provides the ability to manage different window/level settings to aid in generating the best images possible. Special visualization tools for respiratory correlated scans are also included.

- Segmentation and localization.
- Efficient advanced contouring of external and critical structures in preparation for the radiotherapy treatment planning process.
- Visualization and analysis tools can be utilized to evaluate the treatment volume(s)
- Tools for visualizing and analyzing respiratory correlated datasets (4D)

This Brilliance CT Tumor Localization Package has been specially configured to:
- Provide additional Brilliance Big Bore Scanner display console functionality that allows for increased productivity and improved workflow by minimizing CT simulation time, and enhancing the patient marking process.

Brilliance CT Tumor LOC Basic Software License:

Features and capabilities provided by the Brilliance CT Tumor LOC software include:

Contour-Based Segmentation Package: Consists of drawing and editing tools for drawing contours and maintaining groups of contours used in hand segmenting image data. Tools also exist for interpolation functions for automatic and semi-automatic segmentation. Automated generation of an external contour can be preselected as a user defined preset.

Virtual Fluoroscopy using orthogonal beam divergent DRR's for isocenter and beam border placement.

Interpolate algorithm provides interactive, shape based interpolation. A Smart algorithm fills in any number of irregularly contoured slices, Interpolated contours may be edited, accepted or rejected.

Isocenter Management:

Isocenter menu to support and manage multiple isocenters. Supports the generation of separate isocenters for multiple target volumes or general regions. Marked and final Isocenters are reported and displayed in the Localization package for easy confirmation of a physical simulation session. A record of the simulation session may be printed on a standard printer. If configured, RT Plan can easily be exported to the laser system for a more streamlined marking procedure. Tumor LOC is only compatible with LAP CT-4-3 lasers. DicomConnect plugin from LAP is necessary in order for the automatic transfer of isocenter coordinates to work.

Isocenters and structure sets can be transmitted to a compatible RTP System capable of receiving DICOM RT structure set, plan, and RT Image.

2D Image Analysis: Enables viewing of the data exactly as it was acquired, prior to any interpolation and with no preprocessing.

Markers: Permits the display of a fixed marker (cross hairs, axis or grid) on the screen as an aid in isocenter marking, or image positioning.
Screen Annotation: Allows the operator to toggle selected screen annotations on and off.
Archive: Allows the user to archive a patient study from disk onto selected archive media.
Information: Displays the study's original scan information, including the number of slices in the study, slice thickness, etc. Can be displayed at any time during an analysis.
Control of Window/Level: Allows adjustment to achieve optimal viewing parameters.
Measurement Package: Provides the density value (in Hounsfield units if CT) of a particular point on an image. Computes distances along straight lines.
Pan: Permits the repositioning of any image within a viewport.

Tools to allow visualization of organ motion and to assist physician in determining best treatment are the following:
Import of multiple phase datasets as well as a routine CT
Contour on any phase and apply it to a chosen primary phase
Dynamic DRR/DCR
Dynamic MPR & Axial
Maximum, minimum, and average intensity projection dataset generation

Remarks: The Brilliance Tumor LOC will now be available on the Brilliance Big Bore CT Configuration as an option

8 **NCTD293 O-MAR 1

Metal Artifact Reduction for Orthopedic implants reduces artifacts in image data caused by high density metal objects such as prosthetic hip replacements. This artifact reduction may aid diagnosis and help treatment planning accuracy by enhancing visualization of critical structures and target volumes

Prerequisite: For installed base upgrades on Brilliance 64-Channel, Brilliance 64-Channel w/ Essence technology, iCT SP, and iCT, O-MAR requires iDose4 installed

9 **NCTD373 LAP CARINAiso3 red(Floor) 1

LAP DORADO 3 CT Simulation Laser System with three red movable lasers for identifying the isocenter location: One Ceiling-mounted Sagittal Laser, and two (Side) Lasers mounted on floor posts on each side of the patient support. The LAP laser system along with the CARINAiso software and control console completes the integration of Tumor L.O.C. CARINAiso software imports patient's surface, isocenter, MLC and field information, along with patient orientation and patient data to enable automatic movement of lasers to patient marking position. LAP will provide one (1) year warranty, preinstallation support by email and phone, and one (1) on-site visit for installation and training of two (2) days duration.

Note: Transfer of isocenter position from Tumor LOC to CARINAiso for automatic movement of laser to patient marking position is only applicable if system has Tumor LOC and an absolute marking couch (ie. Brilliance Big Bore).

10 **NCTA082 30-min Console UPS 1

Uninterruptible Power Supply (UPS) provides up to 30 minutes of battery backup for computer/reconstruction system.

Line #	Part #	Description	Qty
11	**989605200561	Teal 100kVA Isotran LM	1
12	**989801292078	Full Travel Package for OffSite Training	2

Includes one (1) participant's airfare from North American customer location to Cleveland, Ohio, with modest 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.
Expires one (1) year from the earlier of equipment delivery date or purchase date.

13	**989801210007	Medrad Stellant ISI Interface Unit	1

Medrad Stellant "ISI Interface Unit: Medrad Catalog # 3010434 The Medrad Stellant "ISI" Interface Unit provides the needed interface between the Stellant CT Injector and the SAS Option of the Brilliance CT Scanner.

14	SP005	Contract Labor	1

deinstall and remove the conventional sim

15	SP059Q	Clinical Education Contract	1

Customer may request clinical education training. Commencing on warranty start date, for a period of 1 year. Training chosen from Philips course catalog. available at the time training is requested. The current value for the training in this quotation is $12,000. Courses may be requested at any time during the Training Contract Period.

- Guided pathways to clinical excellence Imaging Systems continuing education course catalog
- Education designed around you Ultrasound course catalog
- Philips online Learning Center www.philips.com/learningcenter
- Some additional clinical education programs may apply.

Selections can be made across one or any of these modalities:

- Computed Tomography (CT)
- Cardiovascular (CV)
- General X-Ray (GXR)
- Hybrid
- Magnetic Resonance (MR)
- Nuclear Medicine (NM)
- CT Simulation and Treatment Planning (Oncology)
- Ultrasound

Courses include a variety of delivery formats including:

- Onsite, at your facility
- Offsite at the Cleveland Education Center the Atlanta Alpharetta Customer Solutions Center and other Philips locations
- Remote Clinical Education (RCE), using Philips Remote Services (PRS) technology from a secure Philips location - „seeing the images you are seeing in real time Virtual Instructor-led Training (VILT)
- Online, including over 650 self-directed learning activities and ASRT-approved courses

As Customer requests Training, the monetary level (equal to the current list price for the training described above) will be reduced by Philips then current published list price for the Training, multiplied by the number of Trainees scheduled to attend the Training. Subject to the terms and conditions in this agreement, Philips will provide requested Training during the Training Contract Period until the monetary level of Training stated above is exhausted or falls below the then current published list price of the requested Training. Training coverage expires at the end of the Training Contract Period and no credit for any unused funds may be carried forward to the next year.

Training may be conducted at Philips training facilities, the Customer location(s) described in this Agreement ("Customer Site(s)"), through on-line or remote training or at a third party location as determined by Philips. Customer is responsible for scheduling Training for its employees ("Trainee(s)"). Philips will make reasonable efforts to accommodate Customers scheduling requests. All Training is subject to availability. Philips reserves the right to cancel or reschedule courses at its sole discretion. Trainee(s) must meet the minimum admission requirements set forth in the course syllabus, must satisfy all prerequisites prior to admission and may be required to sign or acknowledge Philips safety checklist prior to receiving Training. PHILIPS MAKES NO WARRANTY THAT ANY TRAINEE WILL PASS ALL OR ANY PORTION OF THE TRAINING COURSES PROVIDED OR THAT THE TRAINING WILL RESULT IN ANY TRAINEE BEING QUALIFIED OR ABLE TO OPERATE THE PRODUCTS.

Unless otherwise indicated in this agreement, all travel and living expenses incurred by the Trainee(s) will be borne by Customer.

To receive remote Training Customer must provide Philips a secure location to store a Philips remote services ("PRS") router (or a Customer owned router acceptable to Philips) for connection to the products and Customer network; provide Philips appropriate access to the PRS router to enable Philips to access the products remotely; provide Philips with a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable to establish a successful connection to the products through the Philips PRS and Customers network for Philips use in remote Training, transmitting automated status notification from the products and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services and aggregation into new services). Unless Philips determines in its sole discretion that the products cannot be connected to the PRS, then Customers failure to provide the access described in this paragraph will constitute Customers waiver of its rights to remote Training under this Agreement.Customer must identify one Customer representative to Philips in writing who will manage and be responsible for Customers selection and scheduling of all Training to be provided by Philips.

16 SP019 Trade in Allowance 1

Customer represents and warrants that (i) Customer has, and shall have when title passes, good and marketable title to the equipment being traded in and (ii) has the authority to effect such trade in.

Product: Varian ECLIPSE
Serial Number: 1-HAL25X
Manufacturer: VARIAN MEDICAL SYSTEMS

Trade-In authorization number:	31859
Trade-In Value:	$0.00
De-install Date:	2/17/2014

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

1. Customer represents and warrants that Customer has good and marketable title to the Trade-In as of the date of this Quotation and will have good and marketable title when Philips removes the Trade-In from Customer's site (the "Removal Date");
2. Title to the Trade-In shall pass from Customer to Philips on the Removal Date, unless otherwise agreed by Philips and the Customer;
3. Notwithstanding anything to the contrary in any Business Associate Addendum, Customer represents and warrants that as of the Removal Date all Protected Health Information will have been de-identified or removed from the Trade-In;
4. Philips may test and inspect the Trade-In prior to de-installation. If the condition of the Trade-In is not substantially the same on the Removal Date (ordinary wear and tear excepted) as it is identified on the System Disclosure Form, then Philips may reduce the price quoted for the Trade-In;
5. If the removal date is delayed until after the De-Install Date, unless Philips causes the delay, then Philips may reduce the price quoted for the Trade-In by six percent (6%) per month.
6. Philips is responsible for normal de-installation costs of the Trade-In.
7. The trade-in value will not include costs associated for any facility modifications and/or rigging required for de-installation and must be accounted for separately.
8. Customer is responsible for all plumbing necessary to properly drain coolant from chiller system and cap the lines.
9. Prior to the Removal Date, Customer shall remove from the room all equipment that is not being de-installed.

LIST PRICE	$1,193,000.00
DISCOUNT	$609,560.00
NET PRICE	$583,440.00

Buying Group: NOVATION Contract #: XR11011 CT

Addt'l Terms:

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

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

Price above does not include any applicable sales taxes.

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

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

Tax Status:

Taxable_____ Tax Exempt_____

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

Delivery/Installation Address:

_____

_____

_____

Contact Phone #:

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Purchaser approval as quoted:

Kimberly A Crum

Date:

12/30/2013

Title:

Vice President / CFO

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	**NCTD296	**CT Simulation on Console**	1	$12,062.50	$12,062.50	_____

This application adds the capabilities to Tumor LOC to enable CT simulation on the scanner console. This can provide workflow flexibility and productivity in situations such as emergency simulations, "Sim and Treat", and simple simulation cases. |

Simulation capabilities include:

- Multiple radiotherapy machine characterizations
- Visualization and analysis of multiple treatment beams
- Beam modifiers such as blocking and MLC capabilities

Note: Tumor LOC is a prerequisite.

2	**989801210064	**MedRad Stellant D CT Injector-OH System**	1	$23,251.68	$23,251.68	_____

Medrad Stellant D CT - Dual Syringe - Overhead System:

Medrad Catalog # SCT 212

The Stellant D CT Injection System is comprised of the injector head located in the screening room and a touch screen Display Control Unit (DCU) and Base unit, which is typically located in the control room. The three components are connected by a communication link.

Control console system with Dual 200 ml variable speed injector head with automatic docking, Auto Advance and Auto retract. Includes touch screen display input, 75 ft. cable to control console, injector head overhead mount, operation manual and two 200 ml syringe kits.

Philips representatives are responsible for the unpacking, assembly and installation of the CT Injector equipment. Medrad will be available for technical assistance, by phone: call (412) 767-2400. Medrad will also provide an operational checkout, final calibration, in-service of the equipment and initial applications training. Please contact the local Medrad sales office at least two weeks in advance to schedule installation. Call (412) 767-2400.

Philips does not warranty the Medrad Stellant CT Injector System but will pass on the Medrad warranty. Medrad warrants each new injector system; including control unit, display control, remote panel and injector head sold in North America and Europe against defects in material and workmanship, under proper, normal use and service for a period of one year (12 months) from the date of installation. There will be no charge for any action deemed necessary by Medrad, including parts, travel, or labor to fulfill the terms of the warranty, during normal business hours (8:30am to 5:00pm, local time, Monday through Friday, except holidays).

Not compatible with PQ/UltraZ/Mx8000 injector Interface. NOT compatible with MCT8651 SAS Spiral Auto Start on Mx8000.

Philips Standard Terms and Conditions of Sale

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

LICENSED SOFTWARE

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

2. Modifications.

2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.

2.2 The Licensed Software is licensed to Customer on the basis that (i) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (ii) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

071612 (Rev I)

Schedule 1

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

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

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

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

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

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

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

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

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

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

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

PHILIPS PRODUCT WARRANTY

COMPUTED TOMOGRAPHY (CT) 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 (12) MONTH SYSTEM WARRANTY
Philips warrants to Customer that the Philips CT System (the "System") will be free from defects in material and manufacturing workmanship for a period of twelve (12) months after completion of installation or availability for patient use, whichever occurs first. If an X-ray tube, Chiller Unit, Power Conditioner Unit, CT Injector Unit, Option, Upgrade or Accessory is purchased from Philips, they will be covered by the special warranty set forth below.

PLANNED MAINTENANCE
During the warranty period, Philips service 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., excluding Philips observed holidays.

SYSTEM OPTIONS, UPGRADES OR ACCESSORIES
Any commercially available options, upgrades, or accessories for the System which are delivered and/or installed on the System during the original term of the System warranty shall be subject to the same 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 option, upgrade or accessory is installed, b) after ninety (90) days for parts only from the date of installation. Any commercially available options, upgrades, or accessories for the System which are delivered and/or installed on the System after the original term of the System warranty has expired shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire the later of: a) after ninety (90) days for parts only from the date of installation, or b) on the twelve (12) month renewal date of any current service agreement then in effect on the System.

X-RAY TUBE WARRANTY
BRILLIANCE CT SERIES -MRC X-RAY TUBES:
INGENUITY CT SERIES - MRC X-RAY TUBES:
ICT SERIES - MRC X-RAY TUBES:
MX16 SERIES – CTR2150 X-RAY TUBES:
The CT X-ray Tube ("tube") warranty period is for twelve (12) months from the date of installation or availability for patient use, whichever occurs first. If a tube becomes inoperative or fails when operated within this twelve (12) month warranty period, upon return of the tube, Philips will provide a replacement tube at no additional charge. The replacement tube will be warranted for the balance of the original twelve (12) month warranty.

All claims under this Tube warranty must be made within sixty (60) days of failure, or fourteen (14) months of (1) the date of installation (if installation of the tube is performed by Philips) or (2) the delivery (if installation of the tube is not performed by Philips), which ever comes first.

CHILLER UNIT, POWER CONDITIONER UNIT OR INJECTOR UNIT WARRANTY
The System can be purchased with an optional Chiller Unit, Power Conditioner Unit or Injector Unit. If any of these Units are purchased with the System, Philips will include these Units under the twelve (12) month System warranty as an OEM Warranty pass through. Authorized representatives of the Original Equipment Manufacturer will perform warranty service on each of these units.

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. "Updates" shall mean changes to the right of the decimal point for the software shipped with the product

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 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 new components. 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; operation of the system outside its environmental, electrical, or performance specifications; 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 PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO THIS SYSTEM (INCLUDING THE SOFTWARE PROVIDED WITH THE SYSTEM) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE SYSTEM, THE SOFTWARE, 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. Customer Support 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 03551 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	HIGH POINT REGIONAL HOSPITAL
Address	601 N ELM ST HIGH POINT, NC 27262-4331

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	Sheila Nicoll
Title	
Telephone	(516) 220-1260
Fax	
e-mail	
Signature	

Company Contact

Name	
Title	
Telephone	
Fax	
e-mail	
Signature	

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

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

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

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

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

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

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

PHILIPS

Quotation #: 1-122F7IL	**Rev.** 5	**Effective From:** 12/30/2013	**To:** 02/13/2014

Presented To:
HIGH POINT REGIONAL HOSPITAL
601 N ELM ST
HIGH POINT, NC 27262-4331

Tel:

Alternate Address:

Presented By:
Sheila Nicoll
Account Manager
Tel: (516) 220-1260
Fax:

Regional Manager
Tel:
Fax:

Date Printed: 30-Dec-13

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
100026 Brilliance CT Big Bore	48	1	SVC0230 Philips RightFit Service Agreement Value
100026 Brilliance CT Big Bore	12	1	VC1500 Supplemental In-Warranty Coverage

Home Office Use Only		
Site #	**Start Date**	**End Date**

POINT OF SALE SERVICE CONTRACT SECTION

Philips Ultrasound Customer Services Ranked #1 by Customers in IMV ServiceTrakTM All Systems Survey in 2012 for the 20th consecutive year

Item #	Part #	Description
1	SVC0230	**Philips RightFit Service Agreement Value**

Thank you for the opportunity to provide this proposed Philips RightFit Service Agreement. Our Value Service Agreement offers you basic care, a hands-on relationship with Philips, and open communications.

LABOR:

- Labor and travel coverage for on-site service 8:00 am - 5:00 pm, Monday - Friday, excluding Philips published holidays.
- Bank of labor hours - 100 hours for CT equipment annually. This provides labor coverage up to a maximum number of labor hours._ Planned Maintenance and travel are covered at 100% and do not deduct from your labor bank hours. If the annual labor cap is exceeded, any additional labor needs will be provided on a billable basis using Philips preferred Labor Rates. When the annual anniversary date is reached, the labor bank will be reset for another year.
- Preferential Scheduling of service calls for service contract customers.
- On-Site Response. At customer's request, Philips service goal is to be on-site the next business day.
- 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 CT systems is 2 - 6 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.
- Next Day Parts Delivery. This provides delivery of parts needed during the next standard p.m. business day. (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.
- 10% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.

CUSTOMER CARE SOLUTIONS CENTER:

- 24/7 Technical telephone support.
- Remote Services. This supports remote system diagnostics and monitoring. Philips equipment is connected via an Internet secure single point of access network to our 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 **SVC00260** **On site Response time : 4 hours**

On Site Labor Response - includes preferential scheduling of service calls. It is Philips goal to be on-site within an average of 4 hours (where available) of your call.

1.2 **SVC00826** **Tube Coverage Brilliance CT Big Bore-Low**

Multi-Slice CT Tube replacement as needed during the agreement term for the Brilliance CT Big Bore system. This coverage option is for low usage which equates to approximately 10 patients per day, 3640 procedures per year and 85,000 scan seconds per year. Overage charges are determined by measuring scan seconds per year. Tube replacements will be performed during standard working hours (M-F: 8:00 a.m.-5 p.m.). If the actual scan seconds in any one year agreement period exceed 85,000, then at the annual anniversary of the agreement, a $0.50 charge per each scan second in excess will apply. If the actual scan seconds in any one year agreement period exceed the agreement coverage by greater than twenty-five percent (25%), then at the anniversary of the contract, the CT Tube replacement coverage will be adjusted upward to the next coverage level for the remainder of the agreement term and previous year overage charges will be waived.

Service Plan: SVC0230 Philips RightFit Service Agreement Value
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
☒	48 Monthly Payments at	$7,658	$5,591	$7,658	$5,591
☐	16 Quarterly Payments at	$22,975	$16,772	$22,975	$16,772
☐	4 Yearly Payments at	$91,900	$67,087	$91,900	$67,087
☐	Single Payment at	$367,600	$268,348	$367,600	$268,348

*** 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: NOVATION **Contract #:** XR11011 CT

Addt'l Terms:

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

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

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 Kimberly S. Crews
Customer Signature

Kimberly S. Crews
Printed Name

Title Vice President/CFO Date 12/30/2013

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 _____

Item #	Part #	Description
2	VC1500	**Supplemental In-Warranty Coverage**

"Supplemental In-Warranty Coverage" are specified, if selected, in the options portion of this agreement. If nothing is selected in the options portion of this agreement, then no additional entitlements are provided.

Service Plan: VC1500 Supplemental In-Warranty Coverage

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
☐	12 Monthly Payments at	$0	$0	$0	$0
☐	4 Quarterly Payments at	$0	$0	$0	$0
☐	1 Yearly Payment at	$0	$0	$0	$0
☐	Single Payment at	$0	$0	$0	$0

*** 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: NOVATION **Contract #:** XR11011 CT

Addt'l Terms:

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

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

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 Kimberly S Crews
Customer Signature

Kimberly S. Crews
Printed Name

Title Vice President | CFO Date 12/30/2013

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 _____

EQUIPMENT CONFIGURATION OPTION PRICING

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

Item	Part #	Description	Qty	Annual Price
1	989801210064	MedRad Stellant D CT Injector-OH System	1	$5,000.00

PHILIPS HEALTHCARE
SERVICE AGREEMENT TERMS AND CONDITIONS

1. SERVICES PROVIDED
The services listed in the quotation (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 systemEquipment other than those systems or components listed in the Exhibits (the "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 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 System by anyone other than Philips' subcontractor or Philips;
(v) damage caused by an external source, regardless of nature;
(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 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 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 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(s) 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 System is being permanently removed from the Site and that the 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 any of the System to a third party and the System 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 System 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 System from the date of termination through the scheduled expiration of the term of this Agreement.

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 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 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. The law of the state in which the 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 attachements, 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 Sale, the terms set forth in the schedule 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 Software Maintenance Agreement Terms and Conditions
Exhibit 7: 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.

21594h v1 (rev011613)

ADDITIONAL IMAGING SYSTEM SERVICE TERMS AND CONDITIONS

Exhibit 1

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 manufacturers 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 System Site. Philips may increase its contract price if the 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. 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 only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control and Customer notifies Philips in writing. The covered System will be deleted from the contract after receipt of the signed inventory modification form.

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. Customer shall execute the Agency Authorization Agreement set forth as Attachment C as required by Philips to perform certain duties and responsibilities included within this Exhibit.

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), cryogens, 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 third-party products, 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 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 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 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 Cryogens 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, then customer is responsible for any additional cryogen expenses.

7.2. If the System is not connected to the PRS, then Customer shall report readings for all System covered by this Agreement into the Magnet Monitoring System at 1-800-722-9377 (option 8) each week.

7.3. Philips may increase the price for Cryogen services if the Consumer Price Index (CPI) for open market crude helium prices, as reported by the Bureau of Land Management (BLM), is increased by five percent (5%) percent or more during any 12 month period.

rev 051712

PROPOSED CAPITAL COSTS

Project Name: **Radiation therapy Equipment Replacement**

Proponent: **High Point Regional Health**

A.	**Site Costs**			
(1)	Full purchase price of land		$_____	
	Acres _____ Price per Acre	$_____		
(2)	Closing costs		$_____	
(3)	Site Inspection and Survey		$_____	
(4)	Legal fees and subsoil investigation.		$_____	
(5)	Site Preparation Costs			
	Soil Borings	$_____		
	Clearing-Earthwork	$_____		
	Fine Grade For Slab	$_____		
	Roads-Paving	$_____		
	Concrete Sidewalks	$_____		
	Water and Sewer	$_____		
	Footing Excavation	$_____		
	Footing Backfill	$_____		
	Termite Treatment	$_____		
	Other (Specify)	$_____		
	Sub-Total Site Preparation Costs		$_____	
(6)	Other (Specify)		$_____	
(7)	**Sub-Total Site Costs**			$_____
B.	**Construction Contract**			
(8)	Cost of Materials			
	General Requirements	$_____		
	Concrete/Masonry	$_____		
	Doors & Windows/Finishes	$_____		
	Thermal & Moisture Protection	$_____		
	Equipment/Specialty Items	$_____		
	Mechanical/Electrical	$_____		
	Other (Specify)	$_____		
	Sub-Total Cost of Materials		$ 85,998.00	
(9)	Cost of Labor		$128,997.00	
(10)	Other (Specify) **CONTINGENCY**		$ 21,499.50	
(11)	**Sub-Total Construction Contract**			**$236,494.50**
C.	**Miscellaneous Project Costs**			
(12)	Building Purchase		$_____	
(13)	Fixed Equipment Purchase/Lease		$583,440.00	
(14)	Movable Equipment Purchase/Leas (Phones/Data)		$ 4,000.00	
(15)	Furniture		$_____	
(16)	Landscaping		$_____	
(17)	Consultant Fees			
	Architect and Engineering Fees	$29,500.00		
	Legal Fees	$_____		
	Market Analysis	$_____		
	Other (Specify) Testing	$ 2,000.00		
	Sub-Total Consultant Fees		$_____	
(18)	Financing Costs (e.g. Bond, Loan, etc.)		$_____	
(19)	Interest During Construction		$_____	
(20)	Other (Specify)			
(21)	**Sub-Total Miscellaneous**			**$618,940.00**
D.	**Total Capital Cost of Project**			**$855,434.50**

I certify that, to the best of my knowledge, the above construction related costs of the proposed project named above are complete and correct.

(Signature of Licensed Architect or Engineer) AIA LEED AP NC 4550 1/28/14

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.

(Proponent - Signature of Officer) Director Strategy & Planning (Title of Officer)

PHILIPS

February 3, 2014

Mr. Don Harris
Director Materials Management
High Point Regional Hospital
601 N Elm Street
High Point, NC 27261

Dear Mr. Harris:

This letter is to confirm that the 2000 Varian Ximatron System, Trade-in Opportunity 31859, located at High Point Regional Hospital located in High Point North Carolina will be traded-in to Philips Healthcare. Philips will resell this system to International X-Ray. International X-Ray will de-install and remove the equipment out of the State of North Carolina. The cost of removing the equipment is included in the purchase price of the new equipment.

If you have any questions, please feel free to contact me.

Thanks

Mike

Michael Vitagliano
Director, Trade-in and Asset Management
Refurbished Systems
Philips Healthcare
595 Miner Road
Cleveland, Ohio 44143

Phone (440) 483-5931
Fax (440) 483-4302

michael.vitagliano@philips.com

[illegible] Road
Suite [illegible]
Charlotte, NC
[illegible]

November 11, 2013
H1348/17

McCULLOCH
ENGLAND
ASSOCIATES

Ms. Molly Jordan
Director, Strategic Planning
High Point Regional Health System
601 North Elm Street
High Point, NC 27261

Re: Radiation Therapy Equipment Replacement
Cancer Center
High Point Regional Hospital
High Point, NC

Dear Molly,

This letter shall certify to the best of our knowledge, that the construction costs shown below are the costs which might be expected for this scope of work.

Preliminary Construction Cost Estimate

Radiation Therapy Equipment Replacement

Cancer Center Ground Floor

Estimated Construction Cost:	$	214,995.00
Construction Contingency (10%):	$	21,499.50
Total:	$	236,494.50
Estimated Architectural/Engineering Fee:	$	29,500.00

Preliminary Estimated Construction Schedule

Radiation Therapy Equipment Replacement

Cancer Center Ground Floor

- (1) Phase = (3) Months

November 11, 2013
H1348/17

The Preliminary Construction Cost Estimate and Schedule duration has been established with the assistance of Landmark Builders of Winston-Salem, NC.

This estimate is for construction costs and Architectural/Engineering fees only. The above estimate does not include equipment, furniture, financing costs, security system costs, IT system costs, or other costs generally attributable to a project of this nature.

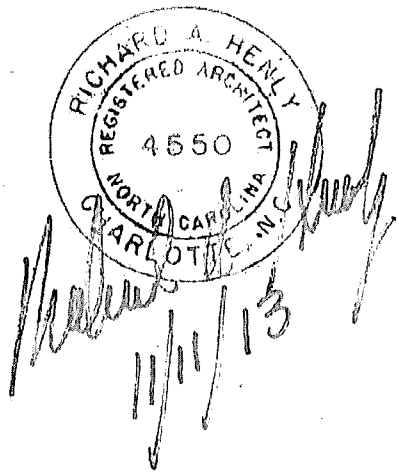
If you should require any additional information, please do not hesitate to give me a call.

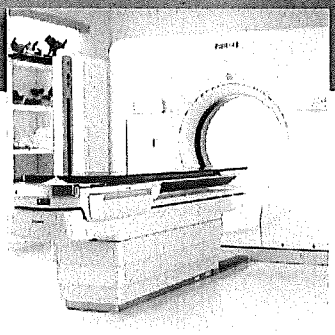
Sincerely,

McCULLOCH ENGLAND ASSOCIATES ARCHITECTS

Richard A. Henly, AIA LEED AP
Vice President

CC: Jim Morton
Arnold Clark
Daryl Herbert





Power and productivity

Philips Brilliance CT Big Bore oncology specifications

PHILIPS

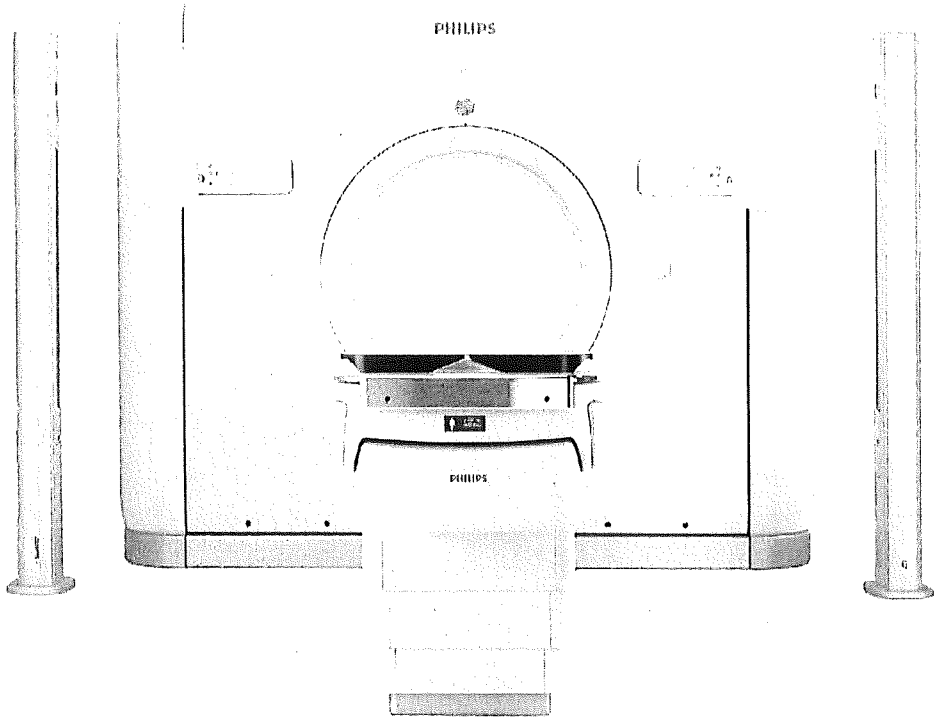
sense and simplicity

Table of contents

Brilliance CT Big Bore

At Philips, simplicity means providing products and services that allow you to focus on your patient throughout the entire cycle of care. This philosophy is exemplified by our Brilliance CT family of products.

The Brilliance CT Big Bore adapts this clinical excellence to oncology, with a system design and workflow tailored specifically for radiation oncology CT simulation.

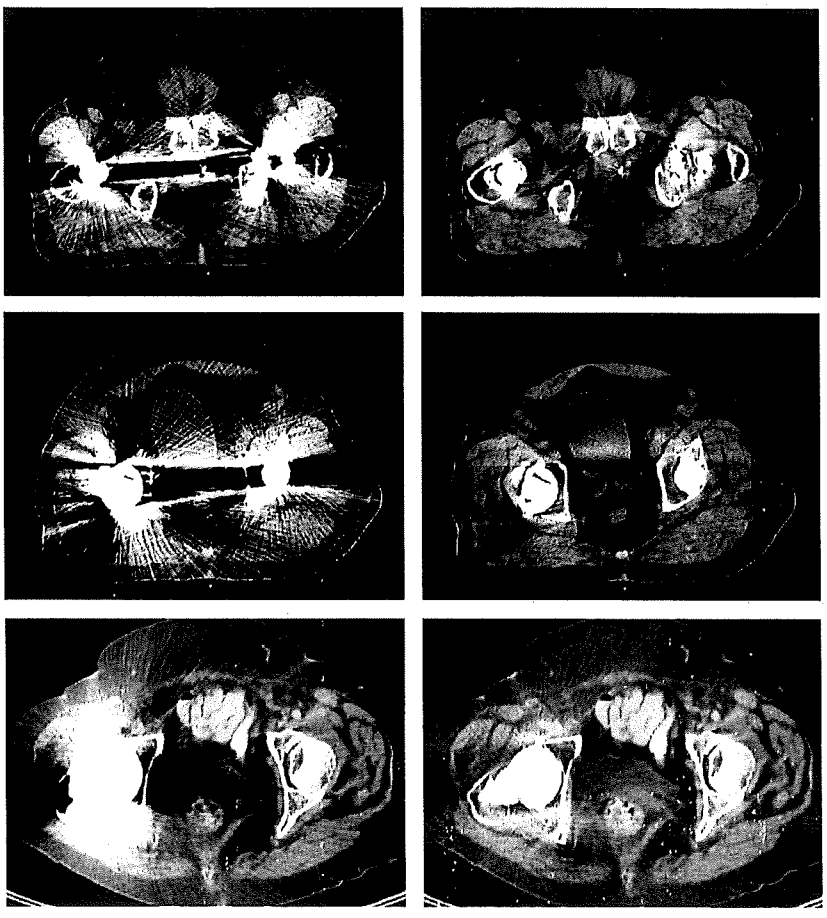


Designed for treatment planning

- Positioning flexibility for complex simulation setups with an 85 cm bore
- CT simulation capabilities with Tumor LOC on the console
- Comprehensive 4D respiratory correlated imaging in prospective and retrospective modes with phase binning as well as amplitude sorting to aid in analysis of organ motion
- Metal artifact reduction for large orthopedic implants with O-MAR for improved visualization of structures and organs
- Positional accuracy for absolute patient marking with less than 2 mm deviation of the patient couch based upon test guidelines recommended in AAPM TG66 document
- Power for situations where speed and throughput are especially critical
- Advanced technologies focused on throughout, including RapidView 4D reconstruction capable of delivering complete multiphase images in less than five and a half minutes

Metal artifact reduction with O-MAR

Metal from orthopedic implants can cause artifacts in image data impairing visualization of anatomy, making it very difficult and time-consuming to generate contours of critical structures and target volumes. With Philips metal artifact reduction for orthopedic implants (O-MAR), it is possible to separately identify this type of artifact and reduce its affect on the image data – improving visualization of anatomic structures and target volumes for increased workflow in contouring those structures as part of simulation and patient marking.

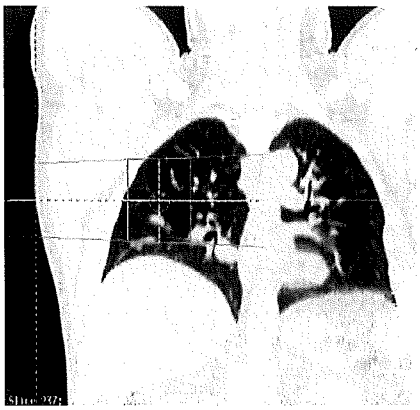


Without O-MAR | With O-MAR

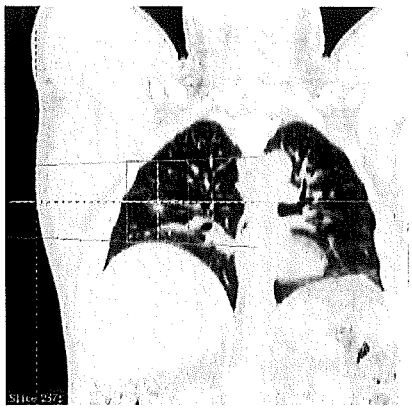
- O-MAR improves image quality and visualization of critical structures and target volumes
- O-MAR is automatic and is performed in conjunction with normal image reconstruction providing comparison of image data with and without O-MAR for clinician review
- O-MAR improves workflow in simulation and treatment planning with enhanced visualization of anatomic structures where metal from large orthopedic implants are present

Pulmonary Toolkit

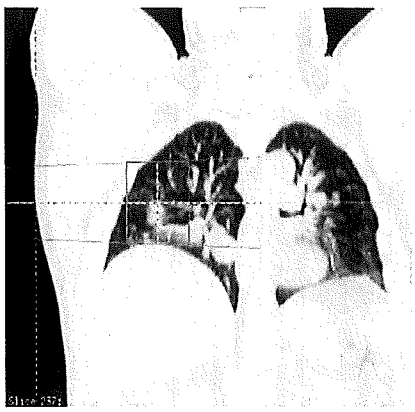
The Pulmonary Toolkit for oncology is a comprehensive set of tools for evaluation of targeted organ motion. The toolkit provides flexibility to meet your clinical needs by offering three different acquisition modes as well as phase and TrueImage 4D amplitude binning in order to aid in making clinical decisions regarding patient positioning and gated treatment delivery.



Tumor location at full inspiration



Tumor location at full expiration

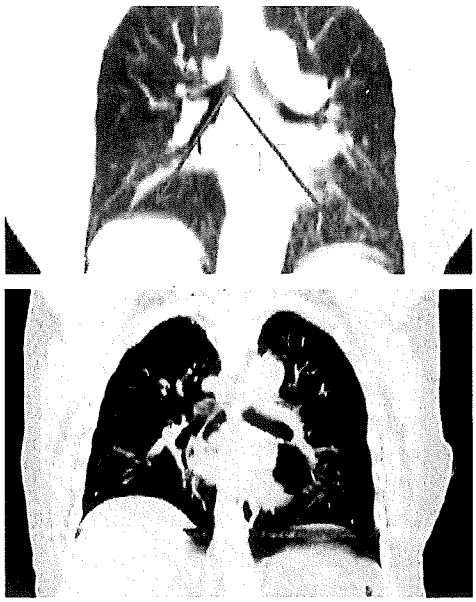


Maximum intensity projection over phases

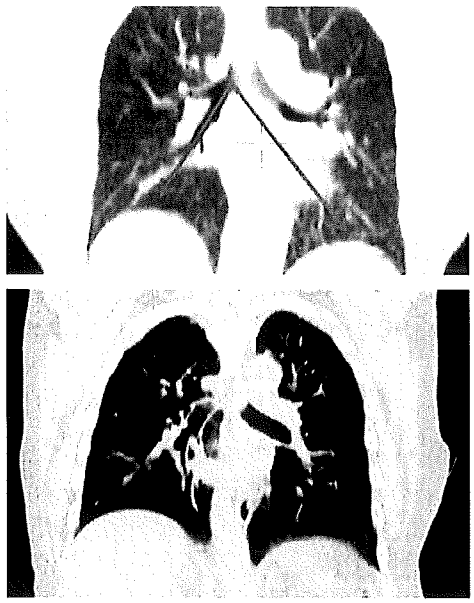
Prospective axial mode triggers an axial scan at a threshold breath level. This reduces artifacts due to respiratory motion in patients who are not able to hold their breath during the scan.

Prospective spiral mode enables visualization of the breathing waveform beginning a spiral scan at a desired breath level. This mode is used in conjunction with breath-hold imaging.

Retrospective spiral (4D CT) mode generates multiphase images, providing visualization of motion during the full respiratory cycle. The resulting images are used to assess motion of tumor or critical organs and to delineate a target volume that encompasses the entire range of tumor motion.



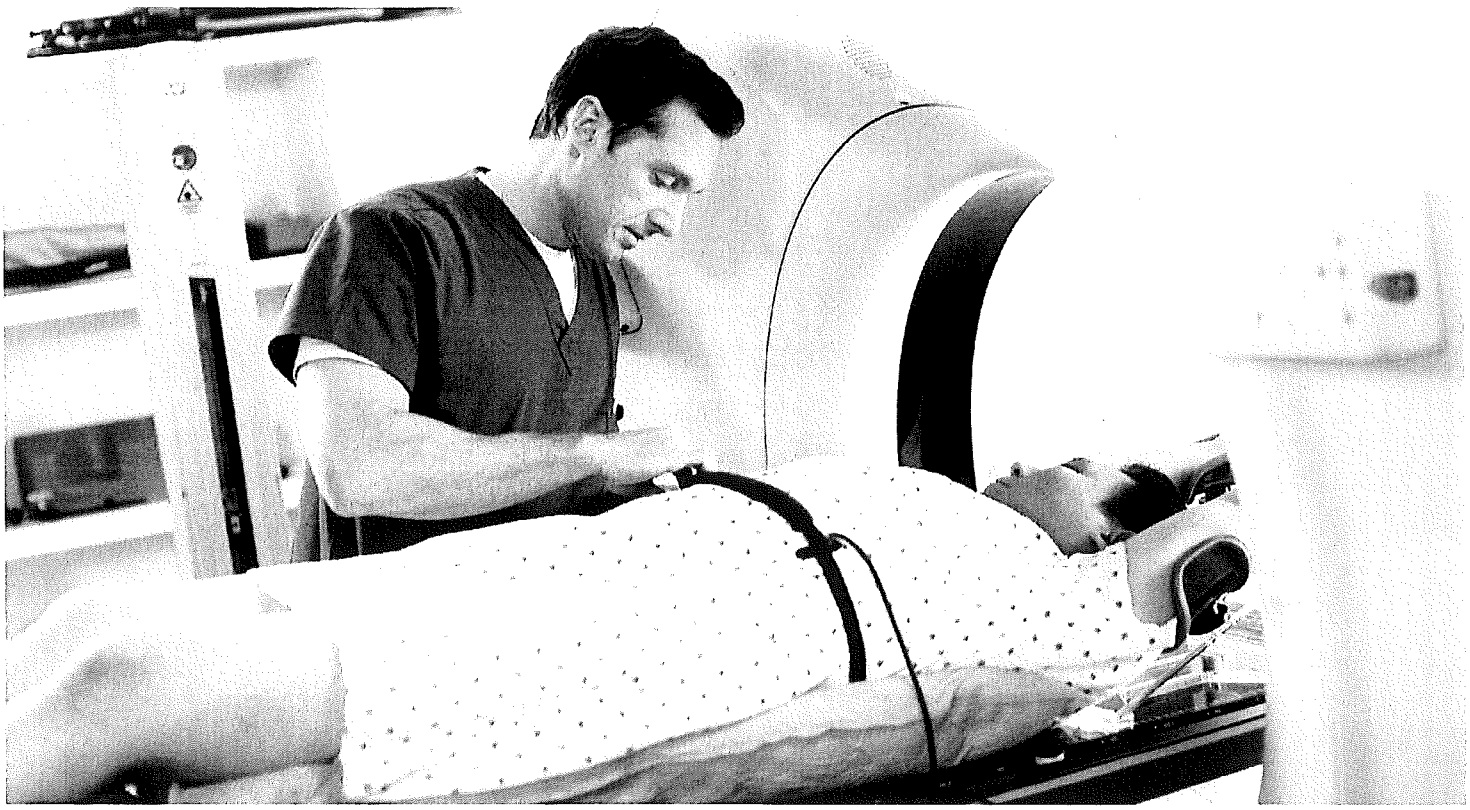
Without amplitude binning



With amplitude binning

TrueImage 4D amplitude binning

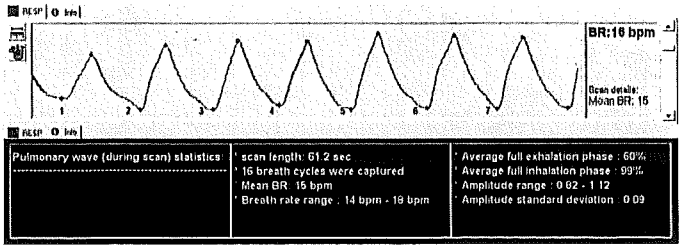
- Employs a proprietary algorithm that utilizes the amplitude of the respiratory signal in addition to phase-based information when creating 4D CT volumes
- Compensates for uneven breathing patterns and can be used to improve image quality in patients who have difficulty breathing regularly.



Pulmonary Viewer

The Philips bellows device is a pneumatic device that measures change in pressure caused by respiratory motion via a transducer that is connected from the patient's chest or abdomen to the scanner. Alternatively, Philips provides an interface to the Real-Time Position Management (RPM) Respiratory Gating system* from Varian Medical Systems. This system uses an infrared tracking camera and follows a reflective marker placed on the patient's chest or abdomen.

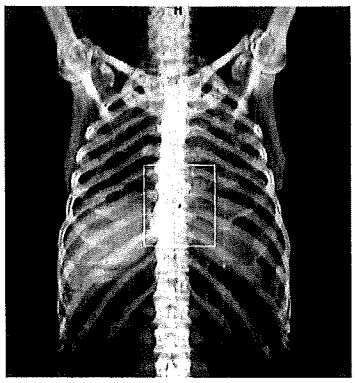
Following acquisition of 4D CT, the Pulmonary Viewer provides the ability to visualize one or multiple respiratory phases, analyze and determine extent of motion, and review the patient's respiratory waveform. The viewer also provides the ability to adjust cine mode speed for visualizing motion over time, interactive slab tools, and patient breathing statistics. Breathing statistics may help determine if a patient could be a candidate for gated therapy by demonstrating consistency of breath rate and depth as well as maximum inhale and exhale phases across all breaths acquired.



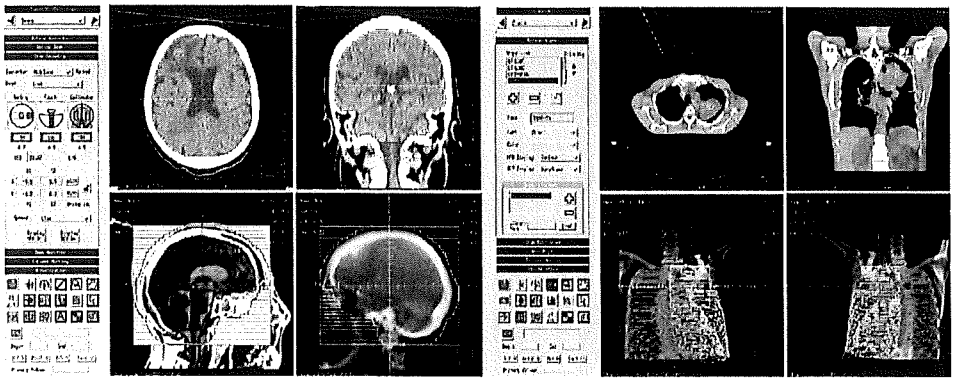
* Real-Time Position Management (RPM) Respiratory Gating system is a registered trademark of Varian Medical Systems

Oncology applications

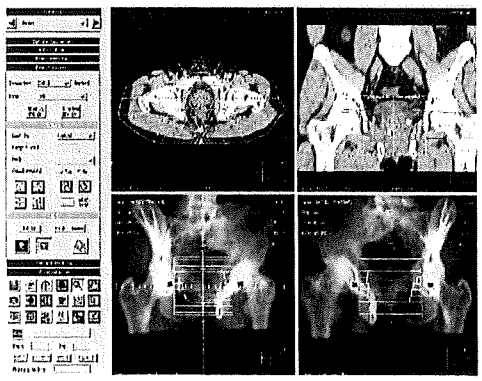
The Tumor LOC application provides accurate and efficient workflow in therapy simulation by enabling scan to plan functionality directly on the scanner console. Tumor LOC with CT Sim tools are available to assist in absolute isocenter localizations and fast CT simulations with blocking and MLC capabilities and machine characterizations. In addition to standard studies, these tools are available for respiratory correlated studies, including all phase information.



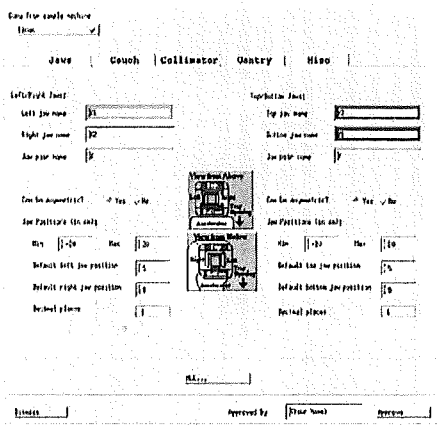
0.8 mm slice thickness for DRR



Simple simulation



Complex simulation



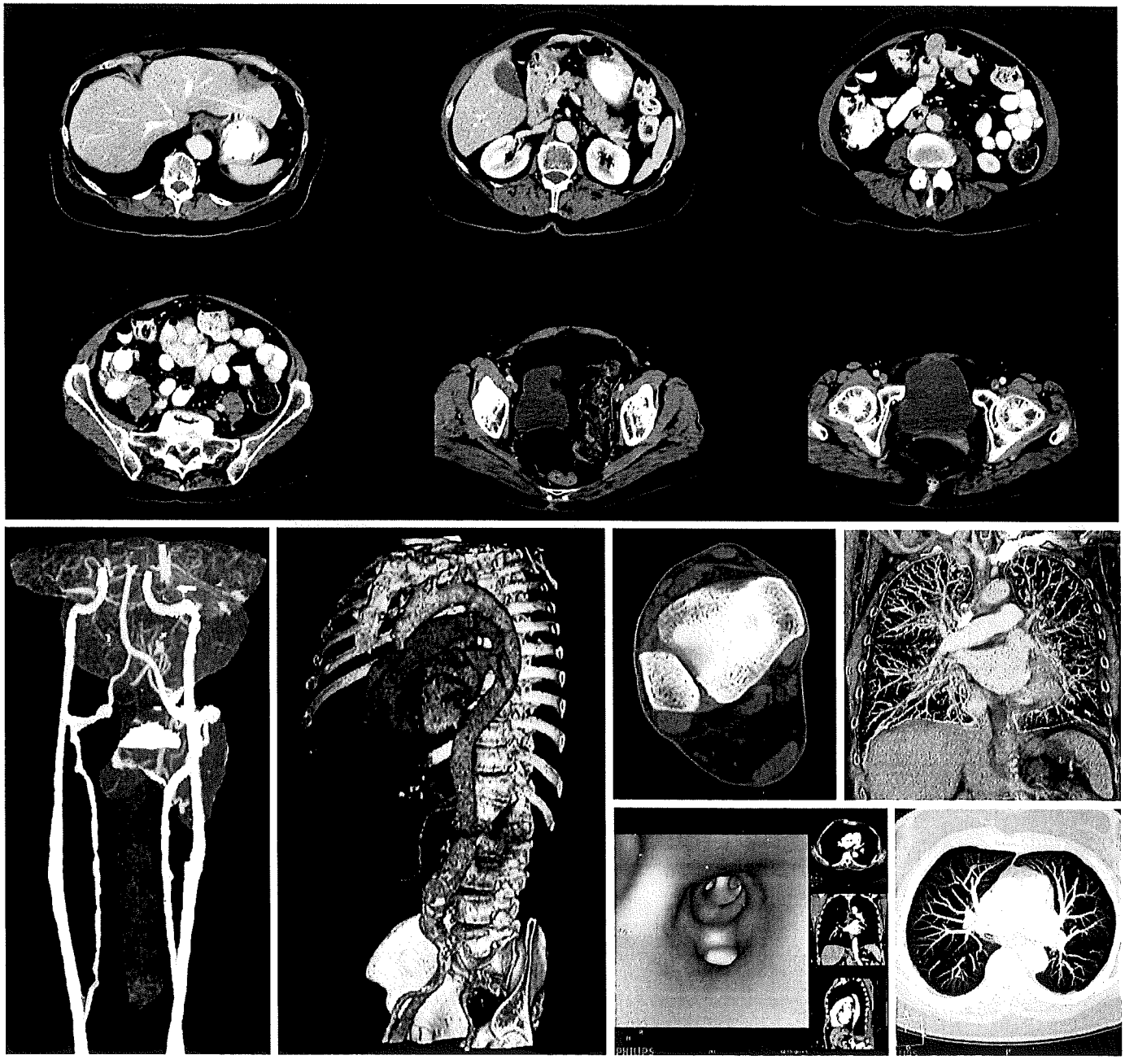
Machine characterization

Tumor LOC provides these capabilities for CT simulation

- Increased productivity and improved workflow
- Visualization and analysis of routine CT as well as respiratory-correlated datasets
- Routine and dynamic DRR, DCR and MPR generation
- Maximum, minimum, and average intensity projection generation for routine and respiratory correlated phases
- Review and analysis of breathing waveform and statistics
- Absolute localization of treatment center isocenter
- Contouring for critical structures and target volumes
- Visualization and analysis of treatment beam geometry and beam modifiers MLC/blocks
- Efficient, advanced machine characterization preparation for radiotherapy CT simulation

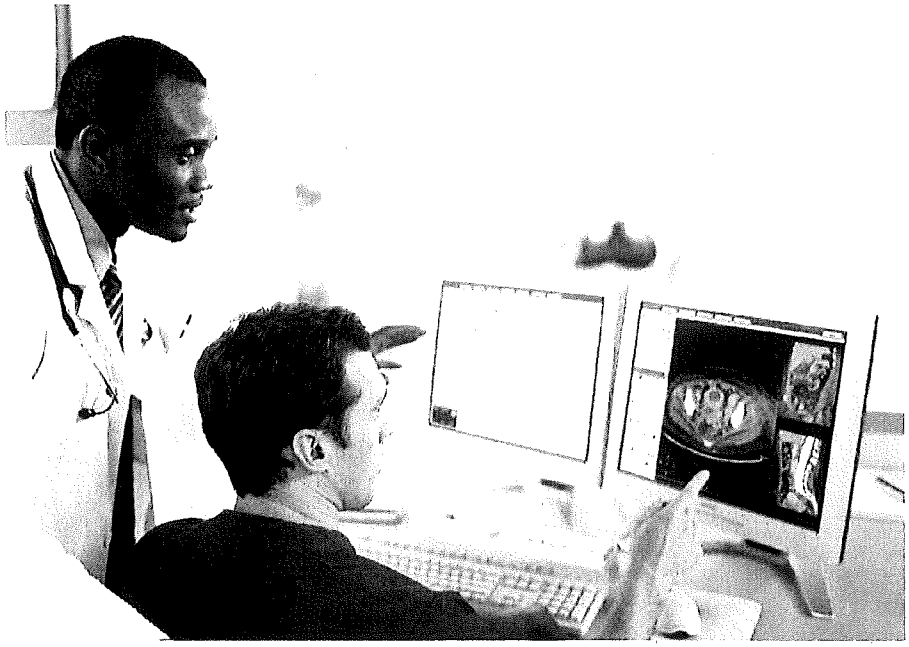
CT diagnostic capabilities

Excellent performance for diagnostic radiology procedures with image examples of diagnostic CT procedures below.



Improving everyday workflow

The flexibility of this high-performance large bore scanner includes features designed to automate clinical tasks, ease post-processing and reconstruction, and facilitate diagnosis. Above all, the speed of the Brilliance Big Bore configuration impacts your everyday workflow and increases patient throughput.



Integrated tools on console

Brilliance is designed to enhance clinical performance

- Patient handling and setup
- Scan and image acquisition
- Dose management
- Reconstruction and display
- Tumor localization, segmentation, and CT simulation
- Post-processing and communication

Philips CT Big Bore overall imaging

8.0 MHU (26 MHU effective) high power MRC X-ray tube	•	•	•
RapidView 4D reconstruction	•		•
Slice acquisition modes: 16 x 0.75 mm, 16 x 1.5 mm, 8 x 3 mm, 4 x 4.5 mm, 2 x 0.6 mm	•	•	•
0.44 second rotation time	•		•
Tach technology	•	•	
Dynamic focal spot (DFS) for up to 16 lp/cm high spatial resolution	•	•	
DoseRight, DoseRight Z-DOM, and DoseRight angular dose modulation	•	•	
Metal Artifact Reduction for large orthopedic implants	•		•

CT user environment

Brilliance Workspace is a flexible and user-friendly environment, rich in applications and scalable to your needs. It includes some of the most powerful CT applications on the market today, improving productivity by working the way you do.

All scanning, visualization, localization, and archiving can be done at the scanner console. In addition, most of these functions are also available with Extended Brilliance Workspace and Intellispace Portal, which can be sited away from the CT gantry.

Brilliance Workspace provides:

- Outstanding user flexibility for viewing, performing advanced clinical applications, filming, and reporting
- Oncology protocols and specific oncology applications
- Scalable platform for growth and future applications, making Brilliance CT a secure, long-term investment

Brilliance Workspace leads the industry in four major areas

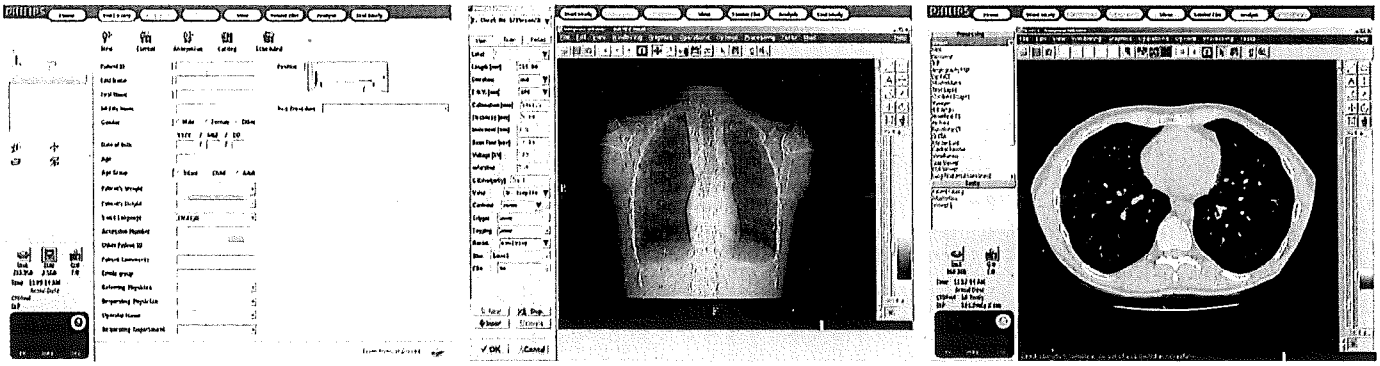
- Guided flow and ease of use
- Image quality
- Powerful performance
- Advanced clinical applications

Guided flow

Logical guided flow graphical user interface increases productivity.

- Features and functions are visible, not hidden.
- Most common operations are shown most prominently.

With a top-level workflow bar that directs you through important tasks and permits free movement between functions without losing any current work, you have exceptional flexibility for scanning, viewing, performing applications, filming, and reporting.



Brilliance Workspace guided flow

Brilliance has many innovative features for easy patient setup, including scan planning and protocol development for improved departmental efficiency.

Scan planning

Brilliance Workspace provides intuitive registration and easy entry of patient information and clinical procedure selection, using anatomic graphical display and sample images.

Expert protocol planning

Flexible selection of protocol parameters for enhanced scanning allows you to tailor protocols to your specific needs.

- Predefined and user-programmable scan protocols, including multiprotocol procedures, can be stored and retrieved. Scan parameters may be easily modified before and during the study to meet specific clinical requirements.
- Multiprotocol with timing allows you to easily and precisely program acquisitions of varying slice thickness, breathing or scan delay pauses, and table speeds. Efficient planning decreases exam times, increasing throughput and patient satisfaction.

Preset post-processing

User-defined presets improve workflow by automatically opening the relevant post-processing applications for a specific type of exam. For example, you can automatically launch CTA studies in MIP or spine studies in MPR.

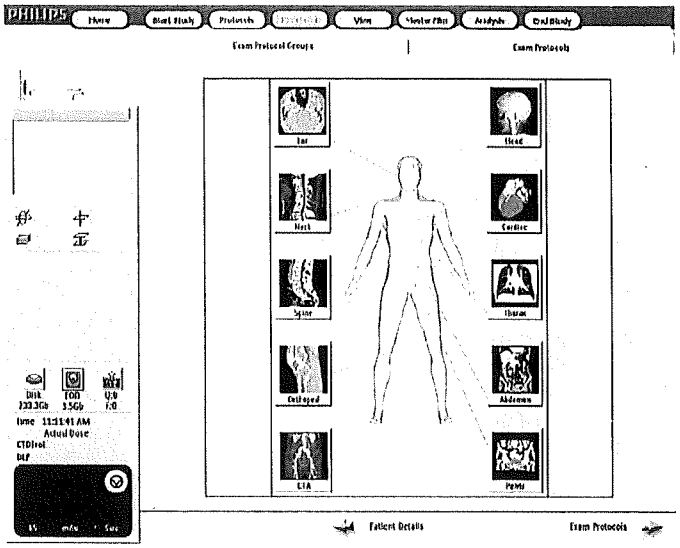
Surview plan

This feature allows planning via interactive mouse control of multiple, independent acquisition series of any type on the surview image.

Viewing angles	90°, 180°
Longitudinal speed	100 mm per second
Measurement increment	0.1 mm
Scan length	up to 1800 mm
Scan width	600 mm

Dual surview plan

Planning patient scans with two orthogonal surviews provide flexibility in exam planning and execution.



Multi-surview planning

Requested by radiation oncology users where patient positioning and alignment are critical, multi-surview allows you to repeat the AP and LAT surviews until satisfied that your patients are properly aligned on the tabletop.

Manual scan

This feature places slice-by-slice scans under operator control with online or offline reconstruction and background image archiving to local or remote storage devices. At any time the operator can switch between automatic and manual scan.

Automatic scan

Automatic scan enables automatic execution of preplanned studies, with concurrent, online or offline reconstruction, and background image archiving to local or remote storage devices without operator intervention.

Productivity tools

- Enhanced tools for ACR testing
- One touch enable for scan planning

Patient handling and setup

Our "Design for Life" approach provides high levels of flexibility for users and comfort for patients. Philips helps improve your productivity during patient handling and setup through a variety of features, making patients comfortable and improving workflow.

Gantry

Scan control panels

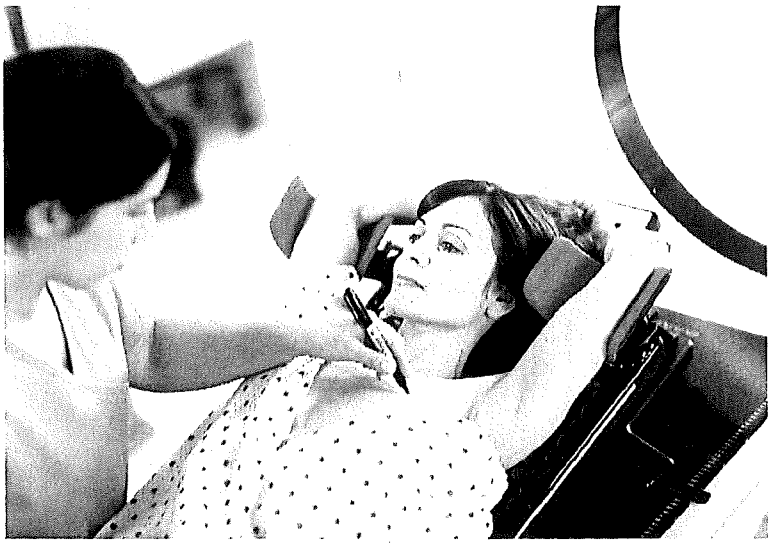
Controls and displays for gantry tilt, patient couch elevation and stroke are located on both sides at the front and rear of the gantry.

Scan control box

Gantry and patient couch controls and displays are located conveniently at the operator's console. Additional functions include emergency stop, intercom, scan enable, and pause buttons.

Gantry aperture: 850 mm diameter

Gantry tilt: -30° to +30°; 0.5 inc



Slice position indicator

- Internal slice plane laser marker
- External positioning, triple-axis laser marker

X-ray indicator

On scan control panels and on the gantry.

AutoVoice

A standard set of commands for patient communication before, during and after scanning.

Multilingual AutoVoice

A set of commands for patient communication in multiple languages, including English, French, Spanish, Italian, Japanese, Hebrew, Arabic, Russian, and Georgian.

- Record customized messages up to 25 seconds per message.

Intercom system

Two-way intercom which allows patient monitoring and communication.

Table

Longitudinal motion

Stroke	1907 mm
Maximum surview length	1800 mm
Maximum axial scan length	1860 mm
Maximum helical scan length	1730 mm
Speed	0.5-100 mm/sec
Z-position accuracy	±0.25 mm
Fine motion	0.5 mm increment

Vertical motion

Range	579–1012 mm from the floor (+/- 3 mm), 1.0 mm increment
Speed	2.5-50 mm/sec

Table load capacity (bariatric couch)

295 kg (650 lb.) capacity table

Positional accuracy for absolute patient marking

The positioning, movement, and couch deflection have been qualified according to the recommendations of the report of the AAPM Radiation Therapy Committee Task Group No. 66. The table exhibits less than 2 mm of deviation between scan plane and marking plane with a 75 kg (165 lb) distributed table load, facilitating positional accuracy for absolute patient marking.

- Less than 2 mm of deviation with combined horizontal, lateral, and longitudinal displacement
- 500 mm longitudinal distance between the marking lasers and the scan plane

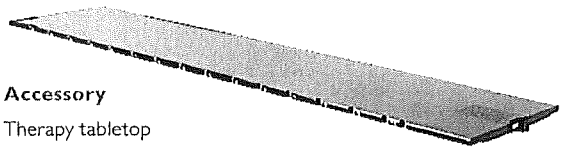
Floating tabletop

Carbon-fiber tabletop with foot pedal and hand control for easy positioning and quick release.

Therapy Tabletop Kit

A comprehensive patient positioning system, the Brilliance Therapy Tabletop Kit is designed to enhance treatment effectiveness and facilitate maximum clinical efficiency. Featuring Varian's Indexed Immobilization,* patient setup time is reduced, and positioning for subsequent scans and treatment is easily duplicated. The Therapy Tabletop Kit supports immobilization accessories for conformal and stereotactic procedures to enhance positioning accuracy and patient comfort. The indexed surface allows the positioning system to be locked into place according to the treatment plan's specifications.

The Therapy Tabletop Kit includes a phantom holder, water level phantom, and laser calibration phantom with two Lok bars necessary for proper use of the laser calibration phantom. The phantom holder fits over the therapy tabletop, allowing you to run calibrations with the QA phantom while the therapy tabletop is still attached.



Accessory
Therapy tabletop

* Indexed Immobilization is a trademark of Varian Medical Systems.

Scan and image acquisition

Brilliance CT Big Bore combines power and flexibility to improve image quality, speed, and throughput.

System

Rotate-rotate architecture with enhanced geometry for low-dose imaging.

Generator

The Brilliance generator uses modern, low-voltage slip ring technology to provide constant high voltage to the CT X-ray tube assembly.

Output capacity	60 kW
kVp	90, 120, 140 kVp
mA	20-500 mA; 1 mA increment

MRC X-ray tube

The exceptional heat management demands of multislice imaging calls for an exceptional tube. With its patented spiral groove bearing design, the Philips MRC tube dissipates heat as rapidly as it is collected, with an effective heat storage capacity superior to a conventional ball bearing design. Additional features include:

- Virtually motion-free focal spot provides high image quality
- Noiseless design helps calm patients
- Second generation MRC tube technology built on a proven record of performance and reliability

Equivalent anode heat capacity	26 MHU
Anode heat capacity	8.0 MHU
Anode max cooling rate	1608 kHU/min
Focal spot sizes	
(per IEC 336/93 standard)	
Large	1.0 mm x 1.0 mm
Small	0.5 mm x 1.0 mm
Anode diameter	200 mm
Anode rotation speed	105 Hz (6300 rpm)
Target angle	7°
Focus-detector distance	1183 mm
Focus-isocenter distance	645 mm

Dynamic focal spot enables ultra-high spatial resolution in axial and spiral scanning by sampling two fan beams alternately, doubling the reconstruction data samples.

Detector

Our patented detector design enables high-quality images and low dose.

Material	Solid-state GOS
No. of elements	19,584; 39,168 effective with DFS
Dynamic range	1,000,000 to 1
Slip ring	Optical – 2.5 Gbps transfer rate

Data sampling rate

Up to 5280 views / revolution /element

Slice collimation	2 x 0.6 mm, 16 x 0.75 mm, 16 x 1.5 mm, 8 x 3.0 mm, 4 x 4.5 mm

Slice thickness

Spiral mode	0.65–7.5 mm variable
Axial mode	0.75–12 mm
Scan angles	240°, 360°, 420°
Scan field of view	250, 350, 500, 600 mm

Tach technology

Our patented Tach technology is a complete, high-speed, multichannel data acquisition system (DAS) in a single 8 mm x 8 mm chip. The chip replaces multiple cables and large computer cards seen in conventional multislice CT detector assemblies, and delivers an exceptional direct-digital signal.

Image quality

Spatial resolution

High resolution	16.0 lp/cm at cut-off
Standard resolution	13.0 lp/cm at cut-off

Noise

0.27% as measured on the Philips system phantom (21.6 cm water equivalent phantom, 120 kVp, 250 mAs, 10 mm, 0.75 sec, 250 mm FOV, UA filter)

Low contrast resolution

4.0 mm at 0.3% as measured at the surface of 32 cm phantom (120 kVp, 250 mAs, 10 mm, 0.75 sec, 250 mm FOV)

Absorption range

-1024 to +3071 Hounsfield units (HU)

-1024 to +64511 HU (exportable with expanded 16-bit range)

Scanning modes

Spiral scanning

- Multiple contiguous slices acquired simultaneously with continuous table movement during scans
- Multiple, bi-directional acquisitions
- Spiral exposure: up to 120 seconds
- Spiral pitch: 0.04 to 1.7 and user-selectable

Axial scanning

- Multiple-slice scan with up to 16 contiguous slices acquired simultaneously with incremental table movement between scans
- Fused modes for reconstructing partial volume virtually artifact-free thick slices from thin slice acquisition

Scan times

- 0.44, 0.5, 0.75, 1, 1.5, 2 seconds for full 360° scans
- 0.29, 0.33 seconds for partial angle 240° scans

0.44-second rotation

0.44-second 360° rotation provides outstanding temporal resolution in advanced clinical applications. The higher speed especially benefits prospective gating, with up to 20% improvement in temporal resolution compared to 0.5 second rotation.

Clinical enhancements

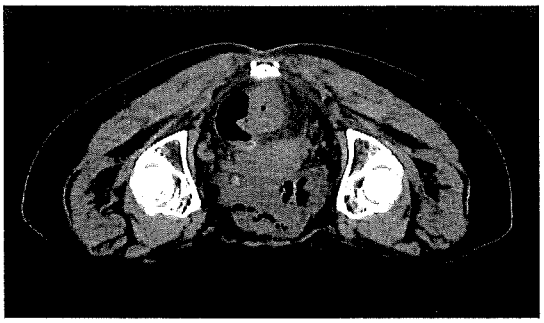
Test injection bolus timing

By using a test injection, a real-time graph of the enhancement in the selected region of interest is displayed. The delay time is then selected to provide peak contrast enhancement and reduce contrast usage ideal for CTA.

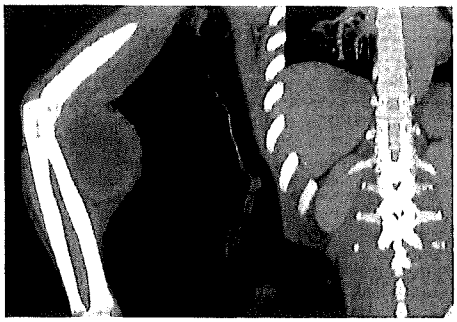
Bolus tracking is an automated injection planning technique that permits the user to monitor actual contrast enhancement and initiate scanning at a pre-determined enhancement level. Combine with Spiral Auto Start for full automation and efficacy.

Spiral Auto Start (SAS)

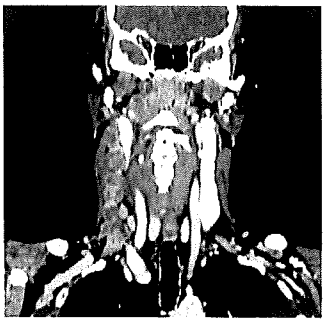
Spiral Auto Start integrates the injector with the scanner, allowing the technologist to monitor the contrast injection to check for extravasation and to initiate and stop the scan (with the pre-determined delay) while in the scan room.



Axial image



Coronal MPR



Coronal MPR

Options

Continuous CT package

This application provides visual guidance for interventional procedures using a foot pedal and a remote monitor. Exposures, taken once per rotation, in either single or continuous mode, are limited to a 240° axial centered beneath the patient to shield the clinician's hands from direct X-ray exposure. The package is available in ceiling-mounted and cart-mounted configurations.

CT Fluoroscopy package

This application provides near real-time guidance for interventional procedures (up to 8 fps) using a foot pedal and a remote monitor. The fluoro mode is particularly useful in complicated procedures involving breathing and abdomen motion. The package also includes the Single and Continuous modes, and is available in ceiling-mounted and cart-mounted configurations.

Typical imaging protocols

Abdomen and pelvis	16 x 1.5 mm	0.5	0.9	3	450	9
Chest high-res spiral	16 x 1.5 mm	0.5	0.9	2	300	7
Whole body	16 x 1.5 mm	0.5	1.3	2	1200	19

Dose management

Philips is continually looking for ways to enhance patient care while taking advantage of the benefits of using radiation. The result is a family of multislice CT scanners where patients are exposed to low radiation dose without any compromise in image quality.

DoseWise

DoseWise is a philosophy, a set of principles and practices that are based on the As Low As Reasonably Achievable (ALARA) principle, but is so much more. It includes creative thinking and smart solutions in three far-reaching strategic areas:

- SmartBeam management
- Reduced radiation time
- Increased dosage awareness

SmartBeam Management

In Philips multislice CT scanners, specific SmartBeam Management innovations have been developed to block out X-rays that do not contribute to image quality. Through the use of Philips Healthcare's patented asymmetrix detectors, IntelliBeam filtration, and Tach technology, dose can be managed to limit the exposure specifically to the location of interest.

Less radiation time

DoseRight

Calculates the dose for each patient based on the planned scan and suggests the lowest mAs settings to maintain constant image quality at low dose throughout the exam.

DoseRight angular dose modulation

Automatically controls the tube current rotationally, increasing the signal over areas of higher attenuation (lateral) and decreasing signal over areas of less attenuation (AP).

DoseRight Z-DOM

Longitudinal dose modulation (Z-DOM) automatically controls the tube current, increasing the signal along the length of the scan, increasing the signal over regions of higher attenuation (shoulders, pelvis) and decreasing the signal over regions of less attenuation (neck, legs).

Increased dosage awareness

Through Philips exclusive design elements, DoseWise gives you easy-to-read, at-a-glance information, keeping you aware of dose levels at all times.

Dose displays include:

- CTDI volume
- Dose length product (DLP)

Head	10.61 mGy/100 mAs, 120 kVp, 16 cm phantom
Body	5.92 mGy/100 mAs, 120 kVp, 32 cm phantom

Using IEC standard phantoms

Reconstruction and display

Fast reconstruction is vitally important when rapid imaging and viewing is a priority, for example, when scanning patients in extreme pain or discomfort because of their disease process.

RapidView 4D reconstruction

RapidView 4D reconstruction is the result of years of advanced research, and was designed to remove the bottleneck between CT scan acquisition and image visualization. RapidView 4D provides dramatic improvements in Pulmonary Retrospective 4D imaging workflow by displaying complete multiphase images in under four minutes. This improvement will allow the clinicians to evaluate tumor motion within the patient's simulation allotted time slot.

The RapidView 4D system employs true cone beam reconstruction algorithms and Philips-patented back projection hardware to provide the user with the images they desire, along with best-in-class reconstruction speeds, without compromise to image quality.

Reconstruction rate

Up to 30 images per second

Reconstruction field of view (FOV)

50 to 700 mm continuous

Cone beam reconstruction

Philips Healthcare's multi-patented Cone Beam Reconstruction Algorithm (COBRA) enables true three-dimensional data acquisition and reconstruction in both axial and spiral scanning.

Reconstruction modes

Concurrent reconstruction

Concurrent reconstruction enables image reconstruction in line with acquisition.

Offline reconstruction

This feature enables offline (batch) background image reconstruction of user-defined groups of raw data files with automatic image storage.

Evolving reconstruction

Real-time 256x256 matrix image reconstruction and display in step with spiral acquisition or offline allows images to be modified for window width and level, zoom, and pan prior to larger matrix reconstruction. At the end of the acquisition, all images are updated with the desired viewing settings.

Add reconstruction

Add reconstruction enables quick and easy unplanned or modified reconstructions of part or all of the images prospectively or retrospectively planned.

Extended display field of view

This feature offers extrapolated reconstruction for visualization of anatomy out to 70 cm, which may be useful in radiation oncology for avoidance in treatment planning. Data outside of 60 cm shall not be considered diagnostic quality; CT numbers may not be accurate and image quality may be degraded in this region.

Reconstruction parameters

Any study can be set up to automatically reconstruct using various reconstruction parameters. Exams can be tailored online while planning the scan, or during offline reconstruction. Up to six different reconstruction assignments are possible for each study. Image reconstruction parameters include:

Image matrix	512x512, 768x768, and 1024x1024
Filters	Choice of six different filters
Zoom and pan	Real-time, mouse-controlled with magnification from 0.8 to 10 (can be redefined during the study)
Archive	Online image archiving to any installed storage device

Ultra-high reconstruction (UHR) matrices

Exclusive to Philips, 768x768 and 1024x1024 image reconstruction matrices display high-resolution data acquired in applications, such as inner ear, spine and high-resolution lung imaging. As resolution increases, larger matrices are required to display the full resolution for the reconstructed FOV.

UltraImage

UltraImage includes proprietary pre-processing and post-processing hardware and software for enhanced visualization of soft tissue structures. UltraImage improves image quality for accurate representation of even the most difficult-to-image anatomic areas. The full clinical impact of UltraImage is best appreciated in the brain, long bones, spine, pelvis, or shoulder, where subtle soft tissue structures can be obscured by adjacent high contrast bone.

Adaptive filtering

Adaptive filters reduce pattern noise (streaks) in non-homogenous bodies, improving overall image quality.

Post-processing and communication

Brilliance makes post-processing easy. Through intuitive and flexible tools on Brilliance Workspace, you can quickly produce the high-quality results you desire. Brilliance takes you through advanced applications and efficiently communicates information – working the way you do.

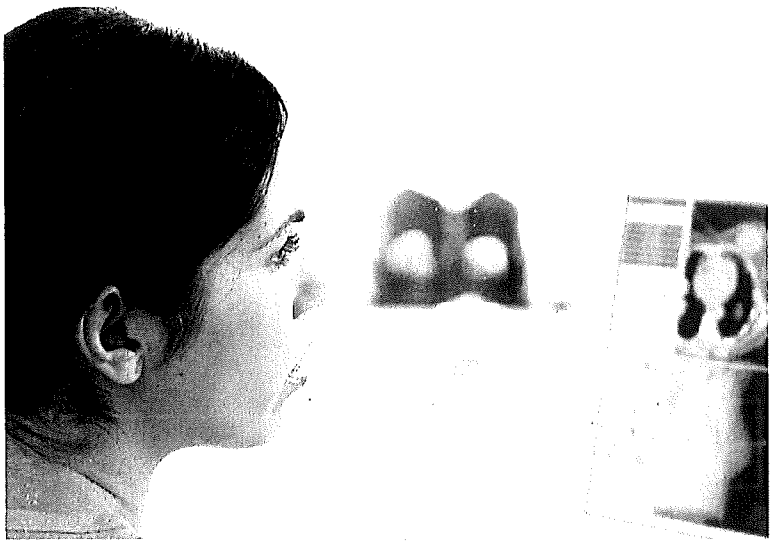


Image processing

The interactive image viewer is designed for fast, efficient, and simple image review and filming. Images can be handled individually or in user-selected groups.

- Image viewer window displays a single image or a selection of images
- Zoom and pan magnification from 0.8x to 10x
- Scroll bar, Leaf and cine, Invert Image, image parameters display

Organ ID

Organ ID automatically isolates lung images for enhanced viewing, including lung limit detection, zoom and pan setting, lung windowing, image enhancement, and image filming.

Image graphics

To help interpret clinical images, a variety of text and graphic aids may be individually positioned and manipulated with the mouse.

- Text annotations
- Cursors for pixel value measurements
- Regions of Interest (ROI) – elliptical, rectangular, curved or freehand – with instantaneous calculation and display of area, average pixel value and standard deviation (values of several ROIs may be added or subtracted)
- Lines, grid, and scales for distance measurements
- Curved and freehand lines for measuring any shape
- Arrows for pointing to features
- Angle measurements
- Histogram of pixel values in a user-defined region of interest
- Profile of pixel values along any line

Window control

- Eight user-defined preset windows provide fast and convenient window setting. Mouse-driven fine adjustments of the window center and width enable exceptional image viewing.
- Highlight window: paints user-defined range of CT densities in color.
- Double window: simultaneously displays two independent CT density ranges on the same image, for example, thorax slice with lung and mediastinum windows.
- Invert window: toggles between negative and positive image.

Host computer

Computer architecture: Windows XP, Dell*

Main memory

4.0 GB RAM

Monitors

19 inch, 1,280 x 1,024 flat panel LCD

Dual monitor configuration

Expands Brilliance Workspace across two monitors. One side is for scanning operations while the other is used for post-processing.

Optional slave monitor

Slave monitor allows you to view images generated on the main console in a remote location, such as the oncologist's office or physics work area.

Effective data management

The Brilliance operating system provides a user-friendly interface and the performance and archiving, filming, and networking capabilities necessary to effectively manage multislice datasets.

Archiving

Image archiving is organized according to the DICOM 3.0 hierarchical model, in a DICOM 3.0-compliant image format. Lossless image compression and decompression algorithms are used during image storage and retrieval. Images can be auto-archived to selected archive media.

Capacity	292 GB	9.1 GB	620 MB
Images[1]	514,242	19,000	1,228
Exams[2]	1,714	63	4

[1]512 x 512 matrix uncompressed

[2]Based on 300 images per study

DVD-RAM

DVD-RAM is an archive solution for storing CT datasets. DVD-RAM supports multi-session writing in order to store multiple patients added to the disk at different times. DVD-RAM disks are written with proprietary Philips format and are only readable on Philips EBW (v3.0.1 or higher) and CT scanner units (v2.3 or higher) with DVD-RAM.

CD Writer

CD Writer stores DICOM images along with viewing software on CD media. CD Writer provides a low cost and flexible alternative for archiving images and for providing images to referring physicians. These images are used for presentations and teaching files or to give to patients.

Filming

This function allows you to set up and store filming parameters. Pre-stored protocols can be set to include auto-filming. The operator can film immediately after each image, at the end of a series, or film after the end of a study and review images prior to print. The operator can also automatically film the study at three different windows and incorporate Combine Images functionality to manage large datasets. Basic monochrome and color DICOM print capability are supported. An optional AMC Film server is available for non-DICOM printers.

Networking

Network connections should be located within 10 feet of the console. Brilliance CT supports 10/100 Mbps (10/100 BaseT) network speeds. For optimal performance, Philips recommends 100 Mbps network speed and that the CT network be segmented from the rest of the hospital network.

Optional Ethernet switch

A 10/100/1000 Mbps switch delivers power, performance, and reliability in a space-saving package for ultra-fast image transfer from the Brilliance Workspace.

DICOM

Brilliance Workspace's full implementation of the DICOM 3.0 communications protocol allows connectivity to DICOM 3.0 compliant scanners, workstations, and printers, and supports IHE requirements for DICOM connectivity.

Brilliance Big Bore Workspace includes DICOM service classes to communicate with the following modalities:

- Computed tomography
- Magnetic resonance imaging
- Nuclear medicine
- Computed radiography
- Radiography and fluoroscopy (R/F)
- Secondary capture of frozen images (for display only)

Brilliance Workspace includes the following DICOM functionality:

- Service class user and provider
- DICOM print
- Modality worklist
- Query/retrieve
- Perform procedure step
- Storage commitment
- Removable media
- RT structure set
- RT plan
- RT image

ScanTools

This package of advanced components and productivity features streamlines routine imaging studies, and is standard on all Brilliance configurations.

Patient handling and setup
- Scan control box
- AutoVoice
- Multilingual AV
- Expert protocol planning
- Preset post-processing
- Dual surview plan
- QuickStart QuickSetup
- DICOM Modality Worklist
- Prefetch study
- Automatic procedure selection

Scan and image
- Dynamic focal spot
- Test injection bolus timing
- Bolus tracking
- Spiral auto-start

Dose management
- DoseRight
- DoseRight angular dose modulation
- DoseRight Z-DOM
- CTDI display
- DLP display
- Dedicated pediatric protocols

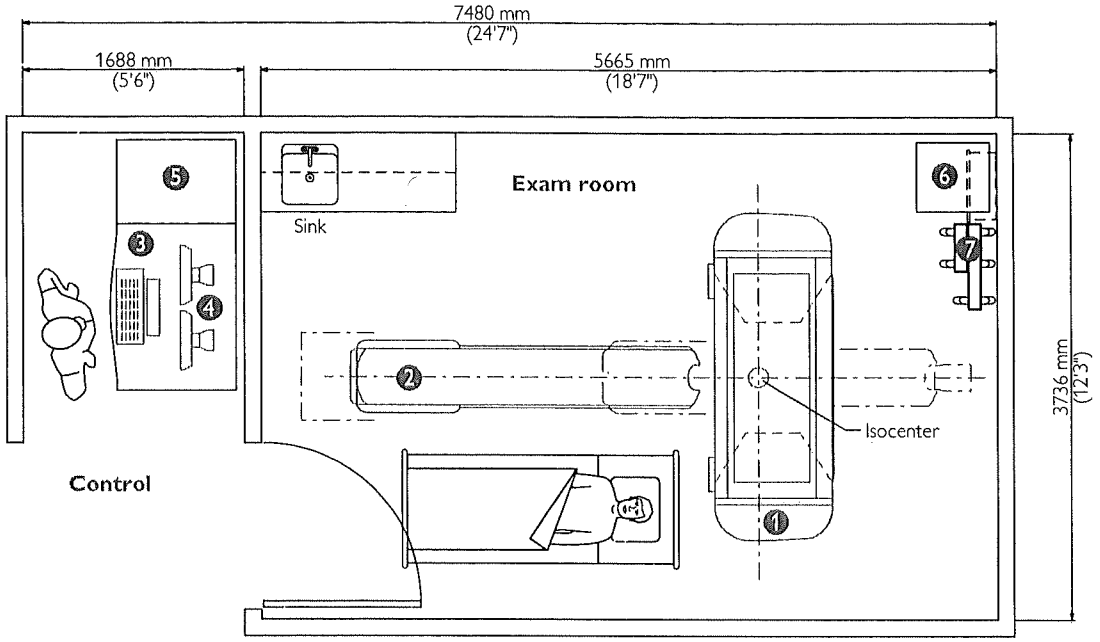
ScanTools Pro

Supplemental set of tools standard on Big Bore that enhance productivity, workflow, and diagnostic confidence.

Reconstruction and display
- RapidView
- COBRA
- Evolving reconstruction
- Add reconstruction
- UltraImage
- UHR matrices

Post-processing and communication
- CT Viewer
- Image processing
- Image graphics
- Window control
- Volume rendering
- 3D, 3D small volume analysis
- MIP, MPR
- Q-CTA
- RelateSlice
- MasterCut
- Custom image filters
- Dual monitor configuration
- CD Writer
- Organ ID

Brilliance CT Big Bore gantry and site planning



Power requirements

- 200/208/240/380/400/415/480/500 VAC 50/60 Hz, 100 kVA
- Three-phase distribution source

Optional console uninterrupted power supply (UPS)*

Provides up to 30 minutes of backup power for host computer, reconstruction, and monitors.

Environmental requirements

temperature	
Gantry room	15° to 24° C (59° to 75° F)
Control room	15° to 24° C (59° to 75° F)
Storage/transport	-5° to +35° C (23° F to 90° F)

Humidity

Gantry/control	35% to 70% non-condensing
Storage/transport	10% to 90% non-condensing

Heat dissipation

Gantry	18,000 BTU/hr
Computer	2,559 BTU/hr
Reconstruction	5,293 BTU/hr

Dimensions and weights

1	Gantry	2025 kg (4464 lb.)	199 cm (78.5")	251 cm (99")	97 cm (38")
2	Patient table	385 kg (850 lb.)	101 cm (40")	69 cm (27")	249 cm (98")
3	Console table*	56 kg (125 lb.)	76 cm (30")	119 cm (47")	91 cm (36")
4	LCD monitor** 19"	7 kg (15 lb.)	36 cm (14")	44 cm (17")	6 cm (2.4")
5	Computer cabinet	150 kg (331 lb.)	76 cm (30")	58 cm (23")	91 cm (36")
6	XFMR/Filter	151 kg (332 lb.)	76 cm (30")	61 cm (24")	86 cm (34")
7	Console UPS*	34 kg (75 lb.)	51 cm (20")	38 cm (15")	56 cm (22")

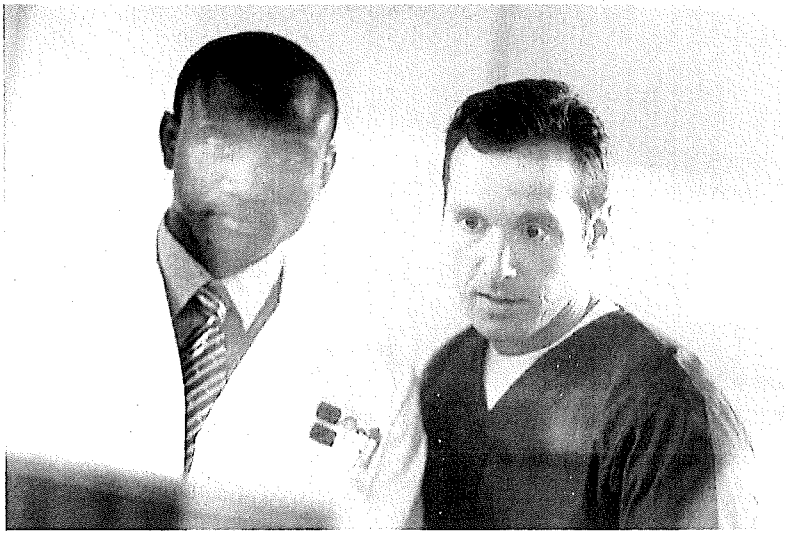
*Optional

**Dimensions and weights for one unit

Contact the Philips Site Planning department for specific requirements pertaining to optional imaging, viewing, power equipment, floor space and electrical, mechanical, structural, or environmental specifications.

SmartPath

Your Philips imaging system is designed to be reliable and efficient. Our commitment is to provide you with high quality service so that it remains so from day one forward.



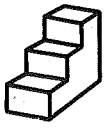
Philips SmartPath is a way to give you easy access to the latest updates, upgrades and innovations throughout the cycle of product ownership. By maintaining your equipment at peak performance, you can realize your full clinical and operational potential and be ready to quickly benefit from next-generation solutions.

From small enhancements to major system conversions, we help you enhance your investment, for success today and into the future.

Philips SmartPath provides you easy access to solutions and innovations for the full life of your computed tomography system, so you can boost your clinical and operational potential and achieve your organizational goals.

Optimize

Optimize your system's performance both now and in the future with regular and ongoing updates, including functionality improvements and remote technical support.



Enhance

Enhance your equipment with regular technology upgrades, and take advantage of the newest features and capabilities.

Transform

Transform your investment at the end of your system's life by transitioning seamlessly to a next-generation solution or refurbished option.

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Please visit www.philips.com/BigBoreCT

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EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	**REPLACEMENT EQUIPMENT**
Type of Equipment (List Each Component)	Simulator with flouro & radiographic imaging	CT Simulator
Manufacturer of Equipment	Varian	Philips
Tesla Rating for MRIs	NA	NA
Model Number	CDX	TBD
Serial Number	858140	TBD
Provider's Method of Identifying Equipment	Hospital Asset Tag	Hospital Asset Tag
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	NA	NA
Mobile Tractor Serial Number/VIN #	NA	NA
Date of Acquisition of Each Component	March 10, 2000	TBD
Does Provider Hold Title to Equipment or Have a Capital Lease?	Holds Title	Holds title
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	NA	$855,434.50
Total Cost of Equipment	$535,122	$583,440
Fair Market Value of Equipment	NA	$583,440
Net Purchase Price of Equipment	NA	$583,440
Locations Where Operated	601 N. Elm St High Point NC	601 N. Elm St High Point NC
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	Use of fluoroscopy and static images to delineate the treatment volume in a 2-D format.	NA
Type of Procedures New Equipment is Capable of Performing	NA	CT scanning produces 3-D volumetric images used for planning the radiation beam orientations.