State of Connecticut
Office of Health Care Access
Letter of Intent/Waiver Form
Form 2030

All Applicants must complete a Letter of Intent (LOI) form prior to submitting a Certificate of Need application, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please submit this form to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

If there are more than two Applicants, please attach a separate sheet of paper and provide additional information in the format below.

	Applicant One	Applicant Two
Full legal name	**Saint Francis Hospital and Medical Center**	
Doing Business As	**Saint Francis Hospital and Medical Center**	
Name of Parent Corporation	**Saint Francis Hospital and Medical Center**	
Mailing Address, if Post Office Box, include a street mailing address for Certified Mail	**114 Woodland Street Hartford,CT 06105-1299**	
Applicant type (e.g., profit/non-profit)	**Non-Profit**	
Contact person, including title or position	**Chris Hartley Senior Vice President Planning and Facilities Development**	
Contact person's street mailing address	**Saint Francis Hospital and Medical Center Planning Office**	

	114 woodland Street Hartford, CT 06105-1299	
Contact person's phone #, fax # and e-mail address	**860-714-5573 phone 860-714-8093 fax Chartley@stfranciscare.org**	

SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title: **Relocation, Replacement and Addition of Existing Electrophysiology Laboratory**

b. Type of Proposal, please check all that apply:

☐ Change in Facility (F), Service (S) or Function (Fnc) pursuant to Section 19a-638, C.G.S.:

☐ New (F, S, Fnc) ☒ Replacement ☐ Additional (F, S, Fnc)

☒ Expansion (F, S, Fnc) ☐ Relocation ☐ Service Termination

☐ Bed Addition` ☐ Bed Reduction ☐ Change in Ownership/Control

☒ Capital Expenditure/Cost, pursuant to Section 19a-639, C.G.S.:

☐ Project expenditure/cost cost greater than $ 1,000,000

☐ Equipment Acquisition greater than $ 400,000

☐ New ☒ Replacement ☐ Major Medical

☐ Imaging ☐ Linear Accelerator

☐ Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over $1,000,000

c. Location of proposal (Town including street address):

Saint Francis Hospital and Medical Center 114 Woodland Street, Hartford, CT 06105-1299

d. List all the municipalities this project is intended to serve: **Please refer to the attached list of towns contained in Attachment 1.**

e. Estimated starting date for the project: **August 2006**

f. Type of project: **1**

Number of Beds (to be completed if changes are proposed)

Type	Existing Staffed	Existing Licensed	Proposed Increase (Decrease)	Proposed Total Licensed
N/A	N/A	N/A	N/A	N/A

SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION

a. Estimated Total Capital Expenditure: **$6,838,912**

b. Please provide the following breakdown as appropriate:

Construction/Renovations	$1,600,000
Medical Equipment (Purchase)	$5,193,097
Imaging Equipment (Purchase)	$0
Non-Medical Equipment (Purchase)	$45,815
Sales Tax	$0
Delivery & Installation	$0
Total Capital Expenditure	**$6,838,912**
Fair Market Value of Leased Equipment	$0
Total Capital Cost	**$6,838,912**

Major Medical and/or Imaging equipment acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
EP Laboratory	**Stereotaxis**	**NIOBE Magnetic Interventional Insturment Control System**	**1**	**$1,400,000**
EP Laboratory	**Philips Medical Systems**	**100210 Allura Xper FD10 (With Interface with Stereotaxis)**	**1**	**$1,306,567.10**
EP Laboratory	**Philips Medical Systems**	**100210 Allura Xper FD10 (Without Interface with Stereotaxis)**	**1**	**$1,071,849.80**

Note: Provide a copy of the contract with the vendor for major medical/imaging equipment.

Please refer to Attachment 2.

c. Type of financing or funding source (more than one can be checked):

☒ Applicant's Equity ☐ Lease Financing ☐ Conventional Loan

☐ Charitable Contributions ☐ CHEFA Financing ☐ Grant Funding

☐ Funded Depreciation ☐ Other (specify): _____

SECTION IV. PROJECT DESCRIPTION

Please attach a separate 8.5" X 11" sheet(s) of paper and provide no more than a 2 page description of the proposed project, highlighting all the important aspects of the proposed project. Please be sure to address the following (if applicable):

1. Currently what types of services are being provided? If applicable, provide a copy of each Department of Public Health license held by the Petitioner.

   Please refer to Attachment 3 for Saint Francis Hospital and Medical Center's license.

2. What types of services are being proposed and what DPH licensure categories will be sought, if applicable?

   There are no new services being proposed.

3. Who is the current population served and who is the target population to be served?

Please refer to the summary contained to Attachment 4.

4. Identify any unmet need and how this project will fulfill that need.

Please refer to the summary contained to Attachment 4.

5. Are there any similar existing service providers in the proposed geographic area?

Please refer to the summary contained to Attachment 4.

6. What is the effect of this project on the health care delivery system in the State of Connecticut?

Please refer to the summary contained to Attachment 4.

7. Who will be responsible for providing the service?

Please refer to the summary contained to Attachment 4.

8. Who are the payers of this service?

Please refer to the summary contained to Attachment 4.

If requesting a Waiver of a Certificate of Need, please complete Section V.

SECTION V. WAIVER OF CON FOR REPLACEMENT EQUIPMENT

I may be eligible for a waiver from the Certificate of Need process because of the following: (Please check all that apply)

☐ This request is for Replacement Equipment.

- ☐ The original equipment was authorized by the Commission/OHCA in Docket Number
- ☐ The cost of the equipment is not to exceed $2,000,000.
- ☐ The cost of the replacement equipment does not exceed the original cost increased by 10% per year.

Please complete the attached affidavit for Section V only.

Please refer to the completed affidavid which is contained in Attachment 5.

Project Type Listing

Please indicate the number or numbers of types of projects that apply to your request on the line provided on the Letter of Intent Form (Section II, page 2).

Inpatient

1. Cardiac Services
2. Hospice
3. Maternity
4. Med/ Surg.
5. Pediatrics
6. Rehabilitation Services
7. Transplantation Programs
8. Trauma Centers
9. Behavioral Health (Psychiatric and Substance Abuse Services)
10. Other Inpatient

Outpatient

11. Ambulatory Surgery Center
12. Birthing Centers
13. Oncology Services
14. Outpatient Rehabilitation Services
15. Paramedics Services
16. Primary Care Clinics
17. Urgent Care Units
18. Behavioral Health (Psychiatric and Substance Amuse Services)
19. MRI
20. CT Scanner
21. PET Scanner
22. Other Imaging Services
23. Lithotripsy
24. Mobile Services
25. Other Outpatient
26. Central Services Facility

Non-Clinical

27. Facility Development
28. Non-Medical Equipment
29. Land and Building Acquisitions
30. Organizational Structure (Mergers, Acquisitions, Affiliations, and Changes in Ownership)
31. Renovations
32. Other Non-Clinical

ATTACHMENT 1

Saint Francis Hospital and Medical Center Service Area

Primary Service Area	Secondary Service Area
West Hartford	Rocky Hill
Hartford	Wethersfield
East Hartford	Newington
Bloomfield	New Britain
Windsor	Plainville
Windsor Locks	Cromwell
East Granby	Berlin
Granby	Southington
Suffield	Glastonbury
South Windsor	Marlborough
Simsbury	Hebron
Canton	Bristol
Avon	Burlington
Farmington	Harwinton
East Windsor	Thomaston
Ellington	Plymouth
Somers	Wolcott
Stafford/Union	Middletown
Enfield	Meriden
Manchester/Bolton	Middlefield
Andover	Portland
Vernon	East Hampton
Tolland	Colebrook
	Hartland
	New Hartford
	Norfolk
	Barkhamsted
	Torrington
	Winchester/Winsted

ATTACHMENT 2

STEREOTAXIS

DIGITAL SOLUTIONS FOR INTERVENTIONAL MEDICINE

Stereotaxis, Inc.
4041 Forest Park Avenue
St. Louis, MO 63108

QUOTE REFERENCE	
Number: 100309D	Date: December 15, 2005

Saint Francis *Care*
114 Woodland Street
Hartford, CT 06105

Stereotaxis Representative	PAGE
Geralynn Miller (978) 866-4918	Page 1 of 9

INQUIRIES REGARDING THIS QUOTATION SHOULD REFER TO QUOTE NUMBER AND BE DIRECTED TO THE STEREOTAXIS REPRESENTATIVE

Stereotaxis, Inc., is pleased to submit the following quotation for the Stereotaxis NIOBE® Magnetic Interventional Instrument Control System ("NIOBE® System") on the terms described below and in the attachment to this quotation, subject to your acceptance of these terms.*

Please find the attached quote for Saint Francis *Care*. Please review and sign. If you have any questions please feel free to contact me.

Regards,

Frank Kloiber (314) 615-6933

TERMS OF PAYMENT:

SEE SPECIAL PAYMENT TERMS ON PAGE 3

STEREOTAXIS, INC.

SUBMITTED BY: _____ (signature)

NAME: _____

TITLE: Stereotaxis Representative

DATE: _____

DELIVERY SUBJECT TO AVAILABILITY:

F.O.B. FACTORY

THIS QUOTE IS IN US DOLLARS, IS CONTINGENT ON A SATISFACTORY CREDIT EVALUATION, AND IS SUBJECT TO THE ATTACHED TERMS AND CONDITIONS AND SERVICE AGREEMENT BEING SIGNED.

CUSTOMER'S ACCEPTANCE

BY: _____ (signature)

NAME: _____

TITLE: _____

DATE: _____

Customer is responsible for providing information on all discounts and rebates to Medicare, Medicaid, and other government health care programs in accordance with all applicable laws, including without limitation 42 USC 1320a-7(b)(3)(A).

Stereotaxis understands that the acceptance of this quote is contingent upon CON approval.

CAUTION: Federal (USA) law restricts this device to sale, distribution, and use by or on the order of a physician

Item	Qty	PART NO.	DESCRIPTION	PRICE
1	1	001-006000-1	**NIOBE® II SYSTEM** The Niobe® II system is designed to magnetically control, directly at the working tip, percutaneous medical devices including guidewires and catheters. The system consists of a pair of articulating permanent magnets, computerized user interface and computer software for magnetic field control. The system offers auto-centering of the patient position and ±45° of imaging angulation. The Niobe®II System is designed for integration with an approved digital fluoroscopy system.	**$1,155,000**
2	1	001-004115-5	**CARDIODRIVE®** Included with the Niobe® System will be the Cardiodrive® automated catheter advancer system, which can be activated at the time this product is commercially released. **INSTALLATION** Stereotaxis, through its authorized representatives, will install the Niobe® System after room construction is completed by Customer. Installation includes interconnection, calibration and testing to ensure that the Niobe® System conforms to relevant specifications. Additional charges for use of required contractors other than for authorized Stereotaxis' representatives due to customer contractual, union or legal requirements will be borne by the customer. **DELIVERY** System shipping to Hartford, CT	**$100,000**
3	1	020-004500-4	**NAVIGANT™ ADVANCED USER INTERFACE** The Navigant™ Advanced User Interface provides advanced tools for anatomic visualizations, navigation controls, and physician interface that make the navigation of devices with the Niobe® System more intuitive for the physician. Navigant™ is integrated with the CardioDrive® catheter advancer system. Navigant's graphic displays are situated in both the procedure room and the control room. Text input to Navigant™ is provided via a keyboard in the control room. Navigant™ is tailored toward electrophysiology and interventional cardiology applications. Navigant™ includes Touch Screen control for table-side navigation. The license fee for Navigant™ is $40,000 per annum.	**$595,000**
4	1	020-005184-2	**NAVIVIEW** Generates a three-dimensional vessel pathway based on two standard x-ray views. In addition to providing a recommended magnetic navigation pathway through the targeted vessel, this feature also provides a QCA (Quantitative Coronary Analysis) of the vessel pathway/lesion location in order to determine lesion length and vessel diameters- for better stent selection decisions.	**$88,000**

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

Item	Qty	PART NO.	DESCRIPTION	PRICE
5	1		**3 YEAR SOFTWARE INNOVATION GUARANTEE** Provides updates to Navigant™ software inclusive of additional features with their associated Navigant™ hardware. Improvements to the Niobe System that are not supported by software features are not included.	$250,000
			NIOBE® SYSTEM LIST PRICE **DISCOUNT** **NET NIOBE PRICE**	**$2,188,000** **(788,000)** **$1,400,000**
			SERVICE OPTION **4 YEAR PLATINUM SERVICE PLAN** (Navigant™ license fee is included with purchase of platinum service plan) **Term:** Four (4) year non-cancelable term, commencing one year from the date of installation. Thereafter extended from year to year for two (2) years unless cancelled by either party. **Price:** Premium service plan features described in Exhibit B. Fixed price of $130,000 per annum for four (4) years. Thereafter subject to adjustment in accordance with Stereotaxis' prevailing prices. See Exhibit B for additional service offerings. **One Year Warranty** The Stereotaxis products (other than software) have a one (1) year Warranty, commencing from the date of installation, which covers all parts and labor necessary to effect covered repairs as provided in the Warranty. For reference purposes standard room construction charges without structural reinforcements to the floor typically can be completed for $150,000 or less inclusive of construction charges for the imaging system.	**$130,000** per year

EXHIBIT A
Niobe® System Components List

Shipment 1 goes during the construction phase to be installed in the floor (tracks) and ceiling (hose mounts)

Quanity	Part #	Description
1	040-005560-1	Track Kit
2	040-004461-1	Ceiling Mount Kit

Shipment 2 goes after construction phase to be installed in the room (main STX install)

Quantity	Part #	Description
1	001-006X00-1	Niobe PM3.2 System
		Skid 1 of 6
1	030-003980-3	Control Cabinet Assy.
		Skid 2 of 6
1	030-005315-1	Positioner Assy. MP1 – (Z, Phi, Theta)
		Skid 3 of 6
1	030-005315-1	Positioner Assy. MP2 – (Z, Phi, Theta)
		Skid 4 of 6
1	030-005351-1	Frame/Cradle/Pivot Assy. – MP1
		Skid 5 of 6
1	030-005352-1	Frame/Cradle/Pivot Assy. – MP1
		Skid 6 of 6
1	040-005300-3	Cable Kit Assy. (also packed with Skids 2 & 3)
Multiple		Miscellaneous Loose Components

Shipment 3 (magnets and covers) goes after the main STX and imaging equipment are installed.

Quantity	Part #	Description
2	365-003705-1	Niobe® Magnet
1	040-005700-1	Cover Kit

EXHIBIT B
Stereotaxis Service Plans
Coverage Details for NIOBE® System, Cardiodrive® and Navigant™

Item	Gold Plan	Platinum Plan
Parts & Labor • All parts and labor necessary to effect covered repairs as provided in the General Terms and Conditions of Service Agreement	Covered	Covered
Response Time • Ability to initiate a service request • On site response time by Field Service Engineer*	24x7x365 4 hours	24x7x365 4 hours ***Priority Service**
Principal Coverage Period (PCP) • (Gold) Monday to Friday 8am-5pm • (Platinum) Sliding 12 hour window of coverage. Customer selects covered hours to commence 6am – 12noon Note: Excludes Stereotaxis' holidays	Covered Not Covered	Covered
Planned Maintenance Inspections • Annual visit • Semi-annual system tune up and verification of User Maintenance Items	Covered Not Covered	Covered Covered
System Health Check • Monthly remote monitoring of system for performance review and proactive identification of possible service issues Note: Requires analog phone line for remote service	Not Covered	Covered
Software Coverage • Navigant™ Annual License Fee • Software coverage for NIOBE® System, Cardiodrive® Note this does not cover any updates that provide new features or capabilities or that require hardware changes	Not Included Covered	Included Covered

1 year Gold Contract – Follows Standard Warranty Additional years subject to price increases	$88,000
4 year Gold Contract – Follows Standard Warranty	$88,000 per year firm pricing
1 year Platinum Contract outside of Warranty Additional years subject to price increases	$130,000
5 year Platinum Contract (per year firm pricing)	$130,000

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

STEREOTAXIS, INC. TERMS AND CONDITIONS OF SALE

1. GENERAL

1.1 Contract Terms
These terms and conditions constitute an integral part of the quotation to which they are attached ("the Quotation") provided by the Seller to sell products ("Products", which includes the Niobe Magnetic Navigation System) to Purchaser and will govern the sale of the Products. Seller will not be bound by, and specifically objects to, any term, condition or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise, unless Seller specifically agrees to any such provision in writing signed by Seller. Products may contain used, reworked or refurbished parts and components that comply with performance and reliability specifications. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance
Acceptance of an order by Seller is expressly made conditional on Purchaser's acceptance of these terms and conditions. Purchaser will be deemed to have assented to Purchaser's completion or execution of this Agreement and Purchaser's acceptance of all or any part of the Products subject to this Agreement or by issuance of a purchase order to Seller pursuant to the Quotation ("Purchase Order").

1.3 Authorized Use
In order to ensure patient safety Purchaser agrees that it will not use or permit others to use the Niobe Magnetic Navigation System with any disposable devices, software, accessories or with any fluoroscopy system other than what is approved in writing by the Seller. Purchaser further agrees that it will not modify the Niobe Magnetic Navigation System or any of devices or software provided by Seller for use with the system.

2. PRICING

2.1 Quotations
Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars F.O.B. Seller's facility or other shipping point and include standard and customary packaging. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the Quotation will only be valid for forty-five (45) days from the date thereof.

2.2 Delay in Acceptance of Delivery
Should the agreed delivery date be postponed by Purchaser, Seller will have the right to delivery to storage at Purchaser's risk and expense, and any payments due upon delivery will become on the agreed delivery date provided Seller is ready to deliver.

2.3 Escalation
Unless otherwise agreed to in writing, except as to goods to be delivered within six (6) months of Seller's acceptance by Seller of Purchaser's order, Seller reserves the right to increase its prices to those in effect at the time of shipment.

2.4 Disposable Devices
Seller will make available to Purchaser from during the life of the Niobe Magnetic Navigation System such disposable devices as are cleared or approved by applicable regulatory bodies for use with such system on reasonable commercial terms and in a manner consistent with Seller's then general pricing and other practices in respect of the same.

3. TAXES

Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, will be in addition to the quoted prices and will be paid by Purchaser.

4. TERMS OF PAYMENT

4.1 Due Date
Unless otherwise set forth in the Quotation, Seller's payment terms are as follows: an initial deposit of 40% of the purchase price for each Product is due upon submission of the purchase order, an additional 50% of the purchase price for each Product is due upon its delivery and the final 10% of purchase price is due upon completion of installation (or in the case of Products for which no installation is required, upon delivery of the Product). Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Unless otherwise agreed to in writing, all amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser will pay all such amounts in lawful money of the United States. Partial shipments will be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

4.2 Late Payment
A service charge of 1 ½% per month, not to exceed the maximum rate allowed by law, will be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge will be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge will not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment with Seller, then Seller will have no obligation to continue performance under any agreement with Purchaser.

4.3 Payment of Lesser Amount
If Purchaser pays, or Seller otherwise receives, a lesser amount than the full amount provided for under this Agreement, such payment or receipt will not constitute or be construed other than as on account of the earliest amount due Seller. Seller may accept any check or payment in any amount without prejudice to Seller's right to recover the balance of the amount due or pursue any other right or remedy. No endorsement or statement on any check or payment will constitute or be construed as an accord or satisfaction.

4.4 Where Upon Installation or Completion
In respect of amounts payable upon completion of installation, where such completion is delayed for any reason for which Seller is not responsible, the Products will be deemed installed within 30 days of delivery and, if no other terms were agreed in writing by the parties, the balance of payments will be due no later than thirty (30) days thereafter, regardless of the actual date of completion of installation.

4.5 Failure of Purchaser to Pay
Upon Purchaser's failure to pay when due any amount required to be paid to Seller under this Agreement the, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon will become immediately due and payable without notice, demand, or period of grace; (b) Purchaser will put Seller in possession of the Products upon demand; (c) Seller may enter any premises where the Products are located and take possession of the Products without notice or demand and without legal proceedings; or (d) at the request of Seller, Purchaser will assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties. Where this Agreement is referred to an attorney for collection or realization then Seller will be entitled to recover amounts including, without limitation, a reasonable sum for attorneys fees, expenses of title search, all court costs and other reasonable legal expenses and where any partial collection is made, Purchaser will pay any deficiency remaining after collection of or realization by Seller on the Products.

5. EXPORT TERMS

5.1 Permits & Licenses
Purchaser will procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

5.2 Compliance With Regulations
Purchaser will not, directly or indirectly, violate any applicable law, regulation or treaty, or any other international treaty or agreement relating to the export or re-export of any Product or associated

technical data, to which the U.S. adheres or with which the U.S. complies. Purchaser will defend, indemnify and hold Seller harmless from any claim, damage, liability or expense (including but not limited to reasonable attorney fees) arising out of or in connection with any violation of the preceding sentence. If Purchaser purchases a Product at the domestic price and exports such Product, or transfers such Product to a third party for export, outside of the U.S., Purchaser will pay to Seller the difference between the domestic price and the international retail price of such Product pursuant to the payment terms set forth herein. Purchaser will deliver to Seller, upon Seller's request, written assurance regarding compliance with this section in form and content reasonably acceptable to Seller.

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date
Delivery and completion schedules are approximate only and are based on conditions at the time of acceptance of Purchaser's order by Seller. Seller will make every reasonable effort to meet delivery date(s) quoted or acknowledged, but will not be liable for any failure to meet such date(s). Partial shipments may be made.

6.2 Risk of Loss, Title
Unless otherwise agreed to in writing, delivery will be complete upon transfer of possession to common carrier, F.O.B. point of origin, whereupon title to and all risk of loss, damage to or destruction of the Products will pass to Purchaser. All freight charges and other transportation, packing and insurance costs, license fees, customer duties and other similar charges will be the sole responsibility of the Purchaser unless otherwise agreed to in writing by the Seller. In the event of any loss or damage to any of the Products during shipment, Purchaser should make claim against the carrier.

7. SECURITY AND INTEREST/FILING

Seller will have a purchase money security interest in the Products (and all accessories and replacements thereto and all proceeds thereof) until payment in full by Purchaser and satisfaction of all other obligations of Purchaser hereunder. Purchaser authorizes Seller to file (and Purchaser will promptly execute, if requested by Seller) and (ii) irrevocably appoints Seller its agent and attorney-in-fact to execute in the name of Purchaser and file, with such authorities and at such locations as Seller may deem appropriate, any financing statements required by applicable regulation with respect to the Products and/or this Agreement. Purchaser also agrees that an original or a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by Seller as a Uniform Commercial Code financing statement in the U.S. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders Final
Orders accepted by Seller are not subject to change except upon written agreement. Orders accepted by Seller are non-cancelable.

8.2 Design Updates
Seller will have the right to change the manufacture and/or design of its Products if, in the judgment of Seller, such change does not alter the general function of the Products.

9. FORCE MAJEURE
Seller will make every effort to complete shipment, and installation where indicated, but will not be liable for any loss or damage for delay in delivery, inability to install or any other failure to perform due to causes beyond its reasonable control including, but not limited to, acts of government or compliance with any governmental rules or regulations, acts of God or the public, war, civil commotion, blockades, embargos, calamities, floods, fires, earthquakes, explosions, storms, strikes, lockouts, labor disputes, or unavailability of labor, raw materials, power or supplies. Should such a delay occur, Seller may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without liability other than to return any unearned deposit or prepayment.

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder will be free from defects in material or workmanship under normal use and service for the period a period of one year following completion of installation in accordance with 12.6 hereof, which date will be confirmed in writing by Seller. Seller makes no warranty for any Products made by persons other than Seller, or its affiliates, and Purchaser's sole warranty therefore, if any, is the original manufacturer's warranty, which Seller agrees to pass on it Purchaser, as applicable.

10.2 No warranty extended by Seller will apply to any Products which have been damaged by accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied equipment without Seller's prior written approval; which failed due to causes from the use of operating supplies or consumable parts not approved by Seller. In addition and without limitation, no warranty extended by Seller will apply to any failure to comply with Section 1.3 or any failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over cables, or delamination from cleaning with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser will furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements will not interrupt, extend or prolong the term of the warranty. Purchaser will pay seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgment, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, except as specifically stated in writing, nor to products or parts thereof supplied by Purchaser.

10.3 This warranty is made on condition that immediate written notice of any noncompliance is given to Seller and Seller's inspection reveals that the Purchaser's claim is valid under the terms of the warranty (i.e. that the noncompliance is due to traceable defects in original materials and/or workmanship).

10.4 Warranty service will be provided without charge during Seller's regular working hours (8:30 – 5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed other than during these times, such service can be made available at an additional charge, at Seller's then current rates. Seller may utilize sub-contractors for purposes of carrying out warranty service.

SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN, WHICH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE PRODUCTS AND ANY PRODUCT, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

11. LIMITATION OF LIABILITY

11.1 In no event will Seller's liability hereunder exceed the actual loss or damage sustained by Purchaser, up to the purchase price of the Products.

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS, LOSS OF STORED, TRANSMITTED OR RECORDED DATA, OR FOR ANY INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. This provision does not affect third party claims for personal injury arising as a result of Seller's negligence or product defect. THE FOREGOING IS

A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION

12.1 General
Unless otherwise expressly stipulated in writing, the Products covered hereby will be installed (where applicable) by and at the expense of Seller.

12.2 Installation by Seller.
Subject to fulfillment of the obligations set forth in 12.4 below, Seller will install the Products covered hereby and connect same to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller's technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed during normal business hours. Any overtime charges or other special expenses will be additional charges to the prices show.

12.3 Trade Unions
If a trade union, or unions, prevents Seller from performing the above work, the Purchaser will make all required arrangements with the trade union, or unions, to permit Seller completion of said work. Moreover, any additional costs related to such any such arrangements or labor disputes will be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 Purchaser's Obligations
Purchaser will, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials will be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser will provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment prior to installation by Seller. If any special work of any type must be performed in order to comply with requirements of any governmental authority, including procurement of special certificates, permits and approvals, the same will be performed or procured by Purchaser at Purchaser's expense. Purchaser will provide a suitable environment for the Products and will ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed dangerous conditions and that all site requirements are met. Purchaser is responsible for ensuring compliance with local regulations relating to installation. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

12.5 Regulatory Reporting
Seller will only report activity performed by its authorized personnel and in all other respects Purchaser will be responsible for fulfilling any and all regulatory reporting requirements.

12.6 Completion of Installation
Installation will be complete upon the conclusion of final calibration and checkout under Seller standard procedures to verify that the Products meet applicable written performance specifications. Notwithstanding the foregoing, first use of the Products by Purchaser, its agents or employees for any purpose after delivery will constitute completion of installation.

13. INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS

13.1 Infringement by Seller.
Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any patent or copyright in the country of the installation site identified in the Quotation. If Purchaser receives a claim that any such Product, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser will notify the Seller in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates:

(a) Purchaser will give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims; and

(b) Seller will then, at its own expense, defend or settle such claims, procure for the Purchaser the right to use the Products, or remove or modify them to avoid infringement. If none of these alternatives is available on terms reasonable to Seller, then Purchaser will return the Products to Seller and Seller will refund to Purchaser the purchase price paid by the Purchaser less reasonable depreciation for Purchaser's use of the Products.

13.2 Infringement by Purchaser
If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by the Purchaser, or if the Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 will be null and void and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser will indemnify and hold Seller harmless against any liability or expense, including reasonable attorneys fees, incurred by Seller in connection therewith.

14. DESIGNS AND TRADE SECRETS/LICENSE

14.1 Any drawings, data, designs, software programs or other technical or confidential information supplied by Seller to Purchaser in connection with the sale of the Products are not included in the sale of the Products to Purchaser, will remain Seller's property and will at all times be held in confidence by Purchaser. Such information will not be reproduced or disclosed to others without Seller's prior written consent.

14.2 Purchaser acknowledges and agrees that any and all software incorporated into the Niobe Magnetic Navigation System, or contained or comprised in any Products or other accessories provided by Seller to Purchaser for use with the Niobe Magnetic Navigation System remains the property of Seller or where applicable, its licensor(s) and is licensed to Purchaser on a non-exclusive, non-transferable basis (for the license fees described in the Quotation) not sold. This software is the confidential information of Seller and Purchaser will not copy or modify this software, reverse engineer, decompile or disassemble or use this software except in conjunction with the Niobe Magnetic Navigation System at the installation site. Notwithstanding anything else contained in this Agreement there is no warranty or condition of non-infringement, quiet enjoyment or possession or title regarding such software. Purchaser acknowledges that the software is of such complexity that it may have inherent or latent defects and agrees that its sole remedy for any defects during the warranty period is that Seller will correct documented software errors. There are no licenses or rights in respect of software upgrades or future software products implied or provided for by this Agreement

14.3 Purchaser agrees that it will not use the Products in a manner that infringes any of Seller's patents.

15. ENGINEERING CHANGES

Seller makes no representation that engineering changes that may be announced in the future will be suitable for use on, or in connection with, the Products.

16. ASSIGNMENT

Neither party may assign any right or obligations under this Agreement without the written consent of the other and any attempt to do so will be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company or an acquirer of all or a substantial portion of the assets of Seller. This Agreement will inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives.

17. DAMAGES, COSTS AND FEES

In the event that any dispute or difference is brought arising from or relating to this Agreement or the breach, termination or validity thereof, the prevailing party will NOT be entitled to recover from the other party any punitive damages. The prevailing party will be entitled to recover from the other party all reasonable attorneys fees incurred, together with other such expenses, costs and disbursements as may be allowed by law.

18. MODIFICATION

This Agreement may not be changed, modified or amended except in writing signed by duly authorized representatives of the parties.

19. GOVERNING LAW

This Agreement will be governed by the laws of the State of Delaware.

20. INTEGRATION

These terms and conditions, including any attachments or other documents incorporated by reference herein, constitute the entire agreement and the complete and exclusive statement of agreement with respect to the subject matter hereof, and supercedes any and all prior agreements, understandings and communications between the parties with respect to the Products.

21. SEVERABILITY; HEADINGS

No provision of this Agreement that may be deemed unenforceable will in any way invalidate any other portion or provision of this Agreement. Section headings are for convenience only and will have no substantive effect.

22. WAIVER

No failure and no delay in exercising, on the part of any party, any right under this Agreement will operate as a waiver thereof, nor will any single or partial exercise of any right preclude the further exercise of any other right.

23. NOTICES

Any notice or other communication under this Agreement will be deemed properly given if given in writing and delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient at its address specified on the face hereof. Either party may from time to time change such address by giving the other party notice of such change in accordance with this section.

24. RIGHTS CUMULATIVE

The rights and remedies afforded to Seller under this Agreement are in addition to, and do not in any way limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

25. END USER CERTIFICATION

Purchaser represents, warrants and covenants that it is acquiring the Products for its own end use and not for reselling, leasing or transferring to a third party (except for lease back financing)

26. TRANSFER OF PRODUCTS

Purchaser grants Seller a right of first refusal on substantially equivalent terms with respect to any proposed sale of any Products to any third party.

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

PHILIPS MEDICAL SYSTEMS N.A.
22100 Bothell Everett Highway
P.O. Box 3003
Bothell, Washington 98041-3003
Tel: (800) 722-7900

PHILIPS

Quotation #: 1-4VV1WV	**Rev:** 2	**Effective From:** 26-Jan-06	**To:** 12-Mar-06

Presented To:

ST FRANCIS HOSPITAL
114 WOODLAND ST
HARTFORD, CT 06105-1200

Tel:

Presented By:

Jane Aldieri
Account Manager
Tel: (888) 345-8002 x2482
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Date Printed: 26-Jan-06

Buying Group: PREMIER PURCHASING PARTNERS L P **Contract #:** Premier Option 2 Master

Each Quotation solution will reference a specific Buying Group/Contract Number in which discounts, fees and any specific terms and conditions for that single quoted solution will apply. If no Buying Group/Contract Number is shown, Philips' standard terms and conditions for sale will apply to the quoted solution.

Submit Orders To:

100 Summit Lake Dr STE 210
Valhalla NY 10595
Tel: (914) 570-2348
Fax: (914) 570-2397

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

The Lease Information contained in this Quote is subject to a separate leasing proposal.

Quote Solution Summary

Line #	Product	Qty	Price
1	100210 Allura Xper FD10	1	$1,306,567.10
		Equipment Total:	$1,306,567.10

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100210 Allura Xper FD10	1	$1,306,567.10		$1,306,567.10
60 Month Equipment + Service Lease Fair Market Value			$26,980.69	
SVC0100 CUSTOMerCARE Gold			$5,226.38	

The Lease Information contained in this Quote is subject to a separate leasing proposal. If the trade-in equipment is leased with Philips Medical Capital, then the monthly payment does not apply.

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

Buying Group: **PREMIER PURCHASING PARTNERS L P** **Contract #:** **PP-IM-037_Tier 3-6-9**

Addt'l Terms: **Service Coverage will be extended on Philips Equipment covered in this Quote/Solution for months 13-24. Only if at the same time the Purchase Order is Issued for the Equipment there is also a Purchase Agreement issued**

Each Quotation solution will reference a specific Buying Group/Contract Number in which discounts, fees and any specific terms and conditions for that single quoted solution will apply. If no Buying Group/Contract Number is shown, Philips' standard terms and conditions for sale will apply to the quoted solution.

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

Payment Terms: **0% Down, 80% Upon Delivery, 20% Completion of Installation or First Use, Net due upon receipt**

100210 Allura Xper FD10

System Type: New
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a System 24 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: Service Coverage will be extended on Philips Equipment covered in this Quote/Solution for months 13-24.

Line #	Part #	Description	Qty
1	**NNAE115	Allura Xper FD10 C (Rel. 2)	1

The Allura Xper FD10 (Ceiling) single-plane cardiovascular system comprises a ceiling mounted G-arm stand and digital imaging X-ray system for cardiovascular diagnostic and interventional procedures.

The Allura Xper FD10 system is an integrated single-host concept. The system comprises five functional building blocks: Geometry, X-ray Generation, User Interface, Imager Detection, and Viewing. Each functional building block is explained in further detail including accessories.

Geometry
The ceiling suspended geometry segment offers full cardiovascular projection possibility.

Key features include:

- A motorized, ceiling suspended Poly Diagnost G-arm, which can be ceiling rotated to allow a three-sided patient approach at maximum free floor space with full body coverage.
- All stand movements are motorized. The motorized and manual parking movement consists of ceiling rotation and a longitudinal movement. The counterbalanced Dynamic Flat Detector can also be positioned manually and motorized. Angulation and rotation of the Poly Diagnost G-arm is motorized at high speeds.
- Parking and longitudinal movement of the Poly Diagnost G stand, can be done both manually and motorized. The longitudinal movement comprises electronic auto-stop positions, to facilitate positioning in the iso-center with ease and accuracy.
- Comfortable, single operator control of stand parking or longitudinal positioning. It provides motorized base rotation at 12 degrees/s from +90 to -90 degrees, and motorized longitudinal movement at 15 cm/s over a maximum range of 260 cm.
- The projection angles for the Poly Diagnost G-arm in the head position (orientated parallel to the table) are:
  - Rotation 120 degrees LAO to 120 degrees RAO
  - Angulation 45 degrees cranial to 45 degrees caudal
- The projection angles for the Poly Diagnost G-arm in the left or right position of the patient (orientated perpendicular to the table) are:
  - Rotation 45 degrees LAO to 45 degrees RAO
  - Angulation 120 degrees cranial to 120 degrees caudal
- Motorized stand movements with variable speed and configurable max speed, allowing:
  - Rotation up to 25 degrees/s

- Angulation up to 18 degrees/s
- The depth of the Poly Diagnost G arm is 105 cm.
- The stand features BodyGuard capacitive sensing for fast and effective positioning of the stand and the Dynamic Flat Detector.
- The variable source image distance between focus and Dynamic Flat Detector input screen is 86.5 to 123 cm. The Dynamic Flat Detector is counter-balanced, which means it can be positioned both manually and motorized.
- Patient support provided with a flat carbon fiber table-top:
  - Table top length of 293 cm
  - Metal-free overhang 125 cm
  - Floating table-top movement of 100 cm longitudinal and 2 x 18 cm transversal
  - Motorized height adjustment from 76 to 104 cm
  - Maximum patient weight 225 kg plus 500 N for CPR (or 200 kg plus 1000 N) in any longitudinal position of the table top
- Xper Table Side Operating modules (T.S.O.) for geometry and imaging. The T.S.O.'s can be attached to either side of the table while operation remains intuitively logical.
- The Xper Geometry T.S.O. module includes controls for storage and recall of two freely selectable G-arm projections.

X-ray Generation
The Allura Xper FD10 comprises an integrated dedicated X-ray system, micro-processor controlled Velara CFD generator based on high frequency converter technique. The user interface control of this X-ray Generator is incorporated in the Xper module, Xper Desktop Viewing Console, and the Xper on-screen displays.

Key features include:

- X-ray generator 100 kW
- Voltage range is 40 - 125 kV
- Maximum current 1250 mA at 80 kV
- Maximum continuous power for fluoroscopy: 2 kW for 8 hours, 2,4 kW for 0,5 hour
- Program selection
- Pulsed X-ray up to 3.75 , 7.5 , 15 , 30 frames/s for digital dynamic exposures
- Pulsed X-ray for pulsed fluoroscopy (3.75 , 7.5 , 15 , 30 frames/s).
- Minimum exposure time of 1 ms
- Automatic kV and mA control for optimal image quality prior to run to safe dose
- Optimal X-ray tube load incorporated in the Velara CFD generator
- An X-ray depth collimator with single semi-transparent wedged filter with manual and automatic positioning. SpectraBeam filtering of low energy radiation to optimize image quality and dose efficiency with MRC-GS 0508 X-ray tube.

- Xper Beam Shaping, which means that both shutters and wedges can be positioned on the Last image Hold without the need for X-ray radiation.
- Fluoroscopy
- Three programmable fluoroscopy modes can be selected from the Xper Imaging T.S.O. Each mode has a different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, adaptive harmonization).
- Xper Fluoro Storage, a grab function allows storage and archiving of both a fluoro image or the last max 20 seconds of Fluoroscopy, called Xper Fluoro Storage. These images or runs can be archive as a regular run.

Image Detection
The Allura Xper FD10 comprises the following image detection chain.

Key features include:

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

Viewing
The Allura Xper FD10 comprises the following components in order to display the clinical images in the control and examination room.

Two 18 inch monochrome LCD monitors. These LCD monitors are intended for viewing in the examination room and are designed for medical applications.

Key features include:

- 18 inch monochrome TFT-LCD display
- Native format 1280x1024 SXGA
- 10 bit gray-scale resolution with gray-scale correction
- Wide viewing angle (approx. 160 degr)
- High brightness (max 600 Cd/m2, default 500 Cd/m2) with ambient light dependent brightness control
- Push buttons for control functions on front
- User programable and standard reference setting
- On Screen Display
- Internal selectable lookup table for gray-scale transfer function

- Internal power supply (110-240 VAC)
- Including integrated LCD protection screen

The monitors are mounted in the Flat-monitor ceiling suspension in the exam room, which can accomodate 2,3,4 or 6 18"LCD monitors at choice and includes motorized height adjustment. The Ceiling suspension allows flexible monitor positioning over a range of about 360 x 300 cm.

Key features include:

- One monitor is used for viewing of live images. The second monitor serves as the first reference display and is completed with:
  - Hardware and software for first reference channel
- Providing first set of reference images or runs, controlled by infra-red remote-control Xper Viewpad.
- The On-Screen Display provides status information on stand rotation, angulation, display of system messages, X-ray tube load status, selected fluoroscopy mode, selected detector Field of View, and both the rate and accumulation of the dose area product and skin dose.

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

Key features include:

- 100,000 images at matrix size of 1024 x 1024, 10 bit
- Maximum number of examinations is 999, with no limit to the maximum number of images per examination
- Top performance is achieved by a Dedicated Image Pipeline Processor that has an equivalent capability of more than 8000 MIPS and is designed for video speed image processing. It includes:
- Adaptive contour enhancement at 9 x 9 kernel
- Adaptive harmonization enhancement at 192 x 192 kernel

The Viewing also comprises SPIRIT and Xres

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

User Interface

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

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

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

Key features include:

- X-ray indicator
- X-ray tube temperature condition
- Gantry position in rotation and angulation
- Source Image Distance
- Table tilt angle, if the SyncraTilt option is installed
- Detector field size display
- General System messages
- Selected Frame speed
- Fluoroscopy mode
- Integrated fluoroscopy time
- Skin Dose: dose rate at X-ray, cumulated dose at no X-ray
- Dose Area Product: dose rate at X-ray, cumulated dose at no X-ray
- Stopwatch

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

Key features include:

- Run and image selection
- File and run cycle
- Selection of the review speed
- Run and file overview
- Active file selection
- Delete run
- Flagging for storage of file and run

- Subtraction on/off and image mask selection if subtraction option package is available
- Digital zoom
- Store reference run or image to reference monitors
- Switching of the On-Screen Displays
- Recall reference images, which means switching control of Xper ViewPad function from life to reference monitor

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

Key features include:

- Acquisition settings
- Selection of Xper Setting, which incorporates a list of function settings to set frame rates and x-ray generation settings applicable for the type of the preferred intervention
- Automatic Position Control (optional)
- Selection of a sequence of preprogrammed positions. The sequence of 10 projections is programmable under Xper Settings.
- Automatic positioning recall of the projection of the stand, that matches with the selected reference image.
- Image Processing
- Image Processing parameters can be adjusted on the Xper Module:
  - Quantitative Analysis (optional)
  - Quantitative Analysis can be performed on the Xper Modules, such as Quantitative Coronary Analysis, and the Left Ventricular Analysis. The QA packages contain a universal measurement tool for length and angle measurement.

The Xper Geometry T.S.O. Module can be positioned at all sides of the patient table, while keeping the button operation intuitive.

Key features include:

- Tabletop float
- Table height position
- Table tilt angle if SyncraTilt option is provided
- Source Image Distance selection
- Gantry positioning
- Longitudinal movement of the Gantry along the ceiling
- Gantry rotation in an axis perpendicular to the ceiling

- Store and recall of two scratch gantry positions including SID
- Emergency stop button
- Execute button of the Automatic Positioning Control (APC)

Pan Handle
The Xper Imaging T.S.O. can also be positioned at three sides of the patient table, while keeping the button operation intuitive.

Key features include:

- Fluoroscopy Flavor selection defined per Xper Setting
- Shutters and Wedge positioning
- Manual or automatic semitransparent wedge filter
- Xper Fluoro Storage and Grab
- Selection of the Detector field size
- Shutters postioning
- Reset of the fluoroscopy buzzer
- Subtraction (optional)

Both Xper T.S.O.'s are provided with a protection bar. This removable bar protects the buttons from unintended control.

The control room comprises a Xper Review Module, two monitors, a keyboard, a mouse. The monitors are shared screens: the left monitor is the Xper data color monitor, and the right monitor is the Xper review B&W monitor.

The Xper Review Module offers the basic functions for review. The most prominent functions can be controlled by the push of a button.

Key features include:

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

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

Key features include:

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

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

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

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

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

Review
The review page allows for reviewing of patients.

Key features include:

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

Archive
Clinical studies can be archived to a CD or a PACS. The archive process can be completely

automated and customized with Xper Settings. Parameters like multiple destinations, archive formats can be selected to the individual needs and wishes for programming under the Xper Settings.

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

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

Key features include:

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

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

Key features include:

- The Xper DICOM Image Interface transfers through its fast ethernet link, making images available on-line within seconds. The archive process can configured by Xper Settings.
- The images are sent out either in the background, or manually upon completion of the examination.
- The export format is configurable in 512x512 or 1024x1024 matrix.
- The examination can be sent to multiple destinations for archiving and reviewing purposes.
- The Xper DICOM Image Interface provides DICOM Storage and DICOM Storage Commitment Services.
- The DICOM Query/Retrieve function allows older DICOM XA MF and DICOM SC studies to be uploaded in the system. Furthermore, additional information can be appended to a study, while keeping the patient identification the same.

Clinical Education Program for Allura Systems

Essentials OffSite Education: Philips will provide up to two (2) Cardiovascular Technologists, Registered Technologists Registered Nurses, or other system operator as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and buttonology of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration, 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 registration. This class is a prerequisite to your equipment handover OnSite Education. CEU credits may be available for each participant that meets the Guidelines provided by Philips during the scheduling process. Education Hours: Mon - Thu 8:30am to 4:30pm, Fri 8:30am to 12:00pm. Travel and lodging are not included, but may be purchased through Philips.

Handover OnSite Education: Philips Education Specialists will provide thirty-two (32) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 32 hours, and must include the two OffSite education attendees. CEUs are not available in all cases. Please read Guidelines for more information. Education Hours: Mon - Fri 8:00am to 5:00pm, except Monday and Friday are half-days to allow for trainer's travel to site. 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.

The above education entitlements expire one (1) year from equipment delivery date. Ref# 106108-051215

Accessories

- Patient accessories set includes:
- 3 rail accessory clamps
- Mattress; A slow recovery foam mattress with a density of 58 kg/m3. The mattress has a thickness of 5 cm and adapts to the body shape of the patient. It makes the pressure being divided equally and it recovers when the patient is taken off the mattress. The light yellow cover is easy to clean. Patients are more relaxed due to the comfort of this mattress.
- Supporting long interventional procedures

Line #	Part #	Description	Qty

- Translucent catheterization arm rest
- Table mounted radiation shield
- Anti-fatigue floor mat

System Parts
Cabinet Box
Cables For SP Cardio System
PDU-4000V04 (w/o UPS)
MODEM (EXTERNAL)56 KPS, V.34
TABLE MOUNTED RADIATION SHIELD
EXPENDABLES KIT
Blue Anti-Fatigue Floor Mat w/ Logo

2 **NCVA013 **MRC-GS 05/08 X-Ray Tube** 1

Featuring:
- SpectraBeam pre-filter
- SyncraPulse Pulsed Progressive Fluoroscopy
- 2.4 MHU anode heat storage capacity
- 900 kHU/min heat dissipation

Comprising:
- Maximus ROTALIX Ceramic tube (MRC-GS 05/08 with Grid Switch for pulsed fluoroscopy)
- Tube Housing (ROT1001)
- Cooling Unit (CU3000)
- MRC Rotor Control
- High Voltage Cables

3 **NCVA030 **2nd Rererence Monitor in ER (18" LCD)** 1

This additional exam room monitor a B&W LCD mounted on the monitor suspension allows for the display of a second set of reference images or runs; controlled by the Xper Viewpad.

4 **NCVA089 **RIS/CIS DICOM Interface** 1

This package for the INTEGRIS Allúra Flat Detector allows communication of the Integris system with a local Information System (CIS or RIS). The interface makes explicit use DICOM Worklist Management (DICOM WLM) and Modality Performed Procedure Step (DICOM MPPS) functions. If a hospital has an Integris system and an Information System, it will be possible to receive patient and examination request information from the Information System and to report examination results in order to:

- Eliminate the need for retyping patient information on the Integris,
- Prevent errors in typing of patient name or registration number, (ensure consistency with IS information to prevent problems in archive clusters or for searching a name in case of later retrieval),
- Inform the IS about the acquired images and radiation dose.

5 **NCVA088 **Standard Line Rate Video Output** 1

This interface provides image output to standard line rate video peripherals, such as VCRs or paper printers. This option also comprises automatic start and stop of a VCR, synchronous to the generation of X-ray (fluoroscopy and exposures).

6 **NCVA080 **Autmatic Position Control (APC)** 1

Line #	Part #	Description	Qty

The Automatic Position Controller (APC) for Integris Allura Flat Detector systems provides two modes of operation:
- Preset Position Sequence; the sequence of projections is determined per Xper Settings. Each set contains a maximum of 10 positions. Positions can be recalled in sequence or directly. The projection sequence comprises rotation, angulation, and SID settings, related to the selected reference image.
- Reference driven positioning. The projections on the reference monitors can be recalled with the push of a button. The reference driven positioning recollects the rotation, angulation, and SID.

7 ****NCVA086** **Rotational Scan** **1**

Rotational Scan for the Integris Allura Flat Detector C or F provides real-time 3D impressions of complex vasculature and coronary arteries. It acquires multiple projections with just one contrast injection. Rotational Scan can be used during screening procedures to quickly determine the optimal projection for the study as the angle (rotation/angulation) of the projection is indicated on each image. Compared with traditional angiography Rotational Scan can save considerable time and contrast while providing the image detail required for diagnostic and interventional decisions. For the floor-mounted geometry the Rotational Scan is possible only in the head position. For the ceiling-mounted geometry the Rotational Scan is also possible in the side position.
Poly Diagnost G in head position maximum rotation speed 55° maximum rotation angle 240°.
Poly Diagnost G in side position (for Integris Allura Flat Detector C only) maximum rotation angle 90°at 30°per second.

8 ****NCVA598** **EP Workmate on Xper module** **1**

This option integrates the EpMed systems Workmate application in the Allura Xper system.
Workflow enhancement relate to patient demographics transfer and table side control.
This option allows patient demographics to be transferred automatically to the WorkMate system, once the Allura Xper system is ready for acquisition.
Thereafter, it additionally allows operation of the Workmate system with the Xper module during an examination.
Following Workmate functions are available on the Xper module:
1. Start/stop recording EP signals from the moment the function is initiated,
2. Start/stop recording EP signals from the moment the function is initiated,
3. Save fluoro image (in Workmate's examination) ,
4. Add map point to examination log (and mapping system),
5. Mark event (to insert a basic entry in the Workmate's examination log with timp stamp),
6. Events (up to ten predefined event descriptions in examination log of the Workmate),
7. Signal display adjustments,
8. Timer (on/off, reset)
9. Print (a predefined WorkMate report)

9 ****NCVA599** **EP Workmate room integration** **1**

This option brings a cleaner room environment and improved workflow by integrated displays in the monitor ceiling suspension.
By integrated cabling routing, display mounting brackets and a wall connection box the examination room will be cleaner and less sensitive to problems.
The integrated displays lead to a better workflow for the physicians.
The EP recording signals require a 1600*1200 display.
Normally there are 1 (live) or 2 signal monitors (live and review).
These monitors are not compatible with Multivision. In case of optional RPM mapping system

Line #	Part #	Description	Qty

availability,
our standard LCD color monitor must be used (compatible with multivision).
The option comprises:
1. a set of brackets for monitor mounting,
2. wall connection box,
3. cable routing EP displays to MCS,
4. cabling from technical room to Wall connection box

10 **FCV0160 EP Workmate signal display 1

Preliminary hardware option providing a 20" LCD color monitor for EP signals to be used in the examination room monitor ceiling suspension in combination with the WorkMate system.
1 Monitor is mandatroy for live signals. An optional second one can be used for review of signals.
Comprising
1) 20" LCD color monitor with 1600*1200 resolution,
2) Manual. Option is only available in combination with Allura Xper WorkMate integration

11 **NCVA095 PIVOT FOR AD-5 TABLE BASE 1

This system allows angiographic procedures of the upper extremities in conjunction with the INTEGRIS C-Arm systems. It allows pivoting of the table base around its vertical axis ranging from -90 degrees to +90 degrees with locked positions on 0,-13/+13 and -90/+90 degrees. It features a pivot device with graduated scale to be mounted on the universal floor plate of the table.

12 **NCVA094 Syncratilt 1

SyncraTilt is ideal for interventional, myelography, phlebography and head down procedures because it provides more precise imaging of contrast medium, blood, or objects in the body.

With SyncraTilt, the isocentre is automatically located at the isocentre of rotation and angulation of the stand. If the longitudinal position of the stand changes, the tilt isocentre is changed to match with the new stand position. As a result, the region of interest is always centred.

As the table tilts, the X-ray beam automatically coordinates to the movement.

The table floats even when tilted, and the region of interest can be followed by panning the tabletop.

When combined with the Bolus Chase option, SyncraTilt enables phlebography to be performed with a head-up tilted patient.

The option provides:
. maximum tilt range:
-28 degrees (head down) to +20 degrees (head up).
. automatic safeguarding system with manual override
. panning range in tilted plane: equal to the standard tabletop specifications (longitudinal 100cm, lateral 36cm)
. easy to use controls

Comprising:
- Tilt device with user controls

Line #	Part #	Description	Qty

Accessories:
- 2 rail accessory clamps
- 2 table-top clamps
- Foot support
- 4 handgrips
- Chin support (cushion)

13	**NCVA099	**Ratchet Compression Band for AD-5 Table**	1

Comprising:
- 3 cotton compression belts 23 cm wide
- ratchet winding mechanism on one side for symmetrical compression

14	**NCVA038	**Two rows of 3 (6M)**	1
15	**980406160209	**Mavig ceiling trak for RAD-Sheild**	1
16	**980406041009	**Rad Shield w/ Arm (Contoured) 61X76**	1
17	**989801292102	**CV Full Travel Pkg OffSite**	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.

18	**989801292101	**CV Clin Symposia Regis Fee**	1

Registration Fee and syllabus included for one (1) participant to a Philips sponsored, clinical conference with Northwest Imaging Forums. This event is intended for imaging professionals with varied levels of experience, who are interested in continuing education specific to their imaging modality. These two to four day conferences offer expert information from select faculty and a diverse curriculum, held throughout the year at various US locations. Philips break-out workshops are part of the curriculum to update and inform customers on Philips-specific applications. Travel, lodging, and transportation are the responsibility of the attendee. Accredited courses offered in the following products: CT, MR, CV, PACS, CRDR, RF, NUCLEAR, PET and RADIATION ONCOLOGY. Visit Northwest Imaging Forums at www.nwforums.com for more information. Entitlement expires one (1) year from the earlier of equipment delivery date or purchase date.

19	SP007	**Rigging Charges**	1

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20	SP100	**Additional Charges**	1

Stereotaxis Interface

21	SEBLRSVNP1	**Customer Note**	1

Philips understands that the acceptance of this quote is contingent upon the CON process.

NET PRICE $1,306,567.10

Buying Group: PREMIER PURCHASING PARTNERS L P Contract #: PP-IM-037_Tier 3-6-9

Addt'l Terms: Service Coverage will be extended on Philips Equipment covered in this Quote/Solution for months 13-24.

Each Quotation solution will reference a specific Buying Group/Contract Number in which discounts, fees and any specific terms and conditions for that single quoted solution will apply. If no Buying Group/Contract Number is shown, Philips' standard terms and conditions for sale will apply to the quoted solution.

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

Price above does not include any applicable sales taxes.

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

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

Tax Status:

Taxable_____ Tax Exempt_____

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

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

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

OPTIONS

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

Line #	Part #	Description	Qty	Each	Price
1	**989600200931	**EP-Workmate Pre-installation kit**	1	$5,600.00	$5,600.00
	Material required for EP-Workmate room integration				
2	**980406233009	**Examination Light (Uniflex R96)**	2	$4,039.00	$8,078.00
	Spring arm mounted examination light for cardiovascular applications to be mounted on new monitor suspensions.				

Terms and Conditions of Sale

The products and services listed on the quotation are offered by Philips Medical Systems North America Company ("Philips") only under the terms and conditions described below.

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

2. Cancellation. All purchase orders issued by the Customer are subject to acceptance by Philips. If the Customer cancels an order prior to product delivery, the Customer shall pay the costs incurred by Philips to the date of cancellation including, but not limited to, the costs to manufacture the product, the costs to provide any training, educational, or other services to the Customer in connection with the order, a nominal restocking fee, and the costs to return or cancel any product ordered from a third party on the Customer's behalf.

3. Payment Terms.

- 3.1 Unless otherwise specified on the face or above pages of the quotation, the purchase price for each product shall be due as follows:
  (i) 10% of the purchase price shall be due with the Customer's acceptance of the quotation.
  (ii) 70% of the purchase price shall be due on delivery of the major components of the product. Product installation will not begin until the Customer has paid this portion of the purchase price.
  (iii) 20% of the purchase price shall be due when the product is available for first patient use. If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty days following the date of the availability for delivery of major components of the product, the unpaid portion of the purchase price shall be due on the thirty-first day following such date.
- 3.2 The Customer shall pay interest on any amount not paid when due at the maximum rate permitted by applicable law. If the 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 the Customer by Philips under any agreement with the Customer. In any action initiated to enforce the terms of the quotation following a Customer default, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorney's fees, in connection with such action.

4. Leases. In the event the Customer desires to convert the purchase of any product to a lease, the Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Philips not later than ninety 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 the terms and conditions in the quotation without modification. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same.

5. Security Interest. The Customer hereby grants to Philips a purchase money security interest in the products until all payments have been made. The Customer shall sign any financing statements or other documents to perfect Philips' security interests in the products. When permitted by applicable law, the 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 the Customer's behalf and file any financing statement or other documents to perfect Philips' security interest in the product. In the event the Customer is in default under the terms in the quotation, Philips shall have all rights and remedies of a secured creditor under the Uniform Commercial Code.

6. Shipment and Risk of Loss.

- 6.1 Philips will use reasonable efforts to ship the product to the Customer by the date specified on the face or above pages of the quotation, or as otherwise agreed in writing. Philips will ship the product according to Philips' standard commercial practices at Philips' expense. Philips may make partial shipments. Prior to the shipment of any product, Philips may change the construction or the design of the product without notice to the Customer as long as the function, footprint, and performance of the product are not substantially altered. Philips may use refurbished components in the manufacture and repair of the products. All refurbished components are subject to the same inspection and quality control procedures as all other materials used in the manufacture of the products, and shall be warranted to the same extent as all other components under the warranty.
- 6.2 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.
- 6.3 If the 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. Philips will pay all storage fees and will bill the Customer for all such fees.

7. Installation.

- 7.1 The 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. 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. The 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), ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. If local labor conditions (including union requirements or strikes) make it impracticable for Philips' employees to install the products, then the installation shall be performed by personnel supplied by the Customer, or by an independent contractor chosen by the Customer at the Customer's expense and

Philips shall deduct such installation costs from the invoice. In each such case, Philips will provide engineering supervision during the installation.

- 7.2 The 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. The site preparation shall be in compliance with all safety, electrical, and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of the Customer. The Customer shall advise Philips of conditions at or near the site that could adversely affect the installation, and shall ensure that those conditions are corrected and that the site is fully prepared and available to Philips before the installation work begins. The 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 OR THE FITNESS OR ADEQUACY OF ANY SITE DRAWINGS FURNISHED BY PHILIPS.
- 7.3 The 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. The Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. Philips assumes that no hazardous material exists at the installation site. If any such material exists, the Customer shall be responsible for the proper removal and disposal of the material at the Customer's expense.

8. Product Warranty.

- 8.1 Philips provides specific product warranties with respect to each Philips product. Copies of applicable product warranties are attached to the quotation.
- 8.2 The warranty period begins when the product is available for first patient use. If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty days following the date of the availability for delivery of major components of the product, the warranty period begins on the thirty-first day following that date.
- 8.3 Philips does not provide a warranty for any third party products furnished to the Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to the Customer the third party warranty for the product. The obligations of Philips described above are Philips' only obligations and the Customer's sole and exclusive remedy for a breach of a product warranty.
- 8.4 THE WARRANTIES SET FORTH 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, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Software and Licenses.

- 9.1 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 the attached software license agreement. The license agreements applicable to the products listed on the face or above pages of the quotation are attached. No license or other right is granted to the Customer or to any other party to use the software except as set forth in the license agreements. Upon payment of Customer's use of the product for any purpose, Philips grants to the Customer a non-exclusive and paid-up right and license to use the software for the Customer's personal use in connection with the operation of the product for as long as the Customer may own the product. The right and license does not include any right to copy, reproduce, sell, assign, transfer, or sublicense the software, and does not include any rights or licenses in any maintenance or service software and related documentation.
- 9.2 Any Philips maintenance or service software and documentation provided with the product and/or located at the 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 a separate support agreement with the Customer. The Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents only.

10. Patent Infringement Claims.

- 10.1 Philips shall defend or settle any claim against the Customer that a Philips product provided in the quotation infringes a valid claim under a United States patent provided that the Customer (i) provides Philips prompt written notice of the claim, (ii) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim, and (iii) gives Philips sole control of the defense or settlement of the claim. The provisions of this section shall not apply in the event of any sale or other transfer of the product by the Customer.
- 10.2 In the event the products are found or believed by Philips to infringe such a claim, Philips may, at its option, (i) procure the right for the Customer to use the product, (ii) replace or modify the product to avoid infringement, or (iii) refund to the 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 the Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by the Customer; modifications to the product by the 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 products not manufactured by Philips if infringement would have been avoided by the use of a current unaltered release of the products; or use of the products after Philips has offered the Customer one of the options described in this section. The terms in this section state Philips' entire obligation and liability for claims of infringement, and the Customer's sole remedy in the event of a claim of infringement.

11. Limitation of Liability. The liability, if any, of Philips 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.

12. DISCLAIMER. IN NO EVENT SHALL PHILIPS 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 THE QUOTATION, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.

13. 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 the 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 not less than reasonable care. Each party shall disclose such 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 to information in the public domain at the time of disclosure, and/or information that is required to be disclosed by law or by court order.

14. Compliance with Laws. 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, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996. 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 health care program, including but not limited to Medicare and Medicaid, as required by federal law.

15. General Terms. The following additional terms shall be applicable to the purchase of a product:

- 15.1 Each party shall 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.
- 15.2 If the 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, the Customer's financial obligations to Philips shall remain in effect.
- 15.3 The Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, and any attempted assignment without such consent shall be of no force or effect.
- 15.4 The Customer shall assume sole responsibility for obtaining any required export authorizations in connection with the Customer's export of the products from the country of delivery.
- 15.5 All transactions contemplated by the quotation shall be governed by the laws of the State of New York without regard to the principles of choice of law.
- 15.6 The terms and conditions in the quotation 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. The Customer's additional or different terms and conditions whether stated in a purchase order or other document issued by the Customer are specifically rejected and will not apply to the transactions contemplated by the quotation. The Customer's submission of a purchase order shall evidence the Customer's agreement that these terms and conditions may not be changed except in a writing signed by the parties.
- 15.7 The headings in the quotation are intended for convenience only, and shall not be used to interpret the quotation.
- 15.8 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.
- 15.9 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 on the face or above pages of the quotation.
- 15.10 The failure of the 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. The 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.

- 15.11 The Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. The 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.

LICENSE AGREEMENT-OPERATING SOFTWARE

1. This license agreement (the "License Agreement") is by and between Philips Medical Systems North America Company ("Philips") and the Customer identified below, and is entered into as part of the sale of certain products identified on the face or above pages of the quotation attached to this License Agreement. This License Agreement does not supersede or replace any terms of the quotation and any document attached to or a part of the quotation, or support agreements applicable to the products.

2. Upon the Customer's use of the product for any purpose, Philips grants to the Customer a non-exclusive and non-transferable right and license to use the computer software package (the "Software") necessary for the operation of the product on the terms and conditions in this License Agreement. The license shall continue for as long as the Customer continues to own the product, except that Philips may terminate the license in the event of any default by the Customer. The Customer shall return the Software and any authorized copies thereof to Philips immediately upon expiration or termination of this license.

3. The license does not extend to any Philips maintenance or service software and documentation provided with the product and/or located at the Customer's premises. Such software and documentation 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 a separate support agreement with the Customer. The Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents only.

4. The license granted to the Customer does not include any right to use the Software for purposes other than the operation of the product. The Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Software for any purpose without the prior written consent of Philips. If such consent is obtained, the Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions.

5. The license granted to the Customer shall not affect the exclusive ownership by Philips of the Software or of any trademarks, copyrights, patents, trade secrets, or other property rights of Philips (or any of Philips' suppliers) relating to the Software.

6. The Customer agrees that only authorized officers, employees, and agents of Customer will use the Software or have access to the Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose any part or all of the Software, or permit any part or all the Software to be used by any person or entity other than those identified in this License Agreement. The Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and the Customer agrees to preserve the confidentiality of information provided to Philips under such third party license agreements.

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

8. The Software is licensed to the Customer on the basis that (a) the Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The 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.

9. The liability, if any, of Philips for damages whether arising from breach of the terms in this license, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the Software, the products, and services is limited to an amount not to exceed the license fee applicable to the Software.

10. THE WARRANTIES SET FORTH 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 AND THE SOFTWARE AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION ATTACHED TO THIS LICENSE AGREEMENT, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

12. The Software shall be used only on the product referenced in the quotation.

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PHILIPS

Quotation #: 1-4WUJC6	**Rev:** 2	**Effective From:** 26-Jan-06	**To:** 12-Mar-06

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Date Printed: 26-Jan-06

Buying Group: PREMIER PURCHASING PARTNERS L P **Contract #:** Premier Option 2 Master

Each Quotation solution will reference a specific Buying Group/Contract Number in which discounts, fees and any specific terms and conditions for that single quoted solution will apply. If no Buying Group/Contract Number is shown, Philips' standard terms and conditions for sale will apply to the quoted solution.

Submit Orders To:

100 Summit Lake Dr STE 210
Valhalla NY 10595
Tel: (914) 570-2348
Fax: (914) 570-2397

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

The Lease Information contained in this Quote is subject to a separate leasing proposal.

Quote Solution Summary

Line #	Product	Qty	Price
1	100210 Allura Xper FD10	1	$1,071,849.80
		Equipment Total:	$1,071,849.80

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100210 Allura Xper FD10	1	$1,071,849.80		$1,071,849.80
60 Month Equipment + Service Lease Fair Market Value			$22,884.88	
SVC0100 CUSTOMerCARE Gold			$5,226.38	

The Lease Information contained in this Quote is subject to a separate leasing proposal. If the trade-in equipment is leased with Philips Medical Capital, then the monthly payment does not apply.

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

Buying Group: **PREMIER PURCHASING PARTNERS L P** **Contract #:** **PP-IM-037_Tier 3-6-9**

Addt'l Terms: **Service Coverage will be extended on Philips Equipment covered in this Quote/Solution for months 13-24. Only if at the same time the Purchase Order is Issued for the Equipment there is also a Purchase Agreement issued**

Each Quotation solution will reference a specific Buying Group/Contract Number in which discounts, fees and any specific terms and conditions for that single quoted solution will apply. If no Buying Group/Contract Number is shown, Philips' standard terms and conditions for sale will apply to the quoted solution.

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

Payment Terms: **0% Down, 80% Upon Delivery, 20% Completion of Installation or First Use, Net due upon receipt**

100210 Allura Xper FD10

System Type: New
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a System 24 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: Service Coverage will be extended on Philips Equipment covered in this Quote/Solution for months 13-24.

Line #	Part #	Description	Qty
1	**NNAE115	Allura Xper FD10 C (Rel. 2)	1

The Allura Xper FD10 (Ceiling) single-plane cardiovascular system comprises a ceiling mounted G-arm stand and digital imaging X-ray system for cardiovascular diagnostic and interventional procedures.

The Allura Xper FD10 system is an integrated single-host concept. The system comprises five functional building blocks: Geometry, X-ray Generation, User Interface, Imager Detection, and Viewing. Each functional building block is explained in further detail including accessories.

Geometry
The ceiling suspended geometry segment offers full cardiovascular projection possibility.

Key features include:

- A motorized, ceiling suspended Poly Diagnost G-arm, which can be ceiling rotated to allow a three-sided patient approach at maximum free floor space with full body coverage.
- All stand movements are motorized. The motorized and manual parking movement consists of ceiling rotation and a longitudinal movement. The counterbalanced Dynamic Flat Detector can also be positioned manually and motorized. Angulation and rotation of the Poly Diagnost G-arm is motorized at high speeds.
- Parking and longitudinal movement of the Poly Diagnost G stand, can be done both manually and motorized. The longitudinal movement comprises electronic auto-stop positions, to facilitate positioning in the iso-center with ease and accuracy.
- Comfortable, single operator control of stand parking or longitudinal positioning. It provides motorized base rotation at 12 degrees/s from +90 to -90 degrees, and motorized longitudinal movement at 15 cm/s over a maximum range of 260 cm.
- The projection angles for the Poly Diagnost G-arm in the head position (orientated parallel to the table) are:
  - Rotation 120 degrees LAO to 120 degrees RAO
  - Angulation 45 degrees cranial to 45 degrees caudal
- The projection angles for the Poly Diagnost G-arm in the left or right position of the patient (orientated perpendicular to the table) are:
  - Rotation 45 degrees LAO to 45 degrees RAO
  - Angulation 120 degrees cranial to 120 degrees caudal
- Motorized stand movements with variable speed and configurable max speed, allowing:
  - Rotation up to 25 degrees/s

- Angulation up to 18 degrees/s
- The depth of the Poly Diagnost G arm is 105 cm.
- The stand features BodyGuard capacitive sensing for fast and effective positioning of the stand and the Dynamic Flat Detector.
- The variable source image distance between focus and Dynamic Flat Detector input screen is 86.5 to 123 cm. The Dynamic Flat Detector is counter-balanced, which means it can be positioned both manually and motorized.
- Patient support provided with a flat carbon fiber table-top:
  - Table top length of 293 cm
  - Metal-free overhang 125 cm
  - Floating table-top movement of 100 cm longitudinal and 2 x 18 cm transversal
  - Motorized height adjustment from 76 to 104 cm
  - Maximum patient weight 225 kg plus 500 N for CPR (or 200 kg plus 1000 N) in any longitudinal position of the table top
- Xper Table Side Operating modules (T.S.O.) for geometry and imaging. The T.S.O.'s can be attached to either side of the table while operation remains intuitively logical.
- The Xper Geometry T.S.O. module includes controls for storage and recall of two freely selectable G-arm projections.

X-ray Generation
The Allura Xper FD10 comprises an integrated dedicated X-ray system, micro-processor controlled Velara CFD generator based on high frequency converter technique. The user interface control of this X-ray Generator is incorporated in the Xper module, Xper Desktop Viewing Console, and the Xper on-screen displays.

Key features include:

- X-ray generator 100 kW
- Voltage range is 40 - 125 kV
- Maximum current 1250 mA at 80 kV
- Maximum continuous power for fluoroscopy: 2 kW for 8 hours, 2,4 kW for 0,5 hour
- Program selection
- Pulsed X-ray up to 3.75 , 7.5 , 15 , 30 frames/s for digital dynamic exposures
- Pulsed X-ray for pulsed fluoroscopy (3.75 , 7.5 , 15 , 30 frames/s).
- Minimum exposure time of 1 ms
- Automatic kV and mA control for optimal image quality prior to run to safe dose
- Optimal X-ray tube load incorporated in the Velara CFD generator
- An X-ray depth collimator with single semi-transparent wedged filter with manual and automatic positioning. SpectraBeam filtering of low energy radiation to optimize image quality and dose efficiency with MRC-GS 0508 X-ray tube.

- Xper Beam Shaping, which means that both shutters and wedges can be positioned on the Last image Hold without the need for X-ray radiation.
- Fluoroscopy
- Three programmable fluoroscopy modes can be selected from the Xper Imaging T.S.O. Each mode has a different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, adaptive harmonization).
- Xper Fluoro Storage, a grab function allows storage and archiving of both a fluoro image or the last max 20 seconds of Fluoroscopy, called Xper Fluoro Storage. These images or runs can be archive as a regular run.

Image Detection
The Allura Xper FD10 comprises the following image detection chain.

Key features include:

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

Viewing
The Allura Xper FD10 comprises the following components in order to display the clinical images in the control and examination room.

Two 18 inch monochrome LCD monitors. These LCD monitors are intended for viewing in the examination room and are designed for medical applications.

Key features include:

- 18 inch monochrome TFT-LCD display
- Native format 1280x1024 SXGA
- 10 bit gray-scale resolution with gray-scale correction
- Wide viewing angle (approx. 160 degr)
- High brightness (max 600 Cd/m2, default 500 Cd/m2) with ambient light dependent brightness control
- Push buttons for control functions on front
- User programable and standard reference setting
- On Screen Display
- Internal selectable lookup table for gray-scale transfer function

- Internal power supply (110-240 VAC)
- Including integrated LCD protection screen

The monitors are mounted in the Flat-monitor ceiling suspension in the exam room, which can accomodate 2,3,4 or 6 18"LCD monitors at choice and includes motorized height adjustment. The Ceiling suspension allows flexible monitor positioning over a range of about 360 x 300 cm.

Key features include:

- One monitor is used for viewing of live images. The second monitor serves as the first reference display and is completed with:
  - Hardware and software for first reference channel
- Providing first set of reference images or runs, controlled by infra-red remote-control Xper Viewpad.
- The On-Screen Display provides status information on stand rotation, angulation, display of system messages, X-ray tube load status, selected fluoroscopy mode, selected detector Field of View, and both the rate and accumulation of the dose area product and skin dose.

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

Key features include:

- 100,000 images at matrix size of 1024 x 1024, 10 bit
- Maximum number of examinations is 999, with no limit to the maximum number of images per examination
- Top performance is achieved by a Dedicated Image Pipeline Processor that has an equivalent capability of more than 8000 MIPS and is designed for video speed image processing. It includes:
- Adaptive contour enhancement at 9 x 9 kernel
- Adaptive harmonization enhancement at 192 x 192 kernel

The Viewing also comprises SPIRIT and Xres

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

User Interface

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

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

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

Key features include:

- X-ray indicator
- X-ray tube temperature condition
- Gantry position in rotation and angulation
- Source Image Distance
- Table tilt angle, if the SyncraTilt option is installed
- Detector field size display
- General System messages
- Selected Frame speed
- Fluoroscopy mode
- Integrated fluoroscopy time
- Skin Dose: dose rate at X-ray, cumulated dose at no X-ray
- Dose Area Product: dose rate at X-ray, cumulated dose at no X-ray
- Stopwatch

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

Key features include:

- Run and image selection
- File and run cycle
- Selection of the review speed
- Run and file overview
- Active file selection
- Delete run
- Flagging for storage of file and run

- Subtraction on/off and image mask selection if subtraction option package is available
- Digital zoom
- Store reference run or image to reference monitors
- Switching of the On-Screen Displays
- Recall reference images, which means switching control of Xper ViewPad function from life to reference monitor

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

Key features include:

- Acquisition settings
- Selection of Xper Setting, which incorporates a list of function settings to set frame rates and x-ray generation settings applicable for the type of the preferred intervention
- Automatic Position Control (optional)
- Selection of a sequence of preprogrammed positions. The sequence of 10 projections is programmable under Xper Settings.
- Automatic positioning recall of the projection of the stand, that matches with the selected reference image.
- Image Processing
- Image Processing parameters can be adjusted on the Xper Module:
  - Quantitative Analysis (optional)
  - Quantitative Analysis can be performed on the Xper Modules, such as Quantitative Coronary Analysis, and the Left Ventricular Analysis. The QA packages contain a universal measurement tool for length and angle measurement.

The Xper Geometry T.S.O. Module can be positioned at all sides of the patient table, while keeping the button operation intuitive.

Key features include:

- Tabletop float
- Table height position
- Table tilt angle if SyncraTilt option is provided
- Source Image Distance selection
- Gantry positioning
- Longitudinal movement of the Gantry along the ceiling
- Gantry rotation in an axis perpendicular to the ceiling

- Store and recall of two scratch gantry positions including SID
- Emergency stop button
- Execute button of the Automatic Positioning Control (APC)

Pan Handle
The Xper Imaging T.S.O. can also be positioned at three sides of the patient table, while keeping the button operation intuitive.

Key features include:

- Fluoroscopy Flavor selection defined per Xper Setting
- Shutters and Wedge positioning
- Manual or automatic semitransparent wedge filter
- Xper Fluoro Storage and Grab
- Selection of the Detector field size
- Shutters postioning
- Reset of the fluoroscopy buzzer
- Subtraction (optional)

Both Xper T.S.O.'s are provided with a protection bar. This removable bar protects the buttons from unintended control.

The control room comprises a Xper Review Module, two monitors, a keyboard, a mouse. The monitors are shared screens: the left monitor is the Xper data color monitor, and the right monitor is the Xper review B&W monitor.

The Xper Review Module offers the basic functions for review. The most prominent functions can be controlled by the push of a button.

Key features include:

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

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

Key features include:

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

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

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

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

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

Review
The review page allows for reviewing of patients.

Key features include:

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

Archive
Clinical studies can be archived to a CD or a PACS. The archive process can be completely

automated and customized with Xper Settings. Parameters like multiple destinations, archive formats can be selected to the individual needs and wishes for programming under the Xper Settings.

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

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

Key features include:

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

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

Key features include:

- The Xper DICOM Image Interface transfers through its fast ethernet link, making images available on-line within seconds. The archive process can configured by Xper Settings.
- The images are sent out either in the background, or manually upon completion of the examination.
- The export format is configurable in 512x512 or 1024x1024 matrix.
- The examination can be sent to multiple destinations for archiving and reviewing purposes.
- The Xper DICOM Image Interface provides DICOM Storage and DICOM Storage Commitment Services.
- The DICOM Query/Retrieve function allows older DICOM XA MF and DICOM SC studies to be uploaded in the system. Furthermore, additional information can be appended to a study, while keeping the patient identification the same.

Clinical Education Program for Allura Systems

Essentials OffSite Education: Philips will provide up to two (2) Cardiovascular Technologists, Registered Technologists Registered Nurses, or other system operator as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and buttonology of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration, 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 registration. This class is a prerequisite to your equipment handover OnSite Education. CEU credits may be available for each participant that meets the Guidelines provided by Philips during the scheduling process. Education Hours: Mon - Thu 8:30am to 4:30pm, Fri 8:30am to 12:00pm. Travel and lodging are not included, but may be purchased through Philips.

Handover OnSite Education: Philips Education Specialists will provide thirty-two (32) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 32 hours, and must include the two OffSite education attendees. CEUs are not available in all cases. Please read Guidelines for more information. Education Hours: Mon - Fri 8:00am to 5:00pm, except Monday and Friday are half-days to allow for trainer's travel to site. 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.

The above education entitlements expire one (1) year from equipment delivery date. Ref# 106108-051215

Accessories

- Patient accessories set includes:
- 3 rail accessory clamps
- Mattress; A slow recovery foam mattress with a density of 58 kg/m3. The mattress has a thickness of 5 cm and adapts to the body shape of the patient. It makes the pressure being divided equally and it recovers when the patient is taken off the mattress. The light yellow cover is easy to clean. Patients are more relaxed due to the comfort of this mattress.
- Supporting long interventional procedures

Line #	Part #	Description	Qty

- Translucent catheterization arm rest
- Table mounted radiation shield
- Anti-fatigue floor mat

System Parts
Cabinet Box
Cables For SP Cardio System
PDU-4000V04 (w/o UPS)
MODEM (EXTERNAL)56 KPS, V.34
TABLE MOUNTED RADIATION SHIELD
EXPENDABLES KIT
Blue Anti-Fatigue Floor Mat w/ Logo

2 ****NCVA013** **MRC-GS 05/08 X-Ray Tube** **1**

Featuring:
- SpectraBeam pre-filter
- SyncraPulse Pulsed Progressive Fluoroscopy
- 2.4 MHU anode heat storage capacity
- 900 kHU/min heat dissipation

Comprising:
- Maximus ROTALIX Ceramic tube (MRC-GS 05/08 with Grid Switch for pulsed fluoroscopy)
- Tube Housing (ROT1001)
- Cooling Unit (CU3000)
- MRC Rotor Control
- High Voltage Cables

3 ****NCVA030** **2nd Rererence Monitor in ER (18" LCD)** **1**

This additional exam room monitor a B&W LCD mounted on the monitor suspension allows for the display of a second set of reference images or runs; controlled by the Xper Viewpad.

4 ****NCVA089** **RIS/CIS DICOM Interface** **1**

This package for the INTEGRIS Allura Flat Detector allows communication of the Integris system with a local Information System (CIS or RIS). The interface makes explicit use DICOM Worklist Management (DICOM WLM) and Modality Performed Procedure Step (DICOM MPPS) functions. If a hospital has an Integris system and an Information System, it will be possible to receive patient and examination request information from the Information System and to report examination results in order to:

- Eliminate the need for retyping patient information on the Integris,
- Prevent errors in typing of patient name or registration number, (ensure consistency with IS information to prevent problems in archive clusters or for searching a name in case of later retrieval),
- Inform the IS about the acquired images and radiation dose.

5 ****NCVA088** **Standard Line Rate Video Output** **1**

This interface provides image output to standard line rate video peripherals, such as VCRs or paper printers. This option also comprises automatic start and stop of a VCR, synchronous to the generation of X-ray (fluoroscopy and exposures).

6 ****NCVA080** **Autmatic Position Control (APC)** **1**

Line #	Part #	Description	Qty

The Automatic Position Controller (APC) for Integris Allura Flat Detector systems provides two modes of operation:
- Preset Position Sequence; the sequence of projections is determined per Xper Settings. Each set contains a maximum of 10 positions. Positions can be recalled in sequence or directly. The projection sequence comprises rotation, angulation, and SID settings, related to the selected reference image.
- Reference driven positioning. The projections on the reference monitors can be recalled with the push of a button. The reference driven positioning recollects the rotation, angulation, and SID.

7 ****NCVA086** **Rotational Scan** **1**

Rotational Scan for the Integris Allura Flat Detector C or F provides real-time 3D impressions of complex vasculature and coronary arteries. It acquires multiple projections with just one contrast injection. Rotational Scan can be used during screening procedures to quickly determine the optimal projection for the study as the angle (rotation/angulation) of the projection is indicated on each image. Compared with traditional angiography Rotational Scan can save considerable time and contrast while providing the image detail required for diagnostic and interventional decisions. For the floor-mounted geometry the Rotational Scan is possible only in the head position. For the ceiling-mounted geometry the Rotational Scan is also possible in the side position.
Poly Diagnost G in head position maximum rotation speed 55° maximum rotation angle 240°.
Poly Diagnost G in side position (for Integris Allura Flat Detector C only) maximum rotation angle 90°at 30°per second.

8 ****NCVA598** **EP Workmate on Xper module** **1**

This option integrates the EpMed systems Workmate application in the Allura Xper system.
Workflow enhancement relate to patient demographics transfer and table side control.
This option allows patient demographics to be transferred automatically to the WorkMate system, once the Allura Xper system is ready for acquisition.
Thereafter, it additionally allows operation of the Workmate system with the Xper module during an examination.
Following Workmate functions are available on the Xper module:
1. Start/stop recording EP signals from the moment the function is initiated,
2. Start/stop recording EP signals from the moment the function is initiated,
3. Save fluoro image (in Workmate's examination) ,
4. Add map point to examination log (and mapping system),
5. Mark event (to insert a basic entry in the Workmate's examination log with timp stamp),
6. Events (up to ten predefined event descriptions in examination log of the Workmate),
7. Signal display adjustments,
8. Timer (on/off, reset)
9. Print (a predefined WorkMate report)

9 ****NCVA599** **EP Workmate room integration** **1**

This option brings a cleaner room environment and improved workflow by integrated displays in the monitor ceiling suspension.
By integrated cabling routing, display mounting brackets and a wall connection box the examination room will be cleaner and less sensitive to problems.
The integrated displays lead to a better workflow for the physicians.
The EP recording signals require a 1600*1200 display.
Normally there are 1 (live) or 2 signal monitors (live and review).
These monitors are not compatible with Multivision. In case of optional RPM mapping system

Line #	Part #	Description	Qty

availability,
our standard LCD color monitor must be used (compatible with multivision).
The option comprises:
1. a set of brackets for monitor mounting,
2. wall connection box,
3. cable routing EP displays to MCS,
4. cabling from technical room to Wall connection box

10 **FCV0160 EP Workmate signal display 1

Preliminary hardware option providing a 20" LCD color monitor for EP signals to be used in the examination room monitor ceiling suspension in combination with the WorkMate system.
1 Monitor is mandatroy for live signals. An optional second one can be used for review of signals.
Comprising
1) 20" LCD color monitor with 1600*1200 resolution,
2) Manual. Option is only available in combination with Allura Xper WorkMate integration

11 **NCVA095 PIVOT FOR AD-5 TABLE BASE 1

This system allows angiographic procedures of the upper extremities in conjunction with the INTEGRIS C-Arm systems. It allows pivoting of the table base around its vertical axis ranging from -90 degrees to +90 degrees with locked positions on 0,-13/+13 and -90/+90 degrees. It features a pivot device with graduated scale to be mounted on the universal floor plate of the table.

12 **NCVA094 Syncratilt 1

SyncraTilt is ideal for interventional, myelography, phlebography and head down procedures because it provides more precise imaging of contrast medium, blood, or objects in the body.

With SyncraTilt, the isocentre is automatically located at the isocentre of rotation and angulation of the stand. If the longitudinal position of the stand changes, the tilt isocentre is changed to match with the new stand position. As a result, the region of interest is always centred.

As the table tilts, the X-ray beam automatically coordinates to the movement.

The table floats even when tilted, and the region of interest can be followed by panning the tabletop.

When combined with the Bolus Chase option, SyncraTilt enables phlebography to be performed with a head-up tilted patient.

The option provides:
. maximum tilt range:
-28 degrees (head down) to +20 degrees (head up).
. automatic safeguarding system with manual override
. panning range in tilted plane: equal to the standard tabletop specifications (longitudinal 100cm, lateral 36cm)
. easy to use controls

Comprising:
- Tilt device with user controls

Line #	Part #	Description	Qty

Accessories:
- 2 rail accessory clamps
- 2 table-top clamps
- Foot support
- 4 handgrips
- Chin support (cushion)

13 ****NCVA099** **Ratchet Compression Band for AD-5 Table** **1**

Comprising:
- 3 cotton compression belts 23 cm wide
- ratchet winding mechanism on one side for symmetrical compression

14 ****NCVA038** **Two rows of 3 (6M)** **1**

15 ****989600130243** **C.RAIL MONITOR SUSP(270)** **1**

Comprising:

- 2 clip rails length 270 cm.
- Mounting material for 200 cm track pitch.

16 ****989801292101** **CV Clin Symposia Regis Fee** **1**

Registration Fee and syllabus included for one (1) participant to a Philips sponsored, clinical conference with Northwest Imaging Forums. This event is intended for imaging professionals with varied levels of experience, who are interested in continuing education specific to their imaging modality. These two to four day conferences offer expert information from select faculty and a diverse curriculum, held throughout the year at various US locations. Philips break-out workshops are part of the curriculum to update and inform customers on Philips-specific applications. Travel, lodging, and transportation are the responsibility of the attendee. Accredited courses offered in the following products: CT, MR, CV, PACS, CRDR, RF, NUCLEAR, PET and RADIATION ONCOLOGY. Visit Northwest Imaging Forums at www.nwforums.com for more information. Entitlement expires one (1) year from the earlier of equipment delivery date or purchase date.

17 ****989801292102** **CV Full Travel Pkg OffSite** **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.

18 ****980406041009** **Rad Shield w/ Arm (Contoured) 61X76** **1**

19 ****980406160209** **Mavig ceiling trak for RAD-Sheild** **1**

20 ****989801220012** **Cable Spooler** **1**

21 **SEBLRSVNP1** **Customer Note** **1**

Philips understands that the acceptance of this agreement is contingent upon CON approval process.

NET PRICE $1,071,849.80

Buying Group: PREMIER PURCHASING PARTNERS L P Contract #: PP-IM-037_Tier 3-6-9

Addt'l Terms: Service Coverage will be extended on Philips Equipment covered in this Quote/Solution for months 13-24.

Each Quotation solution will reference a specific Buying Group/Contract Number in which discounts, fees and any specific terms and conditions for that single quoted solution will apply. If no Buying Group/Contract Number is shown, Philips' standard terms and conditions for sale will apply to the quoted solution.

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

Price above does not include any applicable sales taxes.

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

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

Tax Status:

Taxable_____ Tax Exempt_____

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

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

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

OPTIONS

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

Line #	Part #	Description	Qty	Each	Price
1	**989600200931	**EP-Workmate Pre-installation kit**	1	$5,600.00	$5,600.00
	Material required for EP-Workmate room integration				
2	**980406233009	**Examination Light (Uniflex R96)**	1	$4,039.00	$4,039.00
	Spring arm mounted examination light for cardiovascular applications to be mounted on new monitor suspensions.				
3	**989801220011	**Mach 3 Dual Focus Lamp**	1	$8,750.00	$8,750.00
	The Mach 3 DuoFocus exam lamp brings daylight quality lighting to the interventional suite. The lamp provides a color rendering index Ra of 96.5. The focusable light field size is 8 – 35 cm with a working distance of 60 – 150 cm.				

Terms and Conditions of Sale

The products and services listed on the quotation are offered by Philips Medical Systems North America Company ("Philips") only under the terms and conditions described below.

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

2. Cancellation. All purchase orders issued by the Customer are subject to acceptance by Philips. If the Customer cancels an order prior to product delivery, the Customer shall pay the costs incurred by Philips to the date of cancellation including, but not limited to, the costs to manufacture the product, the costs to provide any training, educational, or other services to the Customer in connection with the order, a nominal restocking fee, and the costs to return or cancel any product ordered from a third party on the Customer's behalf.

3. Payment Terms.

- 3.1 Unless otherwise specified on the face or above pages of the quotation, the purchase price for each product shall be due as follows:
  (i) 10% of the purchase price shall be due with the Customer's acceptance of the quotation.
  (ii) 70% of the purchase price shall be due on delivery of the major components of the product. Product installation will not begin until the Customer has paid this portion of the purchase price.
  (iii) 20% of the purchase price shall be due when the product is available for first patient use. If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty days following the date of the availability for delivery of major components of the product, the unpaid portion of the purchase price shall be due on the thirty-first day following such date.
- 3.2 The Customer shall pay interest on any amount not paid when due at the maximum rate permitted by applicable law. If the 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 the Customer by Philips under any agreement with the Customer. In any action initiated to enforce the terms of the quotation following a Customer default, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorney's fees, in connection with such action.

4. Leases. In the event the Customer desires to convert the purchase of any product to a lease, the Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Philips not later than ninety 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 the terms and conditions in the quotation without modification. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same.

5. Security Interest. The Customer hereby grants to Philips a purchase money security interest in the products until all payments have been made. The Customer shall sign any financing statements or other documents to perfect Philips' security interests in the products. When permitted by applicable law, the 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 the Customer's behalf and file any financing statement or other documents to perfect Philips' security interest in the product. In the event the Customer is in default under the terms in the quotation, Philips shall have all rights and remedies of a secured creditor under the Uniform Commercial Code.

6. Shipment and Risk of Loss.

- 6.1 Philips will use reasonable efforts to ship the product to the Customer by the date specified on the face or above pages of the quotation, or as otherwise agreed in writing. Philips will ship the product according to Philips' standard commercial practices at Philips' expense. Philips may make partial shipments. Prior to the shipment of any product, Philips may change the construction or the design of the product without notice to the Customer as long as the function, footprint, and performance of the product are not substantially altered. Philips may use refurbished components in the manufacture and repair of the products. All refurbished components are subject to the same inspection and quality control procedures as all other materials used in the manufacture of the products, and shall be warranted to the same extent as all other components under the warranty.
- 6.2 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.
- 6.3 If the 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. Philips will pay all storage fees and will bill the Customer for all such fees.

7. Installation.

- 7.1 The 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. 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. The 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), ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. If local labor conditions (including union requirements or strikes) make it impracticable for Philips' employees to install the products, then the installation shall be performed by personnel supplied by the Customer, or by an independent contractor chosen by the Customer at the Customer's expense and

Philips shall deduct such installation costs from the invoice. In each such case, Philips will provide engineering supervision during the installation.

- 7.2 The 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. The site preparation shall be in compliance with all safety, electrical, and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of the Customer. The Customer shall advise Philips of conditions at or near the site that could adversely affect the installation, and shall ensure that those conditions are corrected and that the site is fully prepared and available to Philips before the installation work begins. The 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 OR THE FITNESS OR ADEQUACY OF ANY SITE DRAWINGS FURNISHED BY PHILIPS.
- 7.3 The 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. The Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. Philips assumes that no hazardous material exists at the installation site. If any such material exists, the Customer shall be responsible for the proper removal and disposal of the material at the Customer's expense.

8. Product Warranty.

- 8.1 Philips provides specific product warranties with respect to each Philips product. Copies of applicable product warranties are attached to the quotation.
- 8.2 The warranty period begins when the product is available for first patient use. If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty days following the date of the availability for delivery of major components of the product, the warranty period begins on the thirty-first day following that date.
- 8.3 Philips does not provide a warranty for any third party products furnished to the Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to the Customer the third party warranty for the product. The obligations of Philips described above are Philips' only obligations and the Customer's sole and exclusive remedy for a breach of a product warranty.
- 8.4 THE WARRANTIES SET FORTH 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, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9. Software and Licenses.

- 9.1 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 the attached software license agreement. The license agreements applicable to the products listed on the face or above pages of the quotation are attached. No license or other right is granted to the Customer or to any other party to use the software except as set forth in the license agreements. Upon payment of Customer's use of the product for any purpose, Philips grants to the Customer a non-exclusive and paid-up right and license to use the software for the Customer's personal use in connection with the operation of the product for as long as the Customer may own the product. The right and license does not include any right to copy, reproduce, sell, assign, transfer, or sublicense the software, and does not include any rights or licenses in any maintenance or service software and related documentation.
- 9.2 Any Philips maintenance or service software and documentation provided with the product and/or located at the 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 a separate support agreement with the Customer. The Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents only.

10. Patent Infringement Claims.

- 10.1 Philips shall defend or settle any claim against the Customer that a Philips product provided in the quotation infringes a valid claim under a United States patent provided that the Customer (i) provides Philips prompt written notice of the claim, (ii) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim, and (iii) gives Philips sole control of the defense or settlement of the claim. The provisions of this section shall not apply in the event of any sale or other transfer of the product by the Customer.
- 10.2 In the event the products are found or believed by Philips to infringe such a claim, Philips may, at its option, (i) procure the right for the Customer to use the product, (ii) replace or modify the product to avoid infringement, or (iii) refund to the 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 the Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by the Customer; modifications to the product by the 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 products not manufactured by Philips if infringement would have been avoided by the use of a current unaltered release of the products; or use of the products after Philips has offered the Customer one of the options described in this section. The terms in this section state Philips' entire obligation and liability for claims of infringement, and the Customer's sole remedy in the event of a claim of infringement.

11. Limitation of Liability. The liability, if any, of Philips 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.

12. DISCLAIMER. IN NO EVENT SHALL PHILIPS 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 THE QUOTATION, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.

13. 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 the 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 not less than reasonable care. Each party shall disclose such 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 to information in the public domain at the time of disclosure, and/or information that is required to be disclosed by law or by court order.

14. Compliance with Laws. 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, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996. 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 health care program, including but not limited to Medicare and Medicaid, as required by federal law.

15. General Terms. The following additional terms shall be applicable to the purchase of a product:

- 15.1 Each party shall 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.
- 15.2 If the 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, the Customer's financial obligations to Philips shall remain in effect.
- 15.3 The Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, and any attempted assignment without such consent shall be of no force or effect.
- 15.4 The Customer shall assume sole responsibility for obtaining any required export authorizations in connection with the Customer's export of the products from the country of delivery.
- 15.5 All transactions contemplated by the quotation shall be governed by the laws of the State of New York without regard to the principles of choice of law.
- 15.6 The terms and conditions in the quotation 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. The Customer's additional or different terms and conditions whether stated in a purchase order or other document issued by the Customer are specifically rejected and will not apply to the transactions contemplated by the quotation. The Customer's submission of a purchase order shall evidence the Customer's agreement that these terms and conditions may not be changed except in a writing signed by the parties.
- 15.7 The headings in the quotation are intended for convenience only, and shall not be used to interpret the quotation.
- 15.8 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.
- 15.9 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 on the face or above pages of the quotation.
- 15.10 The failure of the 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. The 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.

- 15.11 The Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. The 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.

LICENSE AGREEMENT-OPERATING SOFTWARE

1. This license agreement (the "License Agreement") is by and between Philips Medical Systems North America Company ("Philips") and the Customer identified below, and is entered into as part of the sale of certain products identified on the face or above pages of the quotation attached to this License Agreement. This License Agreement does not supersede or replace any terms of the quotation and any document attached to or a part of the quotation, or support agreements applicable to the products.
2. Upon the Customer's use of the product for any purpose, Philips grants to the Customer a non-exclusive and non-transferable right and license to use the computer software package (the "Software") necessary for the operation of the product on the terms and conditions in this License Agreement. The license shall continue for as long as the Customer continues to own the product, except that Philips may terminate the license in the event of any default by the Customer. The Customer shall return the Software and any authorized copies thereof to Philips immediately upon expiration or termination of this license.
3. The license does not extend to any Philips maintenance or service software and documentation provided with the product and/or located at the Customer's premises. Such software and documentation 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 a separate support agreement with the Customer. The Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents only.
4. The license granted to the Customer does not include any right to use the Software for purposes other than the operation of the product. The Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Software for any purpose without the prior written consent of Philips. If such consent is obtained, the Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions.
5. The license granted to the Customer shall not affect the exclusive ownership by Philips of the Software or of any trademarks, copyrights, patents, trade secrets, or other property rights of Philips (or any of Philips' suppliers) relating to the Software.
6. The Customer agrees that only authorized officers, employees, and agents of Customer will use the Software or have access to the Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose any part or all of the Software, or permit any part or all the Software to be used by any person or entity other than those identified in this License Agreement. The Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and the Customer agrees to preserve the confidentiality of information provided to Philips under such third party license agreements.
7. If the Customer modifies the Software in any manner, all warranties associated with the Software and the products shall become null and void. If the Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Software, the Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.
8. The Software is licensed to the Customer on the basis that (a) the Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The 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.
9. The liability, if any, of Philips for damages whether arising from breach of the terms in this license, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the Software, the products, and services is limited to an amount not to exceed the license fee applicable to the Software.
10. THE WARRANTIES SET FORTH 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 AND THE SOFTWARE AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION ATTACHED TO THIS LICENSE AGREEMENT, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS (INCLUDING THE SOFTWARE), OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS LICENSE AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.
12. The Software shall be used only on the product referenced in the quotation.

ATTACHMENT 3

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0054

General Hospital

In accordance with the provisions of the General Statutes of Connecticut Section 19a-493:

Saint Francis Hospital and Medical Center of Hartford, CT, d/b/a Saint Francis Hospital and Medical Center is hereby licensed to maintain and operate a General Hospital.

Saint Francis Hospital and Medical Center is located at 114 Woodland Street and 500 Blue Hills Avenue, Hartford, CT 06105

The maximum number of beds shall not exceed at any time:

65 Bassinets
617 General Hospital beds

This license expires **December 31, 2007** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, January 1, 2006. RENEWAL.

License revised to reflect:
* Removed (1) Satellite effective 10/15/05

J Robert Galvin M.D., M.P.H.

J. Robert Galvin, M.D., M.P.H.,
Commissioner

ATTACHMENT 4

Summary

Saint Francis Hospital and Medical Center is a general, acute care, teaching hospital of 617 beds and 65 bassinets. Saint Francis Hospital and Medical Center offers a wide range of health care services including a variety of tertiary services. Saint Francis Hospital and Medical Center has been named as a Top 100 hospital by Solucient seven times. Also, Saint Francis Hospital and Medical Center was named a top 100 hospital in cardiovascular services three times. Saint Francis is currently fully accredited by the Joint Commission on Accreditation of Hospitals. One of the major clinical centers of excellence at Saint Francis is its Heart program, the Hoffman Heart Institute. The Hoffman Heart Institute of Connecticut at Saint Francis Hospital and Medical Center provides a wide range of heart services including Open Heart Surgery, Cardiac Catheterizations, Percutaneous Transluminal Angioplasty Procedures, Stress Tests, Cardiac Rehabilitation, Echocardiography Tests, Electrophysiology, and Electrocardiogram Services.

Currently, Saint Francis Hospital and Medical Center operates one electrophysiology (EP) laboratory on the third floor of the Patient Care Tower located at 114 Woodland Street. The types of patients seen in this laboratory are patients at risk for and survivors of sudden cardiac death, patients diagnosed with arrhythmias, patients who suffer from cardiovascular syncope and patients with congestive heart failure. The number of EP laboratory cases seen by the Hoffman Heart Institute has increased from 526 cases in 2000 to 859 cases in 2005. This is an increase of 63%. Saint Francis Hospital and Medical Center expects the number of EP laboratory cases to continue to grow in the future given national trends toward greater use of and expanding indications for this interventional technology, the significant aging of the population in the region and the high quality reputation of the Hoffman Heart Institute. In addition to this expected increase in volume, Saint Francis Hospital and Medical Center is also experiencing an increase in case complexity and longer duration of cases. Furthermore, the existing EP laboratory is experiencing increasing down time due to malfunction of aging equipment. To meet its current demand, Saint Francis Hospital and Medical Center does 20% of its EP cases in the Saint Francis Hospital and Medical Center operating rooms, which affects the OR's ability to meet demand for other surgical procedures. The existing EP laboratory has been in operation at Saint Francis Hospital and Medical Center for ten years and does not have the technological advances necessary to meet the future demands of patients requiring services of a modern EP laboratory. As a result of these trends and continued growth in demand, Saint Francis Hospital and Medical Center proposes to replace this outdated EP laboratory with two new state- of- the- art EP laboratories.

The centerpiece of the new EP laboratories will be a novel magnetic navigational system called Stereotaxis. Using magnetic fields, Stereotaxis can accurately guide catheters within the heart with precise movements. The Stereotaxis navigational system is integrated with cardiac CT or MRI images in order to create an accurate and detailed three-dimensional map of the heart that is not possible with conventional catheter techniques and imaging equipment. Stereotaxis can precisely and accurately position the

catheter within the heart during radiofrequency ablation. This will allow for safer and more effective catheter-based treatments and cures of complex arrhythmias.

The benefits of this magnetic navigation system include accessing lesions that otherwise are not accessible, allowing lesions to be reached in less time thus resulting in less radiation exposure to the operator and the patient, and allowing lesions to be approached more safely, thereby reducing the risk of cardiac perforation. The Hoffman Heart Institute believes a heart center of its stature must offer this new state-of the art technology to ensure that it will continue to provide the highest possible quality for its EP patients.

In addition to the introduction of new stereotaxis technology to the Hoffman Heart Institute there are other benefits associated with this project including provision of enhanced image quality through digital imaging, faster throughput and ease of operation for all EP procedures, and a reduction in repair costs and downtime associated with the existing equipment. Furthermore, the removal of EP procedures from Saint Francis Hospital and Medical Center's operating room will allow the hospital to meet growing demand for Saint Francis Hospital and Medical Center' s inpatient surgery. The introduction of new magnetic guidance technology will also assist the teaching efforts of Saint Francis' cardiology fellows as well as residents, physician assistants and medical students who rotate through the Hoffman Heart Institute.

Saint Francis Hospital and Medical Center plans to relocate its expanded electrophysiology laboratory to a new physical location on the third floor. The new space will include proper support space including patient holding area, increased storage, and larger control rooms. This move will allow the laboratory to be more efficient with its space and meet the increasing demand for this service. Expansion of the Electrophysiology laboratory will allow Saint Francis Hospital and Medical Center to continue to meet the increasing demand and to continue to provide the most advanced therapies for atrial fibrillation, congestive heart failure and the prevention of sudden death. Compassionate care, superior technology and prevention-oriented education will combine to create the most advanced and comprehensive arrhythmia treatment program in the region. Additionally, Saint Francis Hospital and Medical Center would be one of only two units with stereotaxis capability in Connecticut. The Comprehensive Arrhythmia Center at Saint Francis Hospital and Medical Center, with its two electrophysiology laboratories will not only meet the growing demand, but will be one of the most advanced sites for this service between New York and Boston.

This project will not affect other area providers since Saint Francis Hospital and Medical Center already offers this service and is expanding in order to meet the demand of its existing patient base. In addition, the health care delivery system in Connecticut will benefit from this proposal as patients referred to Saint Francis Hospital and Medical Center from outlying community hospitals will be treated with state –of- the-art equipment in a more rapid fashion.

Saint Francis Hospital and Medical Center will accept all patients regardless of their race, creed, age, gender, religion or their ability to pay. Saint Francis Hospital and Medical Center expects the payer sources for its patients will not be affected by this equipment replacement.

ATTACHMENT 5

HOSPITAL AFFIDAVIT

Applicant: **Saint Francis Hospital and Medical Center**

Project Title: **Relocation, Replacement and Addition of Existing Electrophysiology Laboratory**

I, **Christopher Dadlez, President and Chief Executive Officer**
(Name) (Position – CEO or CFO)

of **Saint Francis Hospital and Medical Center** being duly sworn, depose and state that the (Hospital Name) information submitted in this Certificate of Need application is accurate and correct to the best of my knowledge. With respect to the financial impact related to this CON application, I hereby affirm that:

1. The proposal will have a capital expenditure in excess of $15,000,000.

   ☐ Yes ☒ No

2. The combined total expenses for the proposal's first three years of operation will exceed one percent of the actual operating expenses of the Hospital for the most recently completed fiscal year as filed with the Office of Health Care Access.

   ☐ Yes ☒ No

Signature 1/30/06
Date

Subscribed and sworn to before me on January 30, 2006

Tonya B. Poe

Notary Public/~~Commissioner of Superior Court~~

My commission expires: 5/31/07.