Certificate of Need Application

FOR

THE UNIVERSITY OF KANSAS HOSPITAL AUTHORITY – LIBERTY HYBRID OR

On Behalf Of

The University of Kansas Hospital Authority

Project No. 6194 HT

Replacement Hybrid OR

Submitted to:
Missouri Health Facilities Review Committee

April 10, 2025

Submitted by:
Richard Hill
Attorney At Law
Lashly & Baer, P.C.
714 Locust Street
St. Louis, MO 63101

Certificate of Need Program

EQUIPMENT REPLACEMENT APPLICATION

Applicant's Completeness Checklist and Table of Contents

Project Name: The University of Kansas Hospital Authority - Liberty Hybrid OR Project No: 6194 HT

Project Description: Replacement Hybrid OR

Done	Page	N/A	Description
			Divider I. Application Summary:
✔	3		1. Applicant Identification and Certification (Form MO 580-1861)
✔	4		2. Representative Registration (From MO 580-1869)
✔	5-7		3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.
			Divider II. Proposal Description:
✔	9		1. Provide a complete detailed project description, CON project number of the existing equipment (if prev. CON approved), and include the type/brand of both the existing equipment and the replacement equipment.
✔	10-67		2. Provide a listing with itemized costs of the medical equipment to be acquired and bid quotes.
✔	9		3. Provide a timeline of events for the project, from CON issuance through project completion.
			Divider III. Service Specific Criteria and Standards:
✔	69		1. Describe the financial rationale for the proposed replacement equipment.
✔	71		2. Document if the existing equipment has exceeded its useful life.
✔	69		3. Describe the effect the replacement unit would have on quality of care.
✔	69		4. Document if the existing equipment is in constant need of repair.
		✔	5. Document if the lease on the current unit has expired.
✔	69-70		6. Describe the technological advances provided by the new unit.
✔	70		7. Describe how patient satisfaction would be improved.
✔	70		8. Describe how patient outcomes would be improved.
✔	70		9. Describe what impact the new unit would have on utilization.
✔	70		10. Describe any new capabilities that the new unit would provide.
✔	70		11. By what percent will this replacement increase patient charges.

(If replacement equipment was not previously approved, also complete Divider IV below.)

			Divider IV. Financial Feasibility Review Criteria and Standards:
✔	74-75		1. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.
✔	76-77		2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) **FULL** years beyond project completion.
✔	73		3. Document how patient charges are derived.
✔	78-89		4. Document responsiveness to the needs of the medically indigent.

DIVIDER I

APPLICATION SUMMARY

DIVIDER I. APPLICATION SUMMARY

1. Applicant Identification and Certification (Form MO 580-1861)

See attached.

2. Representative Registration (Form 580-1869)

See attached.

3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.

See attached.

Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

*The information provided must match the **Letter of Intent** for this project, without exception.*

1. Project Location *(Attach additional pages as necessary to identify multiple project sites.)*

Title of Proposed Project	Project Number
The University of Kansas Hospital Authority - Liberty Hybrid OR	6194 HT
Project Address *(Street/City/State/Zip Code)*	**County**
2529 Glenn Hendren Drive, Liberty, Missouri 64068	Clay

2. Applicant Identification *(Information must agree with previously submitted Letter of Intent.)*

List All Owner(s): *(List corporate entity.)*	Address (Street/City/State/Zip Code)	Telephone Number
The University of Kansas Hospital Authority	4000 Cambridge Street, Kansas City, KS 66160	913-588-5000

List All Operator(s): *(List entity to be licensed or certified.)*	Address (Street/City/State/Zip Code)	Telephone Number
The University of Kansas Hospital Authority	4000 Cambridge Street, Kansas City, KS 66160	913-588-5000

3. Ownership *(Check applicable category.)*

☐ Nonprofit Corporation ☐ Individual ☐ City ☐ District

☐ Partnership ☐ Corporation ☐ County ☐ Other Hospital Authority

4. Certification

In submitting this project application, the applicant understands that:

(A) The review will be made as to the community need for the proposed beds or equipment in this application;
(B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area;
(C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute;
(D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months:
(E) Notification will be provided to the CON Program staff if and when the project is abandoned; and
(F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.

We certify the information and date in this application as accurate to the best of our knowledge and belief by our representative's signature below:

5. Authorized Contact Person *(Attach a Contact Person Correction Form if different from the Letter of Intent.)*

Name of Contact Person		Title
Richard Hill		Attorney
Telephone Number	**Fax Number**	**E-mail Address**
314-621-2939	314-621-6844	rhill@lashlybaer.com
Signature of Contact Person		**Date of Signature**
		4/10/25

MO 580-1861 (03/13)

Certificate of Need Program

REPRESENTATIVE REGISTRATION

*(A registration form must be completed for **each** project presented.)*

Project Name	Number
The University of Kansas Hospital Authority - Liberty Hybrid OR	6194 HT

(Please type or print legibly.)

Name of Representative	Title
Richard Hill	Attorney

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
Lashly & Baer, P.C.	314-621-2939

Address (Street/City/State/Zip Code)

714 Locust Street, Saint Louis, Missouri 63101

Who's interests are being represented?
(If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented	Telephone Number
The University of Kansas Hospital Authority	913-588-5000

Address (Street/City/State/Zip Code)

4000 Cambridge Street, Kansas City, KS 66160

Check one. Do you:

- ☑ Support
- ☐ Oppose
- ☐ Neutral

Relationship to Project:

- ☐ None
- ☐ Employee
- ☑ Legal Counsel
- ☐ Consultant
- ☐ Lobbyist
- ☐ Other (explain):

Other Information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: *Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in § 105.478, RSMo.*

Original Signature	Date
[signature]	4/10/25

MO 580-1869 (11/01)

Certificate of Need Program

PROPOSED PROJECT BUDGET

Description	Dollars
COSTS:*	*(Fill in every line, even if the amount is "$0".)*
1. New Construction Costs ***	$0
2. Renovation Costs ***	$673,533
3. Subtotal Construction Costs (#1 plus #2)	$673,533
4. Architectural/Engineering Fees	$71,180
5. Other Equipment (not in construction contract)	$0
6. Major Medical Equipment	$1,705,946
7. Land Acquisition Costs ***	$0
8. Consultants' Fees/Legal Fees ***	$0
9. Interest During Construction (net of interest earned) ***	$0
10. Other Costs ***	$1,349,341
11. Subtotal Non-Construction Costs (sum of #4 through #10	$3,126,467
12. Total Project Development Costs (#3 plus #11)	$3,800,000 **
FINANCING:	
13. Unrestricted Funds	$3,800,000
14. Bonds	$0
15. Loans	$0
16. Other Methods (specify)	$0
17. Total Project Financing (sum of #13 through #16)	$3,800,000 **
18. New Construction Total Square Footage	0
19. New Construction Costs Per Square Foot *****	$0
20. Renovated Space Total Square Footage	0
21. Renovated Space Costs Per Square Foot ******	$0

* *Attach additional page(s) detailing how each line item was determined, including all methods and assumptions used. Provide documentation of all major costs.*

** *These amounts should be the same.*

*** *Capitalizable items to be recognized as capital expenditures after project completion.*

**** *Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.*

***** *Divide new construction costs by total new construction square footage.*

****** *Divide renovation costs by total renovation square footage.*

The University of Kansas Hospital Authority
Replacement Hybrid OR
Budget Detail

Table 1 - Renovation Hard Cost Analysis

	A	B	C	D	E	F
	Vendor	**Description**	**Amount**	**Cost Category**	**Include in CON Budget?**	**Renovation Hard Cost CON Budget**
1	MCG Construction	Demolition	$26,560.00	Renovation	Yes	$26,560.00
2	MCG Construction	Concrete Patching and Sawcutting	$8,850.00	Renovation	Yes	$8,850.00
3	MCG Construction	Steel	$43,000.00	Renovation	Yes	$43,000.00
4	MCG Construction	Rough Carpentry	$9,444.00	Renovation	Yes	$9,444.00
5	MCG Construction	Architectural Woodwork	$5,632.00	Renovation	No	$0.00
6	MCG Construction	Joint Sealants & Waterproofing	$3,300.00	Renovation	No	$0.00
7	MCG Construction	Doors, Frames, & Hardware	$11,289.00	Renovation	Yes	$11,289.00
8	MCG Construction	Drywall & Ceilings	$35,572.00	Renovation	Yes	$35,572.00
9	MCG Construction	Acoustical Ceilings	$6,004.00	Renovation	No	$0.00
10	MCG Construction	Epoxy Flooring Patching	$16,500.00	Renovation	No	$0.00
11	MCG Construction	Painting & Wall Coverings	$12,045.00	Renovation	No	$0.00
12	MCG Construction	Wall & Door Protection	$4,614.00	Renovation	No	$0.00
13	MCG Construction	Fire Suppression	$21,600.00	Renovation	No	$0.00
14	MCG Construction	Plumbing / Medical Gas	$25,000.00	Renovation	No	$0.00
15	MCG Construction	HVAC	$131,748.00	Renovation	No	$0.00
16	MCG Construction	Electrical & Low Voltage	$246,154.00	Renovation	Yes	$246,154.00
17	**Total**		**$607,312.00**			**$380,869.00**
18	**Total CON Hard Costs as % of Total Hard Costs**					**62.71%**

Table 2 - Renovation Soft Cost Analysis

	A	B	C	D	E	F
	Vendor	**Description**	**Amount**	**Cost Category**	**Total CON Hard Costs as % of Total Hard Costs**	**Renovation Soft Cost CON Budget [Col. C * Col. E]**
1	MCG Construction	General Conditions	$129,170.00	Renovation	62.71%	$81,007.54
2	MCG Construction	Preconstruction	$2,526.00	Renovation	62.71%	$1,584.15
3	MCG Construction	Permits	$3,608.00	Renovation	62.71%	$2,262.72
4	MCG Construction	ICRA & Cleanup	$164,226.00	Renovation	62.71%	$102,992.52
5	MCG Construction	General Requirements	$23,606.00	Renovation	62.71%	$14,804.24
6	MCG Construction	Subcontractor Default	$12,487.00	Renovation	62.71%	$7,831.08
7	MCG Construction	General Liability	$10,740.00	Renovation	62.71%	$6,735.47
8	MCG Construction	Builder's Risk	$3,759.00	Renovation	62.71%	$2,357.42
9	MCG Construction	Design Contingency	$43,352.00	Renovation	62.71%	$27,187.73
10	MCG Construction	Construction Contingency	$30,024.00	Renovation	62.71%	$18,829.22
11	MCG Construction	Contractor's Fee	$33,501.00	Renovation	62.71%	$21,009.78
12	MCG Construction	Performance & Payment of Bonds	$9,666.00	Renovation	62.71%	$6,061.92
13	**Total**		**$466,665.00**			**$292,663.79**

The University of Kansas Hospital Authority
Replacement Hybrid OR
Budget Detail

Table 3 - Major Medical Equipment Analysis

	A	B	C	D	E	F
	Vendor	**Description**	**Amount**	**Cost Category**	**Include in CON Budget?**	**MME Hard Cost CON Budget**
1	Philips	Azurion 7 M20	$1,582,455.93	MME	Yes	$1,582,455.93
2	Philips	INTRASIGHT	$110,989.80	MME	Yes	$110,989.80
3	Philips	Room Deinstall	$12,500.00	MME	Yes	$12,500.00
4	Philips	Trade In Allura Xper FD20	($7,500.00)	MME	No	$0.00
5	Philips	CS Clinical Education IXR	$2,800.00	MME	No	$0.00
6	**Total**		**$1,701,245.73**			**$1,705,945.73**

Table 4 - A&E Analysis

	A	B	C	D	E	F
	Vendor	**Description**	**Amount**	**Cost Category**	**Total CON Hard Costs as % of Total Hard Costs**	**A&E CON Budget [Col. C * Col. E]**
1	Pulse Design	Architectural & Engineering	$113,500.00	A&E	62.71%	**$71,180.27**

Table 5 - CON Budget

	A	B	C
	CON Cost Category	**Description**	**Amount**
1	Renovation Hard Costs	See Table 1	$380,869.00
2	Renovation Soft Costs	See Table 2	$292,663.79
3	MME	See Table 3	$1,705,945.73
4	A&E	See Table 4	$71,180.27
5	Other Costs	Contingency	$1,349,341.21
6	**Total CON Budget**		**$3,800,000.00**

DIVIDER II

PROPOSAL DESCRIPTION

DIVIDER II. PROPOSAL DESCRIPTION

1. Provide a complete detailed project description, CON Project number of the existing equipment (if prev. CON approved), and include the type/brand of both the existing equipment and the replacement equipment.

The Applicant intends to replace its existing Philips Allura Xper FD20 unit with a Philips Azurion 7 M20 unit. The existing unit did not require certificate of need approval at the time of its purchase, and as such was not previously approved by the Committee.

2. Provide a listing with itemized costs of the medical equipment to be acquired and bid quotes.

See attached.

3. Provide a timeline of events for the project, from CON issuance through project completion.

- CON Approval – May 22, 2025
- Suite Improvements Completed – November 2025
- Unit Installed – December 2025
- Unit Operational – January 2026

PHILIPS

Sold to:
Julie Osbahr
New Liberty Hospital District
2525 Glenn Hendren Dr
Liberty, MO 64068-9625

Presented By
Stephanie Folkers
Philips Healthcare a division of Philips North America LLC
414 Union Street
Nashville, Tennessee 37219
Phone: (913) 514-4061
Email: stephanie.folkers@philips.com

Quote #: Q-00471703
Customer #: 94023376
Quote Date:
Valid Until: 05/30/25

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Liberty FD20 site#547627 (Rm12/OR Hybrid)Clarity &Other Upgrade EOL2023

Thank you for investing your trust in Philips; we know that there were many options out there for you to choose from. As the industry leader in Healthcare, we also pride ourselves on providing great Customer Service.
I am pleased to submit the attached proposal for your consideration.
I trust this meets your expectation, however, should you have any queries or require further information or clarification, please do not hesitate to contact me.
To ensure a smooth purchasing experience here are a few helpful tips to keep in mind when submitting your purchase order.

- Please specify any specific delivery date requirements or shipping/delivery needs
- Ensure your purchase order references the Philips quote number
- Purchase orders must be signed digitally or physically

or

- Complete the information on the quote Signature Page

Thank you again for considering Philips.

Regards,
Stephanie Folkers

This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips.

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

PHILIPS

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1. Financial Overview

Line	Article No.	Description	Qty	Net Price
1	722234	Azurion 7 M20	1	$ 1,582,455.93
2	797403	INTRASIGHT	1	$ 110,989.80
3	SP00211	Room deinstall	1	$ 12,500.00
4	SP00410_RE	Trade In: Allura Xper FD20	1	$ -7,500.00
5	100263	CS Clinical Education IXR	1	$ 2,800.00

	Total Net Price
Trade In	$ -7,500.00
Total Net Price	**$ 1,701,245.73**

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2. Quote Summary

Line	Article No.	Description	Qty	Net Price
1	**722234**	**Azurion 7 M20**		
1.1	NNAT324	Conv. Azurion 7C20 Flexarm	1	$ 613,800.78
1.2	NNAT129	Ceiling Rails FlexArm 4300 mm	1	$ 5,320.89
1.3	NNAT195	Compact Full Load UPS	1	$ 0.00
1.4	989801278456	Compact Full Load UPS	1	$ 48,225.60
1.5	NNAE732	No, not ordering IntraSight 7	1	$ 0.00
1.6	989801256034	iXR Full Travel Pkg OffSite	2	$ 4,716.00
1.7	NNAE503	ClinEd_VesselNavigator	1	$ 0.00
1.8	NNAT060	SmartCT Angio Ent	1	$ 0.00
1.9	NNAT061	SmartCT Soft Tissue Ent	1	$ 0.00
1.10	NNAE676	Azurion FlexArm/Flexmove Educ Pkg	1	$ 0.00
1.11	NCVD069	ClarityIQ.	1	$ 109,335.51
1.12	NCVD226	Hybrid kit for FlexArm	1	$ 31,450.88
1.13	NCVD220	MRC200+ GS 04/07	1	$ 55,186.86
1.14	NCVD034	FlexVision XL HD, 3rd p MCS	1	$ 96,258.56
1.15	FCV0974	3rd party video cloning (2 output)	3	$ 26,733.27
1.16	NCVD490	FlexSpot	1	$ 54,514.86
1.17	NCVD491	FlexSpot secondary monitor	1	$ 8,911.09
1.18	NCVD492	Second FlexSpot	1	$ 36,692.69
1.19	NCVD494	2nd FlexSpot secondary monitor	1	$ 8,911.09
1.20	NCVD061	optional ref monoplane	1	$ 4,979.72
1.21	NCVD064	Extension to FlexVision Pro	1	$ 37,741.05
1.22	FCV0985	Video input WCB outside the MCS	18	$ 43,760.88
1.23	NCVD097	DVD writer	1	$ 430.87
1.24	NCVA694	Subtracted Bolus Chase	1	$ 20,962.01
1.25	NCVA695	FD Rotational Angio	1	$ 20,028.97
1.26	NCVD072	SmartMask Monoplane	1	$ 11,175.54
1.27	NCVD078	FD Dual Fluoro monoplane	1	$ 18,350.54
1.28	NCVA258	CO2 VIEW TRACE	1	$ 2,986.78
1.29	NCVA082	Intercom	1	$ 1,997.13
1.30	NCVC199	Wireless footswitch: mono-plane version	1	$ 7,338.54
1.31	NCVD081	Touch Screen Module Pro	1	$ 26,209.07
1.32	NCVD612	Premium Tilt & Cradle Table (Pivot, Tilt, Cradle, APC, Volcano)	1	$ 65,083.40

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1.33	NCVA101	Peripheral X-ray filter	1	$ 4,461.82
1.34	NCVC846	SmartCT Angio	1	$ 44,031.23
1.35	NCVC847	SmartCT Roadmap	1	$ 36,692.69
1.36	NCVC848	SmartCT SoftTissue	1	$ 51,369.76
1.37	NCVC851	SmartCT Artifact Reduction	1	$ 10,483.63
1.38	NCVC852	SmartCT Vessel Analysis	1	$ 5,241.82
1.39	NCVC465	VesselNavigator	1	$ 41,934.50
1.40	NCVD177	IW Hardware (FlexSpot)	1	$ 19,766.87
1.41	**722240**	**Remote Service IGT**		
1.42	459801079651	Cabinet Rear Cover	1	$ 474.91
1.43	459801613311	Cabinet Rear Cover Deep	2	$ 3,732.16
1.44	989600213943	Patient table adaptation plate	1	$ 3,163.96
				$ 1,582,455.93
2	**797403**	**INTRASIGHT**		
2.1	NNAW510	IntraSight 5	1	$ 110,989.80
				$ 110,989.80
3	**SP00211**	**Room deinstall**	1	$ 12,500.00
4	**SP00410_RE**	**Trade In: Allura Xper FD20**	1	$ -7,500.00
5	**100263**	**CS Clinical Education IXR**		
5.1	989801256820	Azurion FlexArm Essentials Virtual Trng.	2	$ 2,800.00
				$ 2,800.00

	Total Net Price
Trade In	$ -7,500.00
Total Net Price	**$ 1,701,245.73**

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3. Quote Overview

Line	Description	Qty	Included	Optional
1	**Azurion 7 M20**			
1.1	Conv. Azurion 7C20 Flexarm	1	●	
1.2	Ceiling Rails FlexArm 4300 mm	1	●	
1.3	Compact Full Load UPS	1	●	
1.4	Compact Full Load UPS	1	●	
1.5	No, not ordering IntraSight 7	1	●	
1.6	iXR Full Travel Pkg OffSite	2	●	
1.7	ClinEd_VesselNavigator	1	●	
1.8	SmartCT Angio Ent	1	●	
1.9	SmartCT Soft Tissue Ent	1	●	
1.10	Azurion FlexArm/Flexmove Educ Pkg	1	●	
1.11	ClarityIQ.	1	●	
1.12	Hybrid kit for FlexArm	1	●	
1.13	MRC200+ GS 04/07	1	●	
1.14	FlexVision XL HD, 3rd p MCS	1	●	
1.15	3rd party video cloning (2 output)	3	●	
1.16	FlexSpot	1	●	
1.17	FlexSpot secondary monitor	1	●	
1.18	Second FlexSpot	1	●	
1.19	2nd FlexSpot secondary monitor	1	●	
1.20	optional ref monoplane	1	●	
1.21	Extension to FlexVision Pro	1	●	
1.22	Video input WCB outside the MCS	18	●	
1.23	DVD writer	1	●	
1.24	Subtracted Bolus Chase	1	●	
1.25	FD Rotational Angio	1	●	
1.26	SmartMask Monoplane	1	●	
1.27	FD Dual Fluoro monoplane	1	●	
1.28	CO2 VIEW TRACE	1	●	
1.29	Intercom	1	●	
1.30	Wireless footswitch: mono-plane version	1	●	
1.31	Touch Screen Module Pro	1	●	
1.32	Premium Tilt & Cradle Table (Pivot, Tilt, Cradle, APC, Volcano)	1	●	
1.33	Peripheral X-ray filter	1	●	
1.34	SmartCT Angio	1	●	
1.35	SmartCT Roadmap	1	●	
1.36	SmartCT SoftTissue	1	●	

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1.37	SmartCT Artifact Reduction	1	●	
1.38	SmartCT Vessel Analysis	1	●	
1.39	VesselNavigator	1	●	
1.40	IW Hardware (FlexSpot)	1	●	
1.41	**Remote Service IGT**			●
1.42	Cabinet Rear Cover	1	●	
1.43	Cabinet Rear Cover Deep	2	●	
1.44	Patient table adaptation plate	1	●	
2	**INTRASIGHT**			
2.1	IntraSight 5	1	●	
3	**Room deinstall**	1	●	
4	**Trade In: Allura Xper FD20**	1	●	
5	**CS Clinical Education IXR**			
5.1	Azurion FlexArm Essentials Virtual Trng.	2	●	

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4. Quote Details

Line	Description	Qty
1	**Azurion 7 M20** **Article No. 722234**	
1.1	**Conv. Azurion 7C20 Flexarm** **Article No. NNAT324** **Conv. Azurion 7C20 Flexarm** The Philips Catalyst program converts the currently installed system into an Azurion 7M20 Monoplane Ceiling Mounted system with FlexArm. The Azurion 7M20 Monoplane Ceilng Mounted with FlexArm Image Guided Therapy system is designed to enhance treatment and provide high-quality image guidance during minimally invasive interventions. Key benefits : • A detector that delivers high-resolution imaging over a large field of view (20”) • Rotates on no less than eight axes to create virtually unlimited flexibility to perform imaging, from head to toe on the left and right side for 2D and 3D visualizations • The Image Beam Rotation technology enables patient-oriented images in every angulation avoiding the need to pivot the table or reposition the patient • Stand, monitor suspension, and operating modules can be freely positioned for full flexibility • Display, access, and control up to 20 multimodality video sources **Details :** Experience outstanding interventional performance on the Azurion 7 Series with a 20”flat detector. This industry-leading Image Guided Therapy platform allows you to perform procedures easily and confidently with a unique user experience, helping you optimize your lab performance and provide superior care. FlexArm rotates on no less than eight axes to create virtually unlimited flexibility to perform imaging, from head to toe on the left and right side for 2D and 3D visualizations. The image beam remains aligned with the patient, allowing better visualization of anatomies during rotations or angulations. Seamlessly control all relevant applications from a single touch screen at the table side, to help make fast, informed decisions in the sterile field. With Azurion, you are future-ready. At Philips Healthcare, we feel a responsibility towards society and the environment. The latest Azurion 7 M20 Monoplane Ceiling Mounted system with FlexArm system perfectly exemplifies our EcoVision program. We drastically reduced the product's environmental impact by examining every aspect of the Azurion 7 M20 with FlexArm design and development with a green eye. **<u>System Geometry</u>** **Ceiling Mounted stand**	1

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The Philips Azurion M20 stand is a stable assembly of a C-arm and a ceiling-mounted base. The X-ray tube and the flat detector are integrated into the C-arm. This provides a compact assembly with positioning flexibility and easy access to the patient. Collision prevention technology (BodyGuard) is in place to protect the patient by slowing down system movement speeds when an object is detected within a certain safety distance. The C-arm contains the high-performance grid-switch MRC200 0407 X-ray tube to enable high image quality in every stand position.

Workflow and dose management

ProcedureCards

The Azurion ProcedureCards for system setup can be customized based on user, procedure, or department workflow preferences. Further, it is possible to upload hospital checklists and/or protocols into the ProcedureCards to help safeguard the consistency of interventional procedures and help minimize preparation errors. The ProcedureCards can be coupled to hospital RIS codes to automatically select the right system settings once the procedure is started.

Parallel Working

The Azurion Parallel Working concept allows the review of acquired images from current or previous exams in the control room simultaneously with an ongoing live intervention. This allows the physician in the exam room to carry with the intervention, while the supporting staff can run image processing, vessel analysis, or flag images for PACS export. The concept provides a flexible workflow, leading to higher throughput and faster exam turnover without compromising on the quality of care.

Dose management and awareness

DoseWise comprises a set of technologies to actively manage dose. The X-ray tube copper filtration will permanently remain in the X-ray beam for a chosen X-ray protocol, independent of projection angle or patient thickness. Grid-switch controlled fluoroscopy and collimation on the last-image-hold help to avoid unnecessary radiation. The high-resolution flat detector features high X-ray-to-signal conversion rates to support brilliant image quality. Advanced image processing further enhances high image quality through automatic noise reduction and edge enhancement algorithms. After the procedure is finished, a DICOM radiation dose structured report provides an overview of all dose-relevant parameters, which can be automatically exported with the patient images to a DICOM database (e.g. PACS).

Zero Dose Positioning

Zero Dose Positioning function lets you move the stand, pan the table, and change table height or field-of-view on your Last Image Hold (LIH) image. This means you can already see the effect of changing the gantry position or field-of-view format on your region of interest to prepare for your next acquisition without using additional fluoroscopy.

Monitor solutions

Monitor concept (control room)

The default control room configuration consists of two 24 color monitors (acquisition and review) for patient administration and X-ray image display/review. The acquisition monitor features a status bar,

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which replicates the same system information shown in the exam room (incl. dose values, system positioning, and system messages). The review monitor can be used to review any acquired images with Parallel Working, perform measurements, and access general system settings e.g. for the creation and adjustment of Procedure Cards or to open the electronic Instruction for Use (IFU).

Monitor concept (exam room)

Unless otherwise stated, the default monitor solution in the exam room is a ceiling-suspended rail system, which holds a monitor carriage for 2 widescreen monitors (2F MCS) and is delivered with one 27 monitor. The rail system enables both longitudinal and transversal movements so that the monitors can be flexibly positioned on both table sides and from foot-end to head-end. This ensures access to relevant information during the procedure, independently of the user position. The 27 monitor is used to display the Live/Reference images. The Live image view contains a status bar, which displays all relevant system values such as geometry positioning, select X-ray settings, current dose values, and general system messages.

System controls & user interface

Touch screen module (exam room)

The Azurion touch screen module (TSM) is positioned at the table side in the exam room and is the backbone of the system. The unique aspect of the Azurion TSM is its multi-modality readiness, which means that it allows access and control of other compatible applications. The TSM can be clamped to any of the OR rails, which are located on three sides of the patient table. It comes with a protective frame which is designed to reduce collisions with other equipment in the room.

Azurion control modules (exam room)

One system control module and a viewpad are delivered as standard. The control module provides the controls required to adjust the position of the table and stand, and to perform imaging functions during the acquisition. It has a protection bar that prevents unintended system activation. The orientation of the Azurion control module can be adjusted so that system control remains intuitive and any system movements remain predictable independent of which table rail the control module is clamped to. The viewpad is a handheld remote control that is usually stored in a respective holder next to the TSM. It can be used to control the viewing of acquired images or to allocate acquired images to the reference windows from anywhere in the examination room.

Azurion review module (control room)

The review module is used to switch the Azurion system on or off and offers further buttons to control the basic review functions for the control room acquisition monitor.

Footswitch (exam room)

The function allows the user to perform exposure, fluoroscopy, single-shot exposure, and switch the room light on and off (if connected to the electronic infrastructure of the room light).

Connectivity and security

DICOM compatibility

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The Azurion system includes a DICOM image interface, which enables the transfer of DICOM data/clinical images from and to a DICOM destination such as RIS/CIS, PACS or Medical DVD station. The export formats are based on DICOM 3.0 protocols with a fast Ethernet link to make images available within seconds. The DICOM archiving process can be configured in the system settings: images can either be sent automatically or manually upon completion of the examination. The export format is configurable in 512x512 or 1024x1024 matrix in 8- or 10-bit depth. Examination data can be sent to multiple destinations for archiving and reviewing purposes. The DICOM image interface provides DICOM Storage and DICOM Storage Commitment Services. With DICOM Query/Retrieve historic DICOM XA MF and DICOM SC studies can be uploaded to the system.

Security

The Philips Azurion system is based on an embedded Windows 10 Operating system, which offers features such as OS Hardening, AppLocker, and BitLocker functionality. The Azurion is further protected by a firewall, which primary function is to avoid unsolicited and unnecessary traffic from the interventional lab toward the Hospital Network such as multicast (mDNS, SSDP), internal proprietary Azurion broadcast (IST, CWIS), and internal proprietary Azurion traffic for IANA ephemeral ports (TCP/UDP 49152-65535).

Proactive remote services

The Philips 24/7 remote support keeps your lab up and running smoothly and helps you treat more patients. Our remote services make use of proactive model-based analytics to identify issues and enable our service team to have them resolved before you are even aware that there has been an issue. Having your Azurion system connected to our secure VPN based remote network not only enables us to implement operating system security patches timely but also increases our first-time-right fix rate due to continuous system log filing. Philips is committed to ensuring the safety and security of patients, operators, and customers and operates with an ISO/IEC 27001 certified security infrastructure and under its binding corporate rules to ensure that data privacy is always addressed.

Technology Maximizer Essential

Technology Maximizer Essential program keeps your technology up to date to maximize its operational performance

This program is included in your Azurion release 3 system purchase, for 5 years from the system installation date, Philips will provide the following if and when available during the coverage term:

- Core system software release upgrade
- Operating system (OS) update
- Safety and security updates as approved and communicated by Philips for the system and as part of the core system software release
- Clinical/technical training is not included unless operational workflows are modified due to a core release upgrade
- A computer hardware upgrade is provided to support a core system software upgrade
- Does not include upgrades to clinical applications

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Specifications

Monitor concept (exam room)
Amount of monitors delivered
1 x 27”color monitors

Ceiling-mounted stand
C-arm Z rotation
-135° to +135°
C-arm Z rotation speed
12°/sec
C-arm rotation in head-end position
120° LAO, 185° RAO
C-arm rotation in side position
90° LAO, 90° RAO
C-arm angulation head-end position
90°cranial, 90° caudal
C-arm angulation in side position
185° cranial, 120° caudal
C-arm rotation/angulation speed
up to 25°/sec
Longitudinal movement
285 cm (112.2”), 460 cm (181.1”) rail type 1 and 635 cm (250.0”) rail type 2
Lateral movement
150 cm (59.1”)

Fluoroscopy modes
Fluoroscopy storage
enabled with FluoroStore button on imaging module

X-ray generator
Nominal power
100 kW
Minimum switching time
1 ms
Voltage range
40 - 125 kV
Maximum current
1000 mA at 100 kV
Maximum continuous power
2.5 kW for 15 minutes, 1.5 kW for 8 hours

Ceiling-mounted stand
Longitudinal/Lateral speed
15 cm/sec (5.9”/sec)

Monitor concept (exam room)
Longitudinal movement of monitor rail
max. 330 cm (129.9“)
Transversal movement of monitor rail

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max. 293 cm (115.4“)
Height movement of monitor frame
motorized 32 cm (12.6“) or 52 cm (20.5“)
Rotation range of monitor frame
360°

Monitor concept (control room)
Amount of monitors delivered
2 x 24”color monitors
Resolution of monitors
1,920 x 1,080 Full HD

X-ray tube MRC 200+ GS 0407
Focal spot size
0.4/0.7 nominal focal spot values
Loadability
max. 30 kW and 65 kW on small and large focal spot
Fluoro power for 10 min
4,500 W
Fluoro power for 20 min
4,000 W
Anode heat dissipation
21,000 W
Max. assembly continuous heat dissipation
4,000 W
Anode target angle
11°
Extra pre-filtration
SpectraBeam filters with 0.1, 0.4, 0.9 mm Cu and 1 mm Al backing

Ceiling-mounted stand
C-arm depth
90 cm (35.4“)
Focal spot to isocenter
81 cm (31.9“)
Isocenter-to-floor distance
106.5 cm (41.9“)
Source-to-image distance
89.5 cm to 119.5 cm (35.2”to 47.0“)

Flat detector
Maximum field of view
48 cm (19“) diagonal
X-ray sensitive area
1,904 x 2,586 pixels
Detector zoom fields
48, 42, 37, 31, 27, 22, 19, 15 cm 19, 16.5, 14.6, 12.2, 10.6, 8.7, 7.5, 5.9“
Pixel pitch
154 micrometer x 154 micrometer
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77% at 0 lp/mm
MTF at 1 lp/mm
59% (typical)
Detector bit depth
16 bits
Size of detector housing
67 cm (26“) diagonal, including BodyGuard
Detector dimension
47.2 x 36.0 cm (18.6 x 14 .2“)

Digital acquisition X-ray protocols
DSA frame rates
0.5 to 6 images/sec.
Image storage
50,000 images (based on 1,024 matrix)
Cardio and cine mode
3.75 to 10 images/sec

Fluoroscopy modes
Fluoroscopy storage capacity
up to 2000 images

Monitor concept (exam room)
Resolution of monitors
1,920 x 1,080 Full HD

Fluoroscopy modes
Grid-switched pulsed fluoroscopy
yes
Pulse rates
0.5 –30 images/sec

Quantitative Vascular Analysis

Key benefits

- Allows quantitative assessment of different size vessels such as aortic and peripheral
- Aids confident decision making for device selection, approach angles and follow-up
- Designed for efficiency with single click functions and fast results

Easily obtain objective assessment of aortic and peripheral vasculature

To support decision-making and allow quantitative assessment of vasculature during vascular interventions, the 2D quantitative vascular analysis option supports quantification such as aortic and peripheral artery dimensions of about 5 to 50 mm from 2D angiographic images. With one click, the relevant segment is detected and a visualization of the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area is created.

Specifications:

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- Automated vessel segmentation
- Diameter measurement along selected segment
- Automated obstruction analysis
- Stenosis diameter, stenosis length
- % stenosis diameter, % stenosis area
- Automated and manual calibration routines
- Store result page

Analysis of the targeted vessel segment has been simplified with the single click function. Position the mouse on or close to the stenotic area and click once to detect the relevant segment. The visualization shows the obstruction, healthy vessel, reference diameter, stenosis diameter and plaque area.

2nd touch screen module

Key Benefits

- Control system operations with a second touch screen module

Tablet-like touch screen control
During an intervention flexible control of applications and system operations can support fast decisions and communication with team members. The touch screen module provides fast, tablet-like touch response to control system operations. Up to three touch screen modules can be connected to the X-ray system: on the table, on the pedestal and in the control room.

Specifications
The second touch screen module is similar to the standard touch screen module and provides touch screen control of displayed functionality. The following functions can be made available providing the relevant commercial options have been selected:

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

Connectivity:
A maximum of 3 touch screen modules can be connected to the X-ray system:

- one touch screen module on the table
- one touch screen module in the Control Room

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- one touch screen module on the pedestal

Marker tool
Marker tool allows you to easily mark areas of interest on a 2D image. Clear and precise markings on the image as the marking scales with the image when it's zoomed or panned
Key benefits

- Allows you to mark areas of interest to on a image during your procedure (e.g. to indicate where to put stent/grafts)

Enhance functionality on the touch screen module
This option extends the functionality of the touch screen module, allowing markings on images.
Affordable alternative vs expensive 3rd party applications

Specifications

- Enhance functionality on the TSM
- Provides intuitive zooming and panning functionality (also during fluoroscopy)
- Turns the touchscreen into the marking device in order to improve communication during the procedure

Black Anti-fatigue Floor Mat w/logo.
36"x60"

Advanced Room Solutions Plus

Details
Advanced Room Solutions Plus facilitates an interactive 3D lab visualization of 2D site plans allowing for a more intuitive understanding of the entire solution before it is installed. It enables an interactive lab design that allows viewing of standard room templates, interaction with systems and models, and creation of 3D customized room layouts and site plans, and configuration of multiple rooms.

Includes
The Azurion is delivered with the following patient table accessories: lower body protection UT70-10WS, pan handle, set of elbow supports and arm support board, and head support.

Disclaimers

The Philips Azurion 7 M20 is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR). The Philips Azurion 7 C20 is a commercial package and represents a base configuration within the Azurion 7 M20 medical product.

The content and specifications of the base configuration can be altered by adding additional options to the system configuration. Typical examples are the amount and characteristics of viewing monitors in the exam and control room, enabled X-ray protocols, or table specifications. If altered specifications apply, this will be listed in the respective option article.

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The Azurion system delivered can deviate from the product image shown depending on options selected as part of the overall configuration.

The compatible applications Philips SmartCT, Philips IntraSight and Philips Hemo System are independent medical products, which have to be purchased separately. Their commercial availability depends on local clearance. Please reach out to your local sales representative for further information.
Conv. Azurion 7C20 Flexarm

1.2	**Ceiling Rails FlexArm 4300 mm** **Article No. NNAT129**	1

Ceiling Rails FlexArm 4300 mm

CEILING RAILS FLEXARM 4300

CEILING RAIL FLEXARM INTERFACE SET 4300

1.3	**Compact Full Load UPS** **Article No. NNAT195**	1
1.4	**Compact Full Load UPS** **Article No. 989801278456**	1

Compact Full Load UPS
Socomec IGT Compact Full UPS 75kva:
Enough battery for full functionality for 2-5 minutes. (Assumes batteries are in good condition) (gets you well beyond the ten seconds needed for the hospital emergency generator to come online and feed the UPS).
(1 cabinet plus remote display panel).
Full imaging system conditioning power protection allowing full Imaging System functionality during two minutes of power outage.

- Small footprint and weight
- True online double-conversion technology
- Power factor corrected input
- IGBT inverter: PWM-design
- Dry contact status and alarm indications
- Exchangeable batteries and power modules
- Internal maintenance bypass

UPS has a compatibility statement with Philips Imaging Systems.

1.5	**No, not ordering IntraSight 7** **Article No. NNAE732**	1
1.6	**iXR Full Travel Pkg OffSite** **Article No. 989801256034**	2

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Details

Includes one (1) participant's modest airfare from North American customer location to Cleveland, Ohio, with lodging, ground transportation, and meal expenses. Breakfast/dinner provided by the hotel, and lunch/breaks are catered by Philips. All other expenses will be the responsibility of the attendee. Details are provided during the scheduling process.

Philips Clinical Services cancellation policies strictly enforced; policy provided during scheduling process.

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

1.7 **ClinEd_VesselNavigator** 1
Article No. NNAE503

Details

Vessel Navigator Clinical Education Program:

Philips Imaging Systems Clinical Education Specialist will provide 1 consecutive sixteen (16) hour session of education for up to four (4) students, as selected by customer, including technologists from weekend/night shifts as necessary. CEU credits are not available for this portion of training. Please refer to guidelines for more information. Note: Site must be patient ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

Philips Clinical Services cancellation policies strictly enforced; policy provided during scheduling process.

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

1.8 **SmartCT Angio Ent** 1
Article No. NNAT060

Details

Clinical Education Program for SmartCT Angio

IGT SmartCT Angio Handover OnSite Education: Philips Education Specialists will provide 1 consecutive sixteen (16) hour session of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

Philips Clinical Services cancellation policies strictly enforced; policy provided during scheduling process.

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

1.9 **SmartCT Soft Tissue Ent** 1
Article No. NNAT061

Details

Clinical Education Program for SmartCT SoftTissue

IGT SmartCT Soft Tissue Handover OnSite Education: Philips Education Specialists will provide 1 consecutive eight (08) hour session of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

Philips Clinical Services cancellation policies strictly enforced; policy provided during scheduling process.

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

1.10 **Azurion FlexArm/Flexmove Educ Pkg** 1
Article No. NNAE676

Azurion FlexArm/Flexmove Educ Pkg

Clinical Education Program for Azurion FlexArm C-Arm System:
The purchase of the Azurion System includes a StartRight entitlement pool that allows for the customized delivery of educational events to improve staff time to proficiency, knowledge on system features, and improve overall lab efficiency. For new users, the recommended series of educational events includes:

Essentials Offsite Education: Philips will provide two (2) Cardiovascular Technologists Registered Technologists, Registered Nurse, or other system operators as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and work-flow of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. **In the event that an EP Navigator workstation has also been ordered, the offsite training course will be tailored to focus on the electrophysiology functionality of the Azurion system and the EPN workstation. Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292102 (CV Full Travel Pkg OffSite) is purchased with all OffSite courses.** Clinical Services cancellation policies apply and will be provided during scheduling process.

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Introductory e-Learning: Introductory electronic learnings are provided on the Philips Learning Center educational portal. These courses introduce the Philips IGT systems. Course topics include system startup and shutdown, system functionalities, helpful quick-steps and more. The modules will provide the technologist familiarity with the workflow and software prior to onsite training. It is recommended that this online self-paced learning be completed prior to the onsite applications training. The eLearning modules can be accessed by technologists as needed for reference and refresher. Clinical Services cancellation policies apply and will be provided during scheduling process.

Pre-Training Onsite Education: Philips Education Specialists will provide one consectutive session of twenty -four (24) hours of pre-training applications for up to (8) students selected by customer, including technologists from night/weekend shifts if necessary. This training will be coordinated to provide instruction on the operation of the FlexArm C-Arm prior to the Go Live handover date of the entire Azurion Imaging System. **In the event that a Maquet OR table** with 24 hours of pre training has also been purchased this FlexArm 24 hour training will be used as a post-handover follow up session. No CEU credits will be available for this session. Please refer to guidelines for more information. **Note: The equipment must be entirely operational. Philips personnel are not responsible for actual patient contact or operation of the equipment during the education sessions except to demonstrate proper equipment operation.** Clinical Services cancellation policies apply and will be provided during scheduling process.

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

FollowUp OnSite Education: Philips Education Specialists will provide one consecutive session of sixteen (16) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 16 hours, and must include the two OffSite education attendees. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. Clinical Services cancellation policies apply and will be provided during scheduling process.

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

1.11 **ClarityIQ.** 1
Article No. NCVD069

Significantly lower dose- across clinical areas, patients and operators.

Key benefits

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• High-quality imaging at low dose levels
• Enhanced work environment for staff through active management of scatter radiation
• Expands treatment options enables longer procedures to treat obese and high-risk patients with confidence

See with confidence every time
Interventions are becoming increasingly complex, which lengthens fluoroscopy time and increases the need for high resolution imaging. New devices can be more difficult to visualize, making it harder to position them precisely. The prevalence of patients with a high BMI can also require increased dose levels to visualize anatomy. All of these factors inspired us to completely redefine the balance in interventional X-ray with AlluraClarity.

AlluraClarity with its unique ClarityIQ technology gives you exceptional live image guidance during treatment. What's more, you can confidently manage low X-ray dose levels without changing your way of working. In short, you can see what you have to regardless of patient size.

Specifications
ClarityIQ technology is the foundation of Philips X-ray systems with AlluraClarity. It offers:
- Noise and artefact reduction, also on moving structures and objects
- Image enhancement and edge sharpening
- Automatic real-time patient and table motion correction on live images
- A flexible digital imaging pipeline from tube to display that is tailored for each application area
- Over 500 clinically fine-tuned system parameters making it possible to filter out more X-ray radiation and use smaller focal spot sizes and shorter pulses with the grid switching technology of Philips MRC tube and accompanying generator

Pulsed X-ray for pulsed fluoroscopy
25 | 12.5 | 6.25 | 3.125 | 2.5 | 1.25 | 0.625 img/s

1.12 **Hybrid kit for FlexArm** 1
Article No. NCVD226

The Hybrid OR Ceiling kit is a set of materials and adaptations to cope with the stricter cleaning and sterility requirements in modern Hybrid OR environments. It supports undisturbed laminar airflow.

Key benefits
• Supports sterility and easy cleanability of moving ceiling parts
• Height adjustable carriage top cover to improve air flow and eliminate air jet effects

The ceiling mounted FlexArm supports optimal utilization of your lab by allowing procedure-based workflow. To support the high sterility and cleanability standards in the Hybrid OR, the top of the moving parts of the ceiling rails has been specially designed to cope with the higher sterility and laminar airflow compatibility requirements in modern Hybrid ORs.

Specifications
The Hybrid OR ceiling kit for FlexArm includes a closed cable duct and a carriage cover.

Cable duct
• Closed duct to keep out dust
• Easy to clean stainless steel belt

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• Seal strip affixed to duct maintains a tight seal
• High quality, specially designed rail guide materials, result in low friction and no/low noise

Carriage cover
• Carriage cover for top of ceiling rails prevents jet air effects to eliminate laminar airflow disturbances
• Closes off top of rail carriage
• Cover can also be added after installation of stand

1.13 **MRC200+ GS 04/07** 1
Article No. NCVD220

Maximus ROTALIX Ceramic grid switch tube assembly MRC200+ GS 0407

The MRC 200+ GS 04 07 tube assembly and cooling unit CU 3101 for cardiovascular systems comprises:
- 0.4/0.7 mm nominal focal spot values maximal 30 and 65 kW short time load
- Grid switching at pulsed fluoroscopy and low load exposure (to eliminate soft radiation and improve image quality)
- Continuous loadability: 3400 W (at 21 degrees C room temperature) / 4000 W (= Max assembly continuous heat dissipation)
- Application of SpectraBeam dose management
- Tube housing is oil cooled with thermal safety switch
- Maximum anode cooling rate of 1820 kHU/min
- Anode heat storage capacity of 6.4 [MHUeff]

1.14 **FlexVision XL HD, 3rd p MCS** 1
Article No. NCVD034

FlexVision XL is an integrated viewing solution designed to give you full control over your viewing environment which brings High Definition viewing.
This FlexVision XL is mounted on 3rd party Monitor Ceiling Suspension.

Key benefits
• Easily access multiple, up to 8, video inputs (including third party systems) video inputs to inform decision making during procedures
• Create custom display templates to support diverse procedures
• The screen layout of the FlexVision XL HD can also be changed from the control room
• Enlarge images to reveal more details and support comfortable working positions

Diagnostic information easily made available at table side
In today's interventional setting, as you perform more complex procedures with smaller devices in complex anatomy, you rely on various types of diagnostic information to guide you. To inform decision making in the exam room, Philips offers an advanced digital workspace called FlexVision HD. You can display multiple images in a variety of custom layouts on a large, high-definition LCD screen. Zoom in and out to enhance fine details, while maintaining an overview of all information. Create custom display templates for specific procedures/physician preferences to easily support diverse procedures.

Specifications
FlexVision XL HD offers:

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• Native resolution of FD20 can be displayed.
• Sharp images at full size without zoom
• High Definition display at native resolution for ultimate detail
• Up to 2k*2k image display fully integrated
• Enhanced small vessel visualization

1. DVI video composition unit.
The DVI video composition unit allows the user to direct and switch the video output of all connected medical equipment to specific sub windows of the Philips 58-inch color LCD with LED backlight in the Examination Room.
• The DVI video composition unit is operated from the touch screen module.
• The DVI video composition unit supports a wide variety of display formats (up to 1920x1200)
• Up to 11 external inputs are connected to the DVI video composition unit via wall connection box or boxes.

2. Medical grade, high resolution color LCD in the Examination Room
This display supports the image quality requirements for monochrome X-ray images as well as color images and replaces all displays normally delivered with the system for the Examination Room.
Main characteristics are:
- 58-inch, 8 Megapixel color LCD
- Native resolution: 3840x2160
- Brightness: Max: 700 Cd/m2 (typical) stabilized: 400 Cd/m2
- Contrast ratio: 1:4000 (typical)
- Wide viewing angle (approx. 176 degrees)
- Constant brightness stabilization control
- Lookup tables for gray-scale, color and DICOM transfer function
- Full protective screen Ingress Protection: IP-21

3. Large color LCD control (touch screen module)
• Enlarge information at any stage during the case via the touch screen module in the Examination Room or Control Room.
• Select viewing lay-outs via the touch screen module in the Examination Room.
• Create new layouts by matching inputs to desired locations on preset templates.
• Adjust the screen layout during the procedure without going into configuration
• 20 layouts; each layout is customizable, size of viewports can be customized by end user X-ray status area visible with all X-ray details

4. Monitor ceiling suspension
Monitor ceiling suspension for use in the Examination Room carries the 58-inch color LCD, providing highly flexible viewing capabilities. The monitor ceiling suspension is height-adjustable and moveable along ceiling rails. It can be positioned on either side of the table.

5. Snapshot
The snapshot function allows the user to store/save a screen-capture of any image on the FlexVision HD as a photo image to the current acquisition patient study.

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1.15	**3rd party video cloning (2 output)** **Article No. FCV0974**	3

Introduction

A video cloning license to a 3rd party system.

Details

Replicate up to two full HD video signals to a 3rd party system.

Includes

The Live/Ref license is part of this video option.

1.16 **FlexSpot** 1
Article No. NCVD490

Introduction

One 27-inch monitor capable of connecting up to 20 video sources from multiple modalities in the lab enabling the user to control and manipulate, in full HD, up to 4 sources at the same time.

Details

The Azurion FlexSpot is an integrated user-centric workplace that gives you seamless access to video sources to significantly reduce clutter and simplify workflow. Team members can perform different tasks separately, without interrupting each other, to reduce gaps between cases. While fluoroscopy/exposure is being done, you can review previous images from the same or a different patient, prepare for the next exam or finish reporting on another patient. With ProcedureCards it's possible to set up custom screen layouts for every procedure and/or clinical user. The workplace enables full flexibility of screen layouts (live resize, drag and drop) and Video integration of 3rd party applications with a full HD display for an optimized control room.

1.17 **FlexSpot secondary monitor** 1
Article No. NCVD491

Details

A 27-inch monitor connected to the primary FlexSpot capable of displaying up to 4 video sources at the same time. Controlled by the same mouse and keyboard as the FlexSpot.

1.18 **Second FlexSpot** 1
Article No. NCVD492

Introduction

One 27-inch monitor capable of connecting up to 20 video sources from multiple modalities in the lab enabling the user to control and manipulate, in full HD, up to 4 sources at the same time.

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Details

The Azurion FlexSpot is an integrated user-centric workplace that gives you seamless access to video sources to significantly reduce clutter and simplify workflow. Team members can perform different tasks separately, without interrupting each other, to reduce gaps between cases. While fluoroscopy/exposure is being done, you can review previous images from the same or a different patient, prepare for the next exam or finish reporting on another patient. With ProcedureCards it's possible to set up custom screen layouts for every procedure and/or clinical user. The workplace enables full flexibility of screen layouts (live resize, drag and drop) and Video integration of 3rd party applications with a full HD display for an optimized control room.

1.19 **2nd FlexSpot secondary monitor** 1
Article No. NCVD494

Details

A 27-inch monitor connected to the second FlexSpot capable of displaying up to 4 video sources at the same time. Controlled by the same mouse and keyboard as the FlexSpot.

1.20 **optional ref monoplane** 1
Article No. NCVD061

Additional Ref2 and Ref3 viewport

Key benefits
• Easily display any data or clinical information needed to work efficiently

Simplify workflow with flexible viewing control
Having patient data and clinical information easily available on screen can enhance decision making and efficiency during interventions. Optional ref monoplane offers an additional video output of the X-ray system offering an additional Ref2 and Ref3 viewport on one LCD monitor.
Combined with the Dual Fluoro license this enables users to zoom live images during acquisition, while having the Dual Fluoro image visible on the Ref3 viewport.

1.21 **Extension to FlexVision Pro** 1
Article No. NCVD064

Introduction

With FlexVision Pro license the user can control the monitor and video sources on displayed on the FlexVision through a wireless mouse as well as virtual keyboard and touchpad on the touch screen module (TSM) in the Examination Room. An operator can resize images and adjust the screen layout during the procedure without going into configuration.

Key Benefits

- Define and manage the layout of the preset and alter the displayed content

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- Display a downscaled version of the FlexVision content in a new monitor
- Captured screenshots with a single click
- Live resize the video window and adjust the screen layout during the procedure without going into configuration
- Operate all the video sources displayed on the monitor using the wireless mouse at tableside

Includes

- Mouse and keyboard function on the touch screen module to control external sources
- Includes the license to downscale FlexVision to a 3rd party full HD monitor

1.22 **Video input WCB outside the MCS** 18
Article No. FCV0985

Key Benefits

- Cable length: 3 m DVI-I to DVI-I cable and 3 m DP to DP cable
- Supported resolutions: up to 1920 x 1200 x 60 Hz (WUXGA)
- Supported features: EDID (Extended Display Identification Data) / DDC2, Hot Plug Detect optionally
- If required, an HDMI-DVI cable can be ordered separately

Details

The wall connection box provides one connection point, DVI or Display Port, to the Azurion system for Ethernet, video, and USB (User Service Bus). It can be installed in the control room, the examination room, and the technical room and is powered by the hospital mains. Once the connection is established it's possible to display a video source on a monitor and control the connected system.

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1.23 **DVD writer** 1
Article No. NCVD097

Key benefits
• Store images and information on DVDs for easy sharing

Store images and information on DVDs for easy sharing
To provide flexible storage options, a DVD writer is available with the Philips X-ray system. Procedural images and information can be stored on DVDs and used for archiving, training and presentations.

Specifications
Export and import of X-ray images and X-ray runs to DVD and/or from DVD

1.24 **Subtracted Bolus Chase** 1
Article No. NCVA694

Helps to visualize vessel structures when blood flow is difficult to estimate.

Key benefits
• Bolus Chase improves results in case of challenging step movements, a mismatch between blood flow and selected program, or lack of real-time image information.

During digital acquisition in non-subtracted mode with uninterrupted real-time image display, the contrast bolus is followed (chased) interactively by a motorized table scan movement using a hanbd-hold speed controller to adapt the speed of the table scan to the contrast flow. With biplane systems, this Bolus Chase is applied with the lateral channel.

Specifications
• Framespeed can be adapted.
• Bolusrun is followed with a maskrun, using the same speed curve and framespeed that was generated during the bolusrun.
• Viewing is possible in the subtracted and non-subtracted mode. If subtracted viewing is not required, the maskrun can be skipped.
• Subtracted Bolus Chase gives fast, accurate results high patient throughput and efficient patient management.
• Automated exposure control and precise speed control generate high quality images and excellent subtraction cases.

1.25 **FD Rotational Angio** 1
Article No. NCVA695

Realtime 3D impressions of complex vasculature

Key benefits
• Use 3D imaging to quickly determine the projection angle for treatment in complex vascular interventions, surgery and radiotherapy
• Supports assessment of vascular pathologies for diagnostic and therapeutic decisions.

Revealing hidden structures
The complexity of interventional procedures lies in the fact that every person's pathology is unique. Visualization in three dimensions is therefore vital to aid decision making by the clinician. Rotational angiography provides real-time 3D impressions of complex vasculature and the coronary artery tree. Rotational Angio can be used to quickly determine the projection angle for treatment.

Specifications
Rotational Angio acquires multiple projections with just one contrast injection via a fast rotational scan of the region of interest. A rotational scan is possible both with the X-ray systems in the side position (ceiling mounted systems) and in the head position, providing the flexibility to perform procedures virtually from head to toe.
C-arm in side position:
Max. rotation Speed: 30 degrees/s
Max. rotation Angle: 180 degrees
C-arm in head position:
Max. rotation Speed: 55 degrees/s
Max. rotation Angle: 240 degrees
Max. Frame speeds are given by the frame speed specifications of the system configuration.
The very high movement speed allows using less contrast, whereas the very wide rotation range provides a complete evaluation of the anatomy.

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A contrast run can be followed up with a mask run, to allow image/run subtraction.
The stand is designed for a very high mechanical stability. It offers precise positioning and high reproducibility, assuring you of high quality images and excellent subtraction studies. Rotational Angio results are available on the X-ray system.
Operation of Rotational Angiography is straight forward: the procedure is selected, set up and executed virtually in a matter of seconds, supporting high patient throughput.
A set of dedicated acquisition programs is available on the touch screen module and can be selected at the touch of a button. The Rotational Angio is controlled from the exposure hand- or footswitch.

1.26 **SmartMask Monoplane** 1
Article No. NCVD072

Key benefits
• Simplifies roadmap procedures by overlaying fluoroscopy with a selected acquired image.
• Enables roadmap procedures to manage radiation dose and contrast media by selecting an image from an acquired series as a mask image.

Supports navigation during interventions without the need of additional contrast media.
SmartMask simplifies roadmap procedures by overlaying fluoroscopy with a selected acquired image in the Live X-ray window.

Specifications
The reference image can be faded in/out with variable intensity, controlled from tableside.
SmartMask uses the reference image displayed on the reference monitor. Any previously acquired image can be used as reference. SmartMask facilitates pre- and post- intervention comparisons to assess treatment results.

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1.27 **FD Dual Fluoro monoplane** 1
Article No. NCVD078

An additional fluoro channel in parallel to the standard fluoro channel

Key benefits
• View the subtracted fluoroscopy next to the default non subtracted fluoroscopy
• View a digitally zoomed fluoroscopy image next to the default fluoroscopy image

Second fluoro image to support complex interventions
For complex interventions, it can be useful to view the subtracted fluoroscopy image next to the normal fluoroscopy image. The Dual Fluoro option provides an additional fluoro channel in parallel to the default fluoro channel. The dual fluoro option allows to view live digitally zoomed fluoroscopy next to non-zoomed fluoroscopy.

Specifications
The Dual fluoroscopy mode is selected via the touch screen module.
The trace subtracted fluoro image will be displayed on the live viewport, the non-subtracted fluoro image is displayed on the reference 3 viewport.

In Dual Fluoro mode, the live fluoroscopy image can be zoomed digitally, providing a larger view of the region of interest for complex interventions. The zoomed live fluoroscopy image will be shown on the live viewport, while the entire non zoomed image will be shown on the reference 3 viewport.
The fluoro zoom function is controlled via the touch screen module.

1.28 **CO2 VIEW TRACE** 1
Article No. NCVA258

Software package enabling tracing (stacking) of images acquired with CO2 injections. This function can be used during postprocessing next to view trace of images acquired with CO2 injections.

1.29 **Intercom** 1
Article No. NCVA082

• Enhance communication between exam room and control room

Enhance communication
The remote intercom is used to communicate between the examination and control room. A separate intercom can be connected to the system and placed in the preferred working position in the control room or examination room. The listen function can be selected separately on each intercom. Activating the talk function on a selected intercom automatically disables this function on the other intercom.

1.30 **Wireless footswitch: mono-plane version** 1
Article No. NCVC199

One wireless footswitch in the examination room.

Key benefits
• Reduces clutter around the examination table
• Simplifies preparation and cleanup
• Streamlines workflow in the interventional suite

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

Specifications
• The mono-plane wireless footswitch is a 3 pedal version; one pedal for fluoroscopy, one for exposure and one to control the room light/single shot. The pedals can be configured according customers preferred lay-out.
• The wireless footswitch is working via RF technology and is fully tested and released for medical use. It has an active range up to 10 meters, depending on structures within this range.
• The wireless footswitch has a lithium battery which only needs to be recharged once per week. During recharging the footswitch still can be used and is fully functional. In parallel, a wired footswitch can also be used.

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• The status of the battery is indicated by an LED-indication on the footswitch itself, so that the user can decide when the footswitch needs to be recharged.
• The wireless footswitch has high water ingress protection standard (IPX8), it can easily be cleaned in water.
The wireless footswitch has an on/off switch. It can be switched off when not in use. When the footswitch is active, but not in use, it will go into a sleep-mode. It will be re-activated when touched or when one of the pedals is pressed.

1.31 **Touch Screen Module Pro** 1
Article No. NCVD081

Extension of Touch Screen Module for easy control of X-Ray images at table site

Key benefits
- Imaging parameters can be quickly and easily adjusted at tableside
- Clinical image are shown to support easy navigation. Collimate on the clinical image with one finger. Pinch, zoom, pan and flag images for processing. Position shutters and wedges by simply swiping the image on screen.
- All X-ray settings can be easily adjusted to help you effectively manage patient and staff dose

Enhance image navigation on the touch screen module
This option extends the functionality of the touch screen module, allowing live X-ray images and source images from reference monitors to be displayed on the touch screen module. Shutters and wedges can also be easily positioned with a fingertip by simply dragging them into position. A pointer is also available on screen to improve communication in and between the exam room and control room.

Specifications
- enhance image navigation on the TSM
- intuitive control of shutters and wedges by simply dragging the lines shown on top of the image
- provides intuitive zooming an panning functionality (also during fluoroscopy)
- turns the touchscreen into the pointing device in order to improve communication in ER/CR: when activated the pointer is shown on corresponding monitor
!!! Note: Touchpad and Keyboard control from the TSM is NOT part of this option but 'FlexVision Pro' option.
!!! Note: Images shown on the TSM are not meant for diagnostic purposes (image is downscaled, compressed and latency during live/replay maybe higher than on the live monitor)

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1.32 **Premium Tilt & Cradle Table (Pivot, Tilt, Cradle, APC, Volcano)** 1
Article No. NCVD612

Introduction

The Azurion premium tilt & cradle patient table is designed to support a full range of applications, including gravity oriented and puncture procedures. It enables automated patient positioning, clinical flexibility, and enhanced patient comfort. It is also ready to support IVUS and physiology imaging at table side.

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Key Benefits

- Remarkably high patient load ability, while enabling effortless table panning
- Allows for emergency CPR in any table position
- Support precise imaging and improve access to patients for gravity oriented and puncture procedures at required angle with isocentric tilt and cradle-tilt functionality
- Save time and manage X-ray dose with automatic positioning
- Prepared for IVUS and physiology integration at table side with a Philips IntraSight system

Details

The Azurion premium tilt & cradle table is a dedicated patient table supporting a full range of procedures. The feather-light free floating table top has a remarkably high patient load ability, whilst enabling effortless table panning. It allows for emergency cardiopulmonary resuscitation (CPR) in any table position.

Simplify transradial access, upper extremity angiography and patient transfer with the pivot feature. One finger push-to-pivot allows effortless positioning. A secure mechanism locks the table top in place, makes it even easier to transfer patients.

The integrated isocentric tilt and cradle functionality supports precise imaging during gravity oriented or puncture procedures at the required angle, and enables enhanced patient comfort. While tilting the table, the c-arm automatically adapts to keep the region of interest in the isocenter. Cradling allows the tabletop to roll from side to side, to improve patient access and positioning.

The full system Automatic Position Control (APC) provides an easy way to recall and store stand and table positions,to help manage x-ray dose and improve efficiency. The integrated tabletop brake kit also prevents the tabletop from floating when power goes off.

The table comes with the required cabling pre-installed to connect a Philips IntraSight system that allows for easy control of your IVUS and physiology imaging at table side. The cabling is neatly routed through the table base supporting a clean work environment.

Specifications

Patient table			
Table height (min./max.)	79 -106 cm (31.07 inch - 41.68 inch)	**Tabletop length (incl. OR rail)**	319 cm (125.6 inch)
Tabletop width	50 cm (19.7 inch)	**Max. table load**	275 kg (606 lbs) + 500 N additional force max. tabletop extension in case of CPR
Max. patient weight	250 kg (551 lbs)	**Table up/down the speed**	30 mm/s (1.2 inch/s)
Pivot range	-90°/+180° or -180°/+90°	**Detent positions for pivot movement**	0°, 13°, 90° and 180° or -180° (+/- 0.5°)
Tilt range	-17° (head down) to +17° (head up) with tilt speed of 2 degrees/s	**Cradle range**	-15° to + 15°

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Includes

The Azurion premium tilt & cradle patient table includes: Pivot, Tilt, Cradle, Full-system auto-position control (APC), Prep table for IntraSight.

The patient table is delivered with the following accessories: a patient mattress, patient straps, drip stand, OP rail accessory clamps, cable holders (15 pieces) and a set of arm supports.

Additional Information

The Azurion premium tilt & cradle patient table can be enhanced with the Prepared for table mount injector option and subtracted bolus chase option.

The table height range can change due to other options. If altered specifications apply, this will be listed in the respective option article.

1.33 **Peripheral X-ray filter** 1
Article No. NCVA101

• Obtain uniform density of lower peripheral areas

Enhance consistency of lower peripheral images
To help clinicians obtain consistent images of lower peripheral anatomy, this option provides a set of flexible X-ray filters. They provide uniform density in angiographic examinations of the lower peripheral area.

1.34 **SmartCT Angio** 1
Article No. NCVC846

NCVC846 SmartCT Angio

SmartCT Angio offers a 3D Rotational Angiography (3D RA) acquisition technique augmented with step-by-step guidance, advanced 3D visualization and measurement tools all accessible on the touch screen module at table side. To support you perform a fast and first-time-right* 3D-RA acquisition and streamline your workflow, you are guided though 4 key steps.
1- Room setup
2- Proper 3D protocol with corresponding suggested injection protocol (when applicable)
3- Collision free Zero dose table iso-centring
4- When to press and release the acquisition button

Once the 3D rotational scan is successfully performed, the acquired 3D image is automatically displayed in the SmartCT 3D visualization tools with the adequate rendering settings and the 3D measurement tools tailored for the selected 3D protocol.

Key Benefits
• Provides 3D imaging in the interventional suite to enhance decision making and guidance
• Supports accurate assessment of vascular pathologies by providing high-resolution 3D reconstructions of small vessels and lesions

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• Enhances understanding of vascular anatomy for interventional treatment planning and procedural outcome verification.

Enhancing 3D functionality
Visualizing the complex spatial relationship between critical and branching vessels often involves several sequential 2D (DSA) acquisitions and radiation dose for the patient. SmartCT Angio offers a 3D-RA (3D Rotational Angiography) acquisition protocol that provides extensive 3D visualization of anatomy and vessels based on a single contrast-enhanced rotational angiogram. Its high-resolution 3D reconstructions provide critical information about depth and the relationship of one vessel to another to support the accurate assessment of anatomy and vasculature.

With SmartCT Angio, complex anatomy such as aneurysms, complex anatomy, or tortuous vessel structures can be assessed in three dimensions. This enhances the chances of delineating the neck of aneurysms, for example, and its shape and relationship to adjacent arteries. It also enhances the assessment of complex congenital heart disease anatomy and its relationship to adjacent structures.

Combined with the unique whole body coverage of the X-ray system, specifically designed for 3D imaging, SmartCT Angio can cover cerebral, abdominal, cardiac, and peripheral vasculature as well as other anatomy.

Specifications
4 step Guidance.

1. Room setup
2. Proper 3D protocol with corresponding suggestion of injection protocol (when applicable)
3. Collision free Zero dose table iso-centring
4. When to press and release the acquisition button

Image Acquisition
Image acquisition is performed with the Rotational Angiography feature of the X-ray system with the flexibility to position the C-arm in either head or side (not F12) position.
C-arm in head position: scan range of 240 degrees with a rotation speed up to 55 degrees/sec.
C-arm in side position: scan range of 180 degrees with a rotation speed up to 30 degrees/sec.

3D Vessel Reconstruction
The rotational run is automatically transferred and displayed as a 3D vessel model: with the Real-Time digital link (option) 125 images are reconstructed into a 3-dimensional model within seconds.
Additional reconstructions, using the Reconstructive Zooming Technique, can be performed as well.

Workflow
Step by step acquisition guidance
Automated 3D-RA process from 3D acquisition to 3D Viewing,
3D at touch screen module,
3D Automatic Position Control (3D-APC),
3D Follow C-arc.

Calibration
3D-RA calibrations are performed by Philips Customer Support.
3D-RA calibration data are stable over at least 6 months' time.

Viewing
Real Time user interface.

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Philips' CRM (Contrast Resolution Management) Technology.
Image rendering:
Volume/Surface Rendering,
MIP,
Average
Gradient rendering,
MPR (Multi-Planar Reformatting),
unlimited distance measurements calculated in the same volume, including "Quick measurement".
Volume calculation
Lesion segmentation,
Annotation,
Reconstructive Zooming Technique,
Subtraction of reconstructed volumes,
Set grey values WW/WL,
Store/Recall of user defined projections.

Archiving
Transfer to:
Optional Hard Copy unit (DICOM Print),
DICOM compatible device, supported are DICOM XA, DICOM SC, DICOM CT and DICOM 3D,
Any PC in a standard PC compatible format (JPEG, AVI),
One or multiple DVD's, CD-ROM(s),
USB device.

*Evaluated with clinical users in a simulated lab environment with a total of 17 teams consisting of a physician and a radio-tech, with different levels of experience

1.35 **SmartCT Roadmap** 1
Article No. NCVC847

NCVC847 SmartCT Roadmap

SmartCT Roadmap facilitates complex interventions by providing live 3D image guidance that can be segmented to emphasize the targeted vessel and lesions, supporting fast and accurate treatment planning. All controlled via the touch screen module at the table. The SmartCT Roadmap overlays a 3D reconstruction of the vessel tree, acquired with a SmartCT 3D acquisition mode (3D RA or CBCT) on your interventional X-ray system, with live fluoro images. Previous projection positions, including the gantry position, table position and field of view, can be easily recalled at the press of a button on the touch screen module to save time. To enhance visibility for different guidewires and anatomy, you can choose your preferred 3D rendering mode, adapt its transparency and contrast, and display the vessel path, segmentation, markings and measurements of the 3D volume on the SmartCT Roadmap.

Key benefits
• Provides full 3D view to enhance navigation of guide wire, catheter, or other devices through complex vascular structures
• Helps to overcome the limitations of 2D roadmaps in visualizing overlapping vessels
• Offers a high level of precision thanks to real-time compensation for gantry, table, and small patient movements
• Accessible via the touch screen module to enhance efficiency during procedures

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• Perform a 3D-RA scan without leaving the exam room

Live 3D image guidance
Diagnosing and treating vascular diseases without a clear picture of the relationships between overlapping vessels is a daily challenge for interventionists. SmartCT Roadmap was developed to overcome the inherent limitations of 2D versus 3D in visualizing overlapping vessels and therefore eliminate the need to perform multiple 2D(DSA) runs. 3D Roadmap provides a 3D real-time roadmap that overcomes this challenge by providing dynamic 3D guidance for navigating through vascular structures anywhere in the body.

Specifications
SmartCT Roadmap is based on the visualization of the vessel tree from a SmartCT 3D acquisitions (3D RA, CBCT) activated with one touch of a button on the touch screen module at tableside.

Viewing:
Table side control: bidirectional link between the X-ray system and 3D Roadmap,
3D Automatic Position Control,
3D Follow C-arc,
The 3D roadmap provides the freedom to change:
The angulation of the C-arc,
The rotation of the C-arc,
The Field of View,
The Source to Image Distance,
Landmarking,
Overlay opacity,
WW/WL settings,
Store and review runs,
Store snapshots and movies.Transfer/ export to:
Optional Hard Copy unit (DICOM Print)
DICOM compatible device, supported are DICOM XA, DICOM SC, DICOM CT and DICOM 3D
Any PC in a standard PC compatible format (JPEG,AVI)
One or multiple DVD's, CD-ROM(s)
USB device.

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1.36 **SmartCT SoftTissue** 1
Article No. NCVC848

Introduction

SmartCT Soft Tissue offers a Cone Beam CT (CBCT) acquisition technique augmented with step-by-step guidance, advanced 3D visualization, and measurement tools all accessible on the touch screen module at the table side.

Key Benefits

- Aids in assessment of soft tissue, bone structure, contrast filled vessels and stent deployment
- Fast reconstructions support fast decisions during procedures
- Dual Phase acquisitions allow visualization of arterial and post-arterial contrast enhanced images to support the visualization of the vasculature of interest and the enhancing tissue

Details

One of the challenges during interventional procedures is to treat the region of interest without affecting surrounding healthy tissue. SmartCT Soft Tissue provides high-resolution, high-contrast images within seconds to assess soft tissue, bone structure, contrast-filled vessels, and stent deployment before, during, and after interventions.
To support you perform a fast and first-time-right* CBCT image you are guided in 4 key steps:
1. Room setup
2. Proper 3D protocol with corresponding suggested injection protocol (when applicable)
3. Visual feedback on the field of view for a collision-free table iso-centering with the possibility to use a required image for zero-dose iso-centering
4. Visual support on when to press and release the acquisition button

Once the CBCT scan is successfully performed, the acquired 3D image is automatically displayed in the SmartCT 3D visualization tool with adequate rendering settings and the 3D measurement tools tailored for the selected 3D protocol.

Features

CBCT volume viewing packages

Viewing packages

The CBCT volume can be viewed in the control room and the examination room on both the FlexVision, touch screen module and the mouse at tableside. The viewing package comprises:
- 3D volume viewing in any desired orientation- Slice viewing in any desired orientation
- Slice viewing at any slice thickness with a minimum of 0.125 mm
- Unlimited distance measurements calculated in the same volume, including the "Quick measurement" feature
- Unique high-resolution reconstructive zoom technique
- Graphical display of stand position including rotation and angulation parameters
- Contrast and brightness control
- Contrast resolution 5-10 Hu
- Spatial resolution of the initial reconstruction10 lp/mm
- Contrast range 1000 to 2000 Hu
- High-resolution imaging mode produces 512x512x512 volume-rendered reconstructions

Additional viewing options

The CBCT volume can be matched with (when additional options are available) 3D-RA (3D Rotational Angiography) and pre-acquired CT, PET/CT or MR volumes. This view allows combining multiple images from different modalities to provide additional anatomical insight. This multimodality volume can be viewed with the following functionalities:
- Registration of the two volumes from the same patient
- The resulting volume can be viewed with complete 3D-RA viewing functionality
- The CBCT slice can be overlaid onto the 3D vessel for better assessment of the ROI
- Three different contrast rendering options to allow viewing of the 3D vessel in the soft tissue structure
- 128x128x128, 256x256x256, 384x384x384, and 512x512x512 volumes
- Movie clip recording functionality (AVI) to capture dynamic views
- 3D automatic position control at tableside
- 3D follow C-arc at tableside

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- CBCT data and 3D-RA with Dual View (provided by XperCT Dual) overlay are stored in the same patient file as all other patient-related data

SmartCT SoftTissue protocols

Protocols

SmartCT Soft Tissue protocols are available for brain, thoracic, abdominal, and pelvic imaging to support the treatment of patients with vascular diseases, cancer, or trauma. Furthermore, 3D brain imaging in stroke patients enables the detection of early ischemic changes and the identification of bleeding. All protocols can be selected at the tableside via the touch screen module.
- Up to 60 frames/sec without ClarityIQ and up to 50 frames/sec with ClarityIQ
- The frame rate extension to 60 frames/sec is included in the protocol
- Fast abdominal protocols with 5 to 8 seconds acquisition times for the X-ray system, thereby minimizing respiratory artifacts
- Automatic display of the CBCT volume within 8 to 15 seconds after acquisition. No user interaction is required

Dual Phase

The Dual Phase dual view functionality provided by XperCT Dual allows the simultaneous visualization of two 3D datasets acquired at different times of the procedure such as the arterial and post-arterial contrast enhancement in oncologic liver imaging. In this functionality, it is possible to segment multiple lesions at the same time in the viewed datasets.

CBCT acquisition using open trajectory

SmartCT Soft Tissue offers the possibility to acquire a CBCT using an open trajectory with start and stop positions of +55 to -185 respectively. This protocol opens the arc to the left side of the patient allowing for a wider translation of the angiographic table towards this direction; thereby shifting the isocenter of the C-arm to the right lateral side of the patient. This enables visualizing off-centered regions of interest (such as the periphery of the liver) in a single sweep.

CBCT data export

Data export

- Any optional DICOM compatible device (e.g. PACS/Printer), supported are DICOM XA, DICOM SC, DICOM CT, and DICOM 3D
- Support archive on one or multiple DVDs, and CD-ROMs
- Image transfer to a standard PC-compatible format (JPEG, AVI)
- Store a subset of exportable objects (snapshots and AVI Movies) to a USB device

Additional Information

*Evaluated with clinical users in a simulated lab environment with a total of 17 teams consisting of a physician and a radio-tech, with different levels of experience.

SmartCT is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR)

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1.37 **SmartCT Artifact Reduction** 1
Article No. NCVC851

NCVC851 SmartCT Artifact Reduction

SmartCT Artifact Reduction offers the possibility to reduce the artifacts caused by metal presence in the vicinity of the region of interest.
When abdominal CBCT runs are selected a Body Mass Index noise reduction is offered.

1.38 **SmartCT Vessel Analysis** 1
Article No. NCVC852

NCVC852 SmartCT Vessel Analysis

SmartCT Vessel Analysis allows easy inspection of the vessel and device positioning with straightened, curved and cross-section reformats to support treatment planning. The curved MPR view allows you to see the whole vessel segment on one plane. The straightened reformat view of the vessel segment, where the curvature is extracted from the vessel, while preserving the longitudinal and angular position, contains a graph showing the vessel diameter along the segment. The straightened cross-section view displays an indication of the minimum and maximum diameters at the pointer location as you move it over the curved, reformat or straightened reformat view. You can choose your preferred rendering to enhance visibility of guidewires and the stretched vessel view allows you to measure the diameter of the vessel/lumen and the length of the segment/stenosis at three locations. Ring landmarks can be used to mark feeder vessels to aid navigation.

1.39 **VesselNavigator** 1
Article No. NCVC465

Introduction

VesselNavigator allows reuse of 3D vascular anatomical information from existing CTA and MRA datasets as a 3D roadmap overlay on a live X-ray image.

Key Benefits

- Supports navigation through complex vessel structures
- Reusing a pre-acquired CTA or MRA reduces the need for contrast enhanced runs
- Philips CTA Image Fusion Guidance may lead to shorter procedure times
- Intuitive and easy to use by providing step-by-step workflow guidance
- VesselNavigator is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR)

Details

Vessel Navigator essential components are: - 3D roadmap navigation with a personalized visualization of a CT or MR overlay of the selected vasculature on live fluoro; - Both 2D and 3D registration for CT or MR image fusion, allowing to choose the registration method for the user's workflow; - Easy, intuitive four step workflow, with one click vessel segmentation; - Ring markers to easily indicate the ostia and landing zones.

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VesselNavigator provides the following functions: - One click vessel segmentation; - 3D landmarks, - Plan angles, - 2D registration; - 3D registration; - Live image guidance; Real-time overlay of the 3D Vessel segmentation on the live 2D X-ray images from the Philips Azurion X-ray system of the same anatomy; - Table tracking; - Table side control.

VesselNavigator movies and snapshots can be stored/archived on: - A PACS systems as DICOM Secondary Capture images or movies; - USB device; - One or multiple DVD's, CD-ROM(s) for easy archiving; - Hard copy via the (DICOM Print) protocol.

Includes

Reduce your need for contrast medium When delicately navigating a guidewire or inserting a stent in challenging endovasculature, seeing the full perspective of anatomy is crucial. Using X-ray and contrast medium efficiently is also very important, especially for vulnerable patients. VesselNavigator allows reuse of 3D vascular anatomical information from existing CTA and MRA datasets as a 3D roadmap overlay on a live X-ray image. With its excellent visualization, VesselNavigator provides an intuitive and continuous 3D roadmap to guide you through vasculature during the entire procedure. This reduces the need for a contrast enhanced run to create a conventional roadmap. Unlike 2D angiography images which can be limited by vessel superpositioning or foreshortening, VesselNavigator provides three dimensional views of vasculature that allow you to easily define the right projection angle2 for navigation and stent placement. With the use of ring markers you can easily indicate the ostia and landing zones.

1.40 **IW Hardware (FlexSpot)** 1
Article No. NCVD177

Introduction

Hardware for the 3D interventional tools combined with FlexSpot.

Key Benefits

- Facilitates multimodality viewing in exam room and control room
- Supports DICOM compatible data from CT and MR imaging modalities
- Provides real-time access to images to support fast results

Details

Conditionally: FD Calibration Tool Kit for 3D-RA

Interventional Workspot is a Medical Device as defined in Regulation (EU) 2017/745 (EU-MDR)Key benefits:

Includes

View multimodality images in exam room and control room: Images from a variety of sources are being increasingly used during interventions for a variety of Live Image Guidance tools. The Interventional Hardware option provides the hardware for our interventional tools that enables DICOM compatible data from other imaging modalities to be imported and viewed in the exam room and control room. To

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support fast results, a real-time digital image link is provided between the Interventional Hardware workstation and the X-ray system.

Specifications: The Interventional hardware is the hardware for the 3D interventional tools that included Real Time Link. It enables import and viewing of DICOM compatible data from other imaging modalities. The Interventional Hardware comprises at least: - Computer Workstation; - Internal/external CD-ROM / DVD writer; - Mouse tablet to interact with all the interventional tools at the table side.

1.41 **Remote Service IGT**
Article No. 722240

Details

Configured offering

1.42 **Cabinet Rear Cover** 1
Article No. 459801079651

Cabinet Rear Cover

1.43 **Cabinet Rear Cover Deep** 2
Article No. 459801613311

Introduction

The Cabinet Rear Cover Deep is part of the Azurion technical cabinets and, depending on country of delivery, can be delivered before the actual system delivery to support a more efficient installation process.

1.44 **Patient table adaptation plate** 1
Article No. 989600213943

Introduction

The patient table adaptation plate is designed to simplify the installation process of the Azurion patient table. As the adaptation plate can be installed on top of the room floor, it is not necessary to carry out extensive floor construction works, which is usually required in case the floorplate is embedded into the floor.

Details

This option increases the minimum table height, specified in the default configuration, by 3cm (1.2 inch).

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Includes

The patient table adaptation plate is backwards compatible. This means that a new Philips Azurion patient table can be mounted on top of an existing floorplate of predecessor tables, which were used in the previous Philips Allura platform (AD5 patient table).

Line	Description	Qty
2	**INTRASIGHT** **Article No. 797403** INTRASIGHT	
2.1	**IntraSight 5** **Article No. NNAW510** **IntraSight 5** IntraSight 5 is a scalable, applications-based platform designed to meet the evolving needs of your lab. This platform provides best-in-class physiology and imaging tools.In addition to providing these leading technologies, the IntraSight platform also optimizes lab performance with efficient data management and user controls, remote service diagnostics, and advanced cybersecurity protection while minimizing the learning curve with a modern, intuitive interface that is fast to learn & easy to use. IntraSight interventional applications platform.Includes IntraSight CPU, CPU Base, Operator's Manual, Power Transformer, Cable Pre-Install Kit, Power Supply, Connection Box, Mouse, Keyboard, 19"Monitor Kit, DICOM Network Connection. Imaging (IVUS) License.Includes IntraSight IVUS Software package: Digital (requires PIM hardware, included), Rotational (requires SpinVision/PIMr, hardware optional), and ChromaFlo IVUS. Digital PIM. Includes PIM, Cabling and PIM holder. Physiology (iFR/FFR) License (requires FM-PIM hardware, included).Includes IntraSight Physiology Software Package: iFR Hyperemia Free Lesion Assessment Modality, FFR Modality, iFR Option Manual FFR 2.5. M-PIM. Cabling, FM-PIM holder, and FM-PIM to Verrata Wire Adapter. Touch Screen Module (TSM).Table side touch screen controller and articulating bedrail mount.	1

Line	Description	Qty
3	**Room deinstall** **Article No. SP00211**	1

Line	Description	Qty
4	**Trade In**: **Allura Xper FD20** **Article No. SP00410_RE** Serial number: 1085	1

Line	Description	Qty
5	**CS Clinical Education IXR** **Article No. 100263**	

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Details

Configured offering

5.1	**Azurion FlexArm Essentials Virtual Trng.** **Article No. 989801256820**	2

Philips will provide an enrollment key for one (1) Cardiovascular Technologist, Registered Technologist, Registered Nurse, or other system operators as selected by customer. This virtual offering is approximately 8 hours in length and may be spanned over multiple days. This modular training approach is broken out by topic with multiple Q&A sessions to address questions. This virtual offering is an excellent choice for customers who choose not to travel or have not purchased travel packages. This course consists of virtual instructor led training on a fully-operational Philips Azurion 7 Series with FlexArm system with imaging performed on phantoms. The course topics covered include, but are not limited to: procedure workflow, such as patient scheduling, and development of procedure cards, image acquisition, post-processing, study archiving, bolus chase, and rotational angiography and system customizations. CEU credits may be available for each participant that meets the guidelines provided by Philips. Please refer to guidelines for more information.

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

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5. Local Sales Terms and Conditions

Line	Product Code	Contract Name	Contract No.	Invoice Schedule
1	722234 Azurion 7 M20	Vizient Supply LLC XR0703	XR0703	0/80/20
2	797403 INTRASIGHT	Vizient Supply LLC XR0703	XR0703	0/80/20
3	SP00211 Room deinstall	NONE	NONE	0/80/20
4	SP00410_RE Trade In: Allura Xper FD20	NONE	NONE	0/80/20
5	100263 CS Clinical Education IXR	Vizient Supply LLC XR0703	XR0703	0/80/20

Payment Terms US: Net 30 Days

INCO Terms: Carriage and Insurance Paid To Destination

This is a cash price quote, which includes ACH, check, and wire transfer. Any other form of payment will result in different price, which may be higher.

Billing Terms: Are as displayed under the Invoice Schedule table above. For each item, X/Y/Z milestones are defined as follows (unless an Agreement specifying alternative payment terms has been negotiated between the parties):

X is the percentage invoiced upon signed acceptance of quotation or upon receipt of Customer Purchase Order
Y is the percentage invoiced upon delivery of major components to Customer designated location or Philips warehouse.
Z is the percentage invoiced upon completion of installation or product available for first patient use, whichever occurs first.

If DEMO Equipment is included in this quotation it is sold under the Contact No. Contract Name/Contract Number ("Contract") of the products/solution included in this quotation.

All amounts in this quote are in USD

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6. Signature Page

Invoice to:
New Liberty Hospital District
2525 Glenn Hendren Dr
Liberty, MO 64068-9625

	Total Net Price
Total Net Price	$ 1,701,245.73

Acceptance by Parties

Each Quotation solution is issued pursuant to and will reference a specific Contract Name/Contract Number ("Contract") representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. Philips Standard Terms and Conditions for Value Added Services (VAS) and Connected Care Warranty is located at http://www.usa.philips.com/healthcare/about/terms-conditions . Any PO for the items herein will be accepted subject to the terms of that Contract. If no Contract is shown, Philips Terms and Conditions of Sale including applicable product warranty or Philips Terms of Service ("Philips Terms") located in the Philips Standard Terms and Conditions of the quotation shall solely apply to the quoted solution. **Issuance by customer of a non-contingent signed purchase order(s) referencing the quote and master agreement (as applicable) expressly represents customer's acceptance of the quotation and the associated terms in lieu of the customer signature on this quotation**. Each equipment system and/or service 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. This quotation contains confidential and proprietary information of Philips Healthcare, a division of Philips North America LLC ("Philips") and is intended for use only by the customer whose name appears on this quotation. Except as otherwise required by state or federal law after strict compliance with any applicable notification and procedural requirements therein, it may not be disclosed to third parties without the prior written consent of Philips. This quotation provides contract agreement discounts and does not reflect rebates that may be earned by Customer, under separate written rebate agreements, from cumulative volume purchases beyond the individual quantity being ordered under this quote. Customer is reminded that rebates constitute discounts under government laws which are reportable by Customers.

The price above does not include sales tax.

Please fill in the below if applicable:

1. Tax Status: Taxable _____ Tax Exempt _____
   If Exempt, please indicate the Exemption Certification Number: _____, and attach a copy of the certificate.
2. Requested equipment delivery date _____
3. If you do not issue formal purchase orders indicate by initialing here: _____
4. For Recurring Maintenance Service & Support Agreements with New Equipment Purchases: Our facility does issue formal purchase orders; however, due to our business/system limitation, we cannot issue a formal purchase order for the service agreement until 90 days prior to standard warranty expiration. Our facility agrees to submit the service agreement purchase order at such time. Initialed: _____

CUSTOMER SIGNATURE
by its authorized representative

Signature: _____
Print Name: _____
Title: _____
Date: _____

PHILIPS SIGNATURE
by its authorized representative

Signature: _____
Print Name: _____
Title: _____
Date: _____

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7. Philips Standard Terms and Conditions

GENERAL TERMS AND CONDITIONS OF SALE AND SOFTWARE LICENSE ("Conditions of Sale") (Rev 24)

1. Initial Provisions.

1.1 The Products (equipment, service, and software) offered on the quotation ("Quotation") by the Philips legal entity identified thereon are subject to these Conditions of Sale.

1.2 The purchase prices set out on the Quotation excludes all taxes. All taxes on the Products will be borne by Customer unless Customer provides a tax exemption certification reasonably in advance of the date the Order is invoiced; otherwise, Philips will invoice Customer for those taxes and Customer shall pay those taxes in accordance with the terms of the invoice.

2. Quotation, Order, and Payment.

2.1 Any Quotation on the Products will be open for acceptance within the period indicated therein and may be amended or revoked by Philips prior to Customer's acceptance. Any purchase orders shall be subject to Philips' confirmation. Any terms and conditions set forth on Customer's purchase order or otherwise issued by Customer shall not apply to the Products.

2.2 The prices and payment terms are set out on the Quotation. Orders are subject to Philips' ongoing credit review and approval.

2.3 Interest will apply to any late payments. Customer shall pay interest on any overdue amount not actively disputed paid at the annual rate of twelve percent (12%) which may be billed monthly. If Customer fails to pay any amounts due or breaches these Conditions of Sale, Philips will be entitled to suspend the performance of its obligations and deduct the unpaid amount from any amounts otherwise owed to Customer by Philips, in addition to any other rights or remedies available to Philips. Philips shall be entitled to recover all costs and expenses, including reasonable attorneys' fees related to the enforcement of its rights or remedies.

2.4 Customer has no right to cancel an order unless such cancellation right is granted to Customer by mandatory law.

2.4.1 If Customer cancels the order prior to the order being sent to the factory for manufacturing, then Customer shall pay fifteen percent (15%) of the net selling price of the Product(s).

2.4.2 If Customer cancels the order after the order is sent to the factory for manufacturing, then Customer shall pay the full net selling price of the Product(s).

2.4.3 If Customer has not taken delivery for each Product contained in Quotation and Customer's purchase order (or in-lieu of purchase order) within twenty-four (24) months from Philips' receipt of Customer's purchase order (or in-lieu of purchase order) then the Product shall be deemed cancelled. In such event, if the order is deemed cancelled prior to being sent to the factory for manufacturing, then the requirements under Section 2.4.1 apply; if the order is deemed cancelled after being sent to the factory for manufacturing, then the requirements under Section 2.4.2 apply.

2.5 Philips may make partial or early shipments and Customer will pay each invoice based on the date of invoice for each Product in accordance with the payment terms set forth in the Quotation.

2.6 Payments may be made by check, ACH, or wire. Philips does not accept transactions for any electronic fund transfers or any other payment method. Philips imposes a surcharge on credit cards of two percent (2%), which not greater than its cost of acceptance. All check payments over $50,000 USD must be paid via eCheck or via Philips prepaid FedEx account with tracking to secure against fraud and misappropriation.

3. Philips Security Interest until Full Payment.

3.1 Philips is entitled to retain a security interest in the Products until Philips receives full payment.

4. Technical changes.

4.1 Philips shall be entitled to make changes to the design or specifications of the Products at any time, provided such change does not adversely affect the performance of the Products.

5. Lease and Trade In.

5.1 If Customer desires to convert the purchase of Products to a lease, Customer shall, within ninety (90) days prior to the delivery of the Products, provide all relevant rental documents for review and approval by Philips. Customer is responsible for converting the transaction to a lease and is required to secure the leasing company's approval of these Conditions of Sale. No product will be delivered to Customer until Philips has received copies of the fully executed lease documents and has approved the same. For any lease, if the lease does not fund then:

5.1.1 Customer guarantees the payment of all monies due or that may become due under these Conditions of Sale;

5.1.2 Philips may convert the lease back to a purchase and invoice Customer; accordingly, and

5.1.3 Customer will pay all such invoiced amounts per the invoice terms. In the event that there are multiple Products on one Quotation, the Product with the longest period for conversion of the transaction to a lease shall prevail.

5.2 Philips may provide a rental agreement at its discretion.

5.3 In the event Customer will be trading-in equipment ("Trade-In"), Customer will provide the following:

5.3.1 Customer undertakes to possess good and marketable title to the Trade-In as of the date of the Quotation and when Philips takes possession of the Trade-in from Customer's site. In the event Customer is in breach of this undertaking, Customer shall not be entitled to keep a trade-in credit for such Trade-In and shall promptly refund Philips such credited amounts upon receipt of an invoice from Philips.

5.3.2 The trade-in value set forth on the Quotation is conditioned upon Customer providing Trade-In no later than the date Philips makes the new Product listed on such Quotation available for first patient use. However, in all cases and notwithstanding the foregoing, Customer shall bear the costs of any reduction in trade-in value arising due to a delay by Customer in connection with equipment delivery, installation, and go-live dates and promptly pay the revised invoice.

5.3.3 In the event Philips receives a Trade-In having a different configuration (including software version) or model number than the Trade-In described on the Quotation, Philips reserves the right to adjust the trade-in value and revise the invoice accordingly, and Customer shall pay such revised invoice promptly upon receipt.

5.3.4 In the event the condition of the trade-in is not in good working order or physically damaged, Customer's trade-in credit may be reduced, in whole or in part by Philips, at Philips' discretion.

5.3.5 Customer undertakes to

5.3.5.1 clean and sanitize all components that may be infected and all biological fluids from the Trade-In;

5.3.5.2 drain any applicable chiller lines and cap any associated plumbing and

5.3.5.3 delete all personal data in the Trade-In. Customer agrees to reimburse Philips for any out-of-pocket costs incurred by Philips arising from Customer's breach of its obligations herein.

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6. Shipment and Delivery Date.

6.1 Philips shall deliver the Products in accordance with the Incoterms set forth on the Quotation. If Philips and Customer agree to any other terms of delivery, additional costs shall be for the account of Customer. Title (subject to Section 3 entitled Philips Security Interest) to any Product (excluding software), and risk of loss shall pass to Customer upon delivery to the shipping carrier. However, Philips shall pay the cost of freight and risk insurance (during transport to destination). Customer shall obtain and pay for insurance covering such risks at destination.

6.2 Philips will make reasonable efforts to meet delivery dates quoted or acknowledged. If Customer causes the delay, any reasonable expenses incurred by Philips will be paid for by Customer, including all storage fees, transportation expenses, and related costs. Customer shall pay the eighty percent (80%) installment payment upon delivery to Customer site or Philips warehouse. For the purposes of clarification, "Delay" in this section shall mean a date later than Customer agreed delivery date identified via confirmation of the delivery date with Customer prior to releasing the Product for production.

7. Installation.

7.1 If Philips has undertaken installation of the Products, Customer shall be responsible for the following at its sole expense and risk:

7.1.1 The provision of adequate and lockable storage for the Products on or near the installation site. Additionally, customers shall consider the manufacturing labeling requirements for environmental and storge conditions. Customer will repair or replace any lost or damaged item during the storage period.

7.1.2 Philips or its (affiliate's) representative shall have access to the installation site without obstacle or hindrance in due time to start the installation work at the scheduled date.

7.1.3 The timely execution and completion of the preparatory works, in conformity with Philips' installation requirements. Customer shall ensure the prepared site shall comply with all safety, electrical, and building codes relevant to the Products and installation thereof.

7.1.4 The proper removal and disposal of any hazardous material at the installation site prior to installation by Philips.

7.1.5 The timely provision of all visa, entry, exit, residence, work, or any other permits and licenses necessary for Philips' or Philips' representatives' personnel and for the import and export of tools, equipment, Products, and materials necessary for the installation works and subsequent testing.

7.1.6 The assistance to Philips or Philips' representative for moving the Products from the entrance of Customer's premises to the installation site. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work.

7.2 If Products are connected to a computer network, Customer shall be responsible for network security, including but not limited to, using secure administrative passwords, installing the latest validated security updates of operating software and web browsers, running a Customer firewall as well as maintaining up-to-date drivers, and validated anti-virus and anti-spyware software. Unauthorized updates, as defined in the Product Schedules, may adversely affect the functionality and performance of the Licensed Software.

7.3 If any of the above conditions are not complied with, Philips or Philips' representative may interrupt the installation and subsequent testing for reasons not attributable to Philips and the parties shall extend the period for completing the installation. Any additional costs shall be for Customer's account and Philips shall have no liability for any damage resulting from or in connection with the delayed installation.

7.4 Philips shall have no liability for the fitness or adequacy of the premises or the utilities available at the premises for installation or storage of the Products.

8. Product Damages and Returns.

8.1 The following shall apply solely to medical consumables:
Customer shall notify Philips in writing substantiating its complaint within ten (10) days from its receipt of the Products. If Philips accepts the claim as valid, Philips shall issue a return authorization notice and Customer shall return the Product. Each returned Product shall be packed in its original packaging.

9. Product Warranty.

9.1 The Product warranties for Philips products sold hereunder are set forth on https://www.usa.philips.com/healthcare/about/terms-conditions. The terms set forth on such webpage are incorporated herein. Customer's signature on the Quotation or issuance of purchase order in connection with the Quotation will be deemed agreement that such terms apply to Customer's purchase.

9.2 In the event a Product warranty is not listed on the webpage referenced above under Section 9.1 for a Product set forth on the Quotation, Sections 9.3-9.10 of these terms and conditions shall apply to the Product.

9.3 Hardware Products. Philips warrants to Customer that the Product shall substantially comply with its product specification on the Quotation and the user documentation accompanying the shipment of such Product for a period of one (1) year from the date of acceptance or first clinical use, whichever occurs first, but under any circumstances, no more than fifteen (15) months from the date of shipment, provided the Product has been subject to proper use and maintenance. Any disposable Product intended for single use supplied by Philips to Customer will be of good quality until the expiration date applicable to such Product.

9.4 Stand-alone Licensed Software Products. Philips warrants that the Stand-alone Licensed Software shall substantially conform to the technical specification for a period of ninety (90) days from the date Philips makes such Stand-alone Licensed Software available to Customer. "Stand-alone Licensed Software" means Licensed Software sold without the contemporaneous purchase of a server for the Licensed Software.

9.5 Service. Philips warrants that all services will be carried out with reasonable care and skill. Philips' sole liability and Customer's sole remedy for breach of this warranty shall be at its option to give credit for or re-perform the services in question. This warranty shall only extend for a period of ninety (90) days after the completion of the services.

9.6 Customer shall only be entitled to make a Product warranty claim if Philips receives written notice of the defect during the warranty period within a reasonable period after Customer discovering such defect and, if required, the Product or the defective parts shall be returned to an address stated by Philips. Such defective parts shall be the property of Philips after their replacement.

9.7 Philips' warranty obligations and Customer's sole remedy for the Product shall be limited, at Philips' option, to the repair or replacement of the Product or any part thereof, in which case the spare parts shall be new or equivalent to new in performance, or to the refund of a pro rata portion of the purchase price paid by Customer solely after a reasonable cure period is given to Philips.

9.8 Philips' warranty obligations shall not apply to any defects resulting from:

9.8.1 improper or unsuitable maintenance, configuration, or calibration by Customer or its agents.

9.8.2 use, operation, modification, or maintenance of the Product not in accordance with the Product specification and the applicable written instructions of Philips or performed prior to the completion of Philips' validation process.

9.8.3 abuse, negligence, accident, or damages (including damage in transit) caused by Customer.

9.8.4 improper site preparation, including corrosion to Product caused by Customer.

9.8.5 any damage to the Product, or any medical data or other data stored, caused by an external source (including viruses or similar software interference) resulting from the connection of the Product to a Customer network, Customer client devices, a third-party product, or use of removable devices.

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9.9 Philips is not responsible for the warranty for the third-party product provided by Philips to Customer and Customer shall make any warranty claims directly with such vendors. However, if Philips, under its license agreement or purchase agreement with such third party, has right to warranties and service solutions, Philips shall make reasonable efforts to extend to Customer the third-party warranty and service solutions for such Products.

9.10 During the term of the warranty and any customer service arrangement, Customer shall provide Philips with a dedicated high-speed broadband internet connection suitable to establish a remote connection to the Products in order for Philips to provide remote servicing of the Products by:

9.10.1 supporting the installation of a Philips-approved router (or a Customer-owned router acceptable for Philips) for connection to the Products and Customer network (such router remains Philips property if provided by Philips and is only provided during the warranty term).

9.10.2 maintaining a secure location for hardware to connect the Products to the Philips Remote Service Data Center (PRSDC).

9.10.3 providing and maintaining a free IP address within the site network to be used to connect the Products to Customer's network.

9.10.4 maintaining the established connection throughout the applicable period.

9.10.5 facilitating the reconnection to Philips in case any temporary disconnection occurs.

9.10.6 If Customer fails to provide the access described in this section and the Product is not connected to the PRSDC (including any temporary disconnection), Customer accepts any related impact on Products availability, additional cost, and speed of resolution.

9.10.7 THE WARRANTIES SET FORTH IN THESE CONDITIONS OF SALE AND QUOTATION ARE THE SOLE WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS, OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. MOREOVER, PHILIPS DOES NOT WARRANT ANY PRODUCT USING THE CLOUD TO BE UNINTERRUPTED OR ERROR FREE.

10. Limitation of Liability.

10.1 THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PRODUCT FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, NEGLIGENCE, UNLAWFUL ACT OR OTHERWISE IN CONNECTION WITH THE PRODUCT IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

10.2 PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPE[illegible]L OR CONSEQUENTIAL DAMAGES AND/OR FOR ANY DAMAGES INCLUDING, LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR[illegible]N CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SALE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WH[illegible]ER T[illegible]CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, AT LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIP[illegible] SUPPLIE[illegible]HALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE PRODUCT.

10.3 THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SALE SHALL ONLY APPLY TO[illegible]E EXTENT ALLOWED[illegible]DER THE APPLICABLE LAW.

10.4 FOR US CUSTOMERS, THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS O[illegible]ABILITY UNDER SECTION[illegible]:

10.4.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR[illegible]ATH TO T[illegible]EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.

10.4.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST[illegible]PAIR PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.

10.4.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROV[illegible]TIENT NOTIFICA[illegible]S, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTE[illegible]ED[illegible]TH INFORMA[illegible]

10.4.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNME[illegible]AGEN[illegible]TING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY, ANY SUCH[illegible]NES OR[illegible]S SHALL CONSTITUTE DIRECT DAMAGES.

11. Infringement of Intellectual Property Rights to the Products.

11.1 Philips will, at its option and expense, defend or settle[illegible]or proceed[illegible]rought against Customer based on any third-party claim that any Product or use thereof for its intended purpose constitutes[illegible]nfring[illegible]ent of any[illegible]ellectual property rights in the country where the Product is delivered by Philips.

11.2 Customer will promptly give Philips written notice o[illegible]ch clai[illegible]the autho[illegible]y, information, and assistance needed to defend such claim. Philips shall have the full and exclusive authority to defend and se[illegible]claim.[illegible]er shall not make any admission that might be prejudicial to Philips and shall not enter a settlement without Philips' prior written con[illegible]

11.3 If the Product is held to constitute infring[illegible]any intell[illegible]al property right and its use by Customer is enjoined, Philips will, at its option and expense, either:

11.3.1 procure for Customer the[illegible]nt to continue[illegible]g the Pr[illegible]ct;

11.3.2 replace it with an equiva[illegible]non-infringing P[illegible]uct;

11.3.3 modify the Product so it be[illegible]es non-infringi[illegible]or

11.3.4 refund to Customer a pro rata[illegible]tion of the P[illegible]ucts' purchase price upon the return of the original Products.

11.4 Philips will have no duty or obligation und[illegible]his Sectio[illegible]1 if the infringement is caused by a Product being:

11.4.1 supplied in accordance with Custo[illegible]s de[illegible]n, specifications, or instructions and compliance therewith has caused Philips to deviate from its normal course of performance;

11.4.2 modified by Customer or its contractors after delivery;

11.4.3 not updated by Customer in accordance with instructions provided by Philips (e.g., software updates); or

11.4.4 combined by Customer or its contractors with devices, software, methods, systems, or processes not furnished hereunder and the third-party claim is based on such modification or combination. The above states Philips' sole liability and Customer's exclusive remedy in respect of third-party intellectual property claims.

12. Use and exclusivity of Product documents.

12.1 All documents and manuals including technical information related to the Products and its maintenance as delivered by Philips is the proprietary information of Philips, covered by Philips' copyright, and remains the property of Philips, and as such, it shall not be copied, reproduced, transmitted, or disclosed to or used by third parties without the prior written consent of Philips.

13. Export Control and Product Resale.

13.1 Customer agrees to comply with relevant export control and sanction laws and regulations, including the UN, EU, or US ("Export Laws"), to ensure that the Products are not:

13.1.1 exported or re-exported directly or indirectly in violation of Export Laws; or

13.1.2 used for any purposes prohibited by the Export Laws, including military end-use, human rights abuses, nuclear, or chemical or biological weapons proliferation.

13.2 Customer represents that:

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13.2.1 Customer is not located in a country that is subject to a UN, US, or EU embargo and trade restriction; and

13.2.2 Customer is not listed on any UN, EU, US export and sanctions list of prohibited or restricted parties.

13.3 Philips may suspend its obligation to fulfil any order or subsequent service if the delivery is restricted under Export Laws or an export/import license is not granted by relevant authorities.

14. Licensed Software Terms.

14.1 Subject to any usage limitations set forth on the Quotation, Philips grants to Customer a non-exclusive, non-transferable license, without the right to grant sub-licenses, to incorporate and use the software (as specified on the Quotation, whether embedded or stand-alone) ("Licensed Software") in Products and the permitted use (as referenced in the instructions for use/Quotation) in accordance with these Conditions of Sale.

14.2 The Licensed Software is licensed and not sold. All intellectual property rights in the Licensed Software shall remain with Philips.

14.3 Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Customer may not reproduce, sell, assign, transfer, or sublicense the Licensed Software. Customer shall preserve the confidential nature of the Licensed Software and shall not disclose or transfer any portion of the Licensed Software to any third party.

14.4 Customer shall maintain Philips' copyright notice or other proprietary legends on any copies of the Licensed Software. Customer shall not (and shall not allow any third party to) decompile, disassemble, or reverse engineer the Licensed Software.

14.5 The Licensed Software may only be used in relation to Products or systems certified by Philips. If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the Products shall become null and void. Customer installation of Philips' issued patches or updates shall not be deemed to be a modification.

14.6 Philips and its affiliates shall be free to use any feedback or suggestions for modification or enhancement of the Licensed Software provided by Customer for the purpose of modifying or enhancing the Licensed Software as well as for licensing such enhancements to third parties.

14.7 With respect to any third-party licensed software, Customer agrees to comply with the terms applicable to such licensed software. Customer shall indemnify Philips for any damage arising from its failure to comply with such terms. If the third-party licensor terminates the third party license, Philips shall be entitled to terminate the third party license with Customer and make reasonable effort to procure a solution.

15. Confidentiality.

15.1 If any of the parties have access to confidential information of the other party, it shall keep such information confidential. Such information shall only be used if and to the extent that it is necessary to carry out the concerned transactions. This obligation does not extend to public domain information and/or information that is disclosed by operation of law or court order.

16. Compliance with Laws and Privacy.

16.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the Quotation, including, but not limited to, those relating to employment practices federal and state anti-discrimination laws (including Title VII of the Civil Rights Act of 1964 as amended, the Rehabilitation Act of 1973 as amended and the Veterans Readjustment ACT of 1972 as amended), E-Verify, FDA, Medicare fraud and abuse, the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

16.2 Processing of personal data: In relation to the provision of services, Philips may process information, in any form, that can relate to identified or identifiable individuals, which may qualify as personal data. Philips and/or its affiliates will: a) process any protected health information (PHI) as defined by HIPAA on behalf and by instruction of Customer, the terms, rights and responsibilities of the parties for such processing of PHI are set forth in a Business Associate Agreement between the parties and b) process information such as log files, device parameters (which may contain personal data), to provide the services and to enable its compliance with and perform its task as manufacturer of (medical) devices under the applicable regulations and standards (including but not limited to the performance of vigilance, post market surveillance, and clinical evaluation related activities).

16.3 Customer agrees that Philips and/or its affiliates may use any data, other than personal data, generated by a Product and/or otherwise provided by Customer to Philips for Philips' own legitimate business purposes, including, but not limited to, for data analytics activities to determine trends of usage and advise on the use of products and services, for research, product and service development and improvement (including the development of new offerings), substantiation of marketing claims, and for benchmarking purposes.

17. Force Majeure.

17.1 Each party shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, act of terrorism, government regulations and/or similar acts, embargoes, export control sanctions or restrictions, Philips' unavailability regarding any required permits, licenses and/or authorizations, default or force majeure of suppliers or subcontractors.

17.2 If force majeure prevents Philips from fulfilling any order from Customer or otherwise performing any obligation arising out of the sale, Philips shall not be liable to Customer for any compensation, reimbursement, or damages.

18. Miscellaneous.

18.1 Any newly manufactured Product provided may contain selected remanufactured parts equivalent to new in terms of performance.

18.2 If Customer becomes insolvent, unable to pay its debts as they fall due, files for bankruptcy or is subject to it, has appointed a recipient, is subject to a late fee on payments (temporary or permanent), or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations or suspend its performance; provided that, however, Customer's financial obligations to Philips shall remain in full force and effect.

18.3 If any provision of these Conditions of Sale is found to be unlawful, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall remain in full force and effect. In lieu of any provision deemed to be unlawful, unenforceable, or invalid, in whole or in part, a provision reflecting the original intent of these Conditions of Sale, to the extent permitted by the applicable law, shall be deemed to be a substitute for that provision.

18.4 Notices or other communications shall be given in writing and shall be deemed effective if they are delivered in person or if they are sent by courier or mail to the relevant party.

18.5 The failure by Customer or Philips at any time to require compliance with any obligation shall not affect the right to require its enforcement at any time thereafter.

18.6 Philips may assign or novate its rights and obligations in whole or in part, to any of its affiliates or may assign any of its accounts receivable to any party without Customer's consent. Customer agrees to execute any documents that may be necessary to complete Philips' assignment or novation. Customer shall not, without the prior written consent of Philips, transfer or assign any of its rights or obligations.

18.7 Customer's obligations do not depend on any other obligations it may have under any other agreement or arrangement with Philips. Customer shall not exercise any offset right in the Quotation or sale in relation to any other agreement or arrangement with Philips.

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18.8 These Conditions of Sale shall be governed by the laws of the country or state wherein the Philips legal entity identified in the Quotation is situated, and the parties submit to the exclusive jurisdiction of the courts of that country or state, provided that Philips will be entitled to start legal proceedings against Customer in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA), in any form, is expressly excluded.

18.9 Customer will report immediately to Philips any event of which Customer becomes aware that suggests that any Products provided by Philips, for any reason:

18.9.1 may have caused or contributed to a death or serious injury, or

18.9.2 have malfunctioned where such malfunctions would likely cause or contribute to a death or serious injury if the malfunction were to occur again. Additionally, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Products provided by Philips hereunder, unless otherwise required by law.

18.10 To the extent applicable in Customer's country or state, Philips and Customer shall comply with the Omnibus Reconciliation Act of 1980 (P.L. 96-499) and its implementing regulations (42 CFR, Part 420). Philips agrees that until the expiration of four (4) years after furnishing Products pursuant to these Conditions of Sale, Philips shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, these Conditions of Sale and the books, documents, and records of Philips that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Philips further agrees that if Philips carries out any of the duties of these Conditions of Sale through a subcontract with a value or cost of ten-thousand U.S. dollars ($10,000.00) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such Products pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs. This paragraph relating to the retention [illegible] production of documents is included because of possible application of Section 1861(v) (1) (1) of the Social Security Act (42 U.S.C. 1395x (v) (1) (I) [illegible]39)), as amended from to time to these Conditions of Sale. If Section 1861(v) (1) (1) should be found to be inapplicable, then this paragraph shall be [illegible]ed inoperative and without force and effect.

18.11 As of the date of the sale of this Product, Philips represents and warrants that Philips, and it[illegible]mp[illegible]es and subcontractors, are not debarred, excluded, suspended, or otherwise ineligible to participate in a federal or state health care program, or have [illegible] been convicted of any health care related crime for Products provided under these Conditions of Sale (an "Excluded Provider"). Philips [illegible]all promptly n[illegible] Customer if it becomes aware that Philips or any of its employees or subcontractors providing Products hereunder have becom[illegible] Excluded Provide[illegible]der a federal or state healthcare program, whereupon Customer shall provide Philips with a reasonable opportunity to dis[illegible] and attempt to resolve[illegible]good faith with Customer any Customer related concerns in relation thereto, and/or will give Philips a reasonable oppo[illegible]ity to dispu[illegible] its, or its emp[illegible]yee's or subcontractor's, designation as an Excluded Provider. In the event that the parties are unable to resolve any such [illegible]omer [illegible]cerns of the applicable party's designation as an Excluded Provider, then Customer may terminate this order by express written notice for Prod[illegible] yet shipped prior to a date of exclusion.

18.12 To the extent applicable in Customer's country or state, it is Customer's responsibility [illegible]notify Philips if any portion of the order is funded under the American Reinvestment and Recovery Act (ARRA). To ensure compli[illegible]with the ARRA re[illegible]tion, Customer shall include a clause stating that the order is funded under ARRA on its purchase order or other document issue[illegible], [illegible]mer.

18.13 To the extent applicable, Customer acknowledges it shall comply wit[illegible]ll Me[illegible] Medicaid, [illegible] state cost reporting requirements, including discounts afforded to Customer under these Conditions of Sale for any Products p[illegible]chased h[illegible]er.

18.14 Entire Agreement. These Conditions of Sale, the terms and conditions [illegible] forth[illegible] the [illegible]tation and the applicable Philips' product-specific warranty constitute the entire understanding and agreement by and between the [illegible]s with respect to the transactions contemplated by the Quotation and supersede any previous understandings, or agreeme[illegible]bet[illegible]n the part[illegible] whether written or oral, regarding the transactions contemplated by the Quotation. The pricing in the Quotation is based [illegible]n the te[illegible]s and conc[illegible]ns in the Quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unle[illegible] writing a[illegible]signed by t[illegible]parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issue[illegible] Cust[illegible]pecifically rejected and shall not apply to the transactions contemplated by the Quotation.

19. **Product-specific terms**.

19.1 Product-specific schedules are incorp[illegible]ed he[illegible]s they a[illegible] to the Products listed in the Quotation and their additional terms shall apply solely to the Products specified therein. If a[illegible]erms set fort[illegible] the Prod[illegible] specific schedules conflict with terms expressly set forth in these Conditions of Sale, the terms expressly set forth in t[illegible]roduct specific sc[illegible]ule shall govern in such instance.

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Schedule 1
Imaging Systems Portfolio (IS) (Rev 24)

Product Category	Products
Image Guided Therapy (IGT)	Interventional X-Ray (iXR)
	Mobile C-Arms (Surg)
	Philips Image Guided Therapy Corporation (IGTD) fka Volcano (capital only)
Imaging Clinical Applications (ICAP)	IntelliSpace Portal (ISP)
Diagnostic Imaging	Digital X-Ray (DXR)
	Computed Tomography (CT)
	Magnetic Resonance (MR)
	OEM Imaging Components (Coils)
	Positron Emission Tomography (PET/CT)
	Advanced Molecular Imaging (SPECT & SPECT/CT)
	Radiation Oncology (PROS)

1. **Payment Terms**.
Unless otherwise specified in the Quotation, Philips will invoice Customer and Customer will pay such invoice based on the date of the invoice for each of the products and integration services as follows:

1.1 For Imaging Systems Portfolio:

1.1.1 0% of the purchase price shall be due with Customer's submission of its purchase order.

1.1.2 80% of the purchase price shall be due on delivery of the major components of the Product(s) to Customer designated location or Philips warehouse. Product installation will not begin until Customer has paid this portion of the purchase price.

1.1.3 Subject to Section 6.2 of the Conditions of Sale, 20% of the purchase price shall be due thirty (30) days from the invoice date based on Product(s) availability for first patient use. Available for first patient use means the Product has been installed and substantially meets Philips' systems verification functionality set forth in the installation manual.

2. **For IGT Fixed Systems**.

2.1 Project management support is provided at no additional cost.

2.2 Delivery and installation are included in the purchase of the system.

2.3 For Catalyst systems, warranty is included and starts when installation is complete and system is accepted by Customer.

3. **Additional Customer Installation Obligations for Magnetic Resonance (MR)**.

3.1 Customer shall provide any and all site preparation and shall be in compliance with all radio frequency (RF) or magnetic shielding and acoustical suppression and building codes relevant to the Product and its installation and use.

3.2 If applicable, Customer's contractor or Customer's architect is required to provide detailed information on the proposed Helium Exhaust Pipe for their MRI system prior to installation to ensure safety specifications are being met.
Required details include:

3.2.1 Architectural drawing or sketch with complete dimensions including lengths, bending radii, bending angles, and pipe diameters for entire Helium Exhaust Pipe run from RF enclosure to discharge location.

3.2.2 Completed Helium Exhaust Pipe Verification Checklist (provided by local Philips Project Manager).

3.2.3 Picture showing the area where the Helium Exhaust Pipe will discharge.

3.3 If applicable, Magnets will not be released for delivery unless and until Helium Exhaust Pipe details are provided for verification and have been confirmed to meet all life safety specifications.

3.4 Costs of equipment preservation, to ensure a high-quality system, will be assessed to Customer if the installation site is not ready due to delays not caused by Philips. Additionally, climate control costs during and after equipment installation are also the responsibility of Customer. Preservation of equipment is required to prevent exposing equipment to the negative effects of a non-climate-controlled construction environment, where there is dust or high humidity. Climate control could include costs associated with ensuring a climate- controlled environment. Activities and expenses required for preservation may include time, materials, and transportation to package and seal, and transport the equipment to a controlled environment to prevent dust from entering the equipment. For MR, as may be applicable, this includes the consumption of Helium for life support.

4. **Further use of System Data**.

4.1 Mandatory Data. Customer acknowledges and agrees that by executing this Agreement and using the Licensed Software, it has agreed that product inventory and crash signature data generated by the Licensed Software shall be delivered into the custody of Philips, or of systems maintained on Philips' behalf, without notice to Customer. Such data is referred to herein as "Mandatory Data" and such data is described in the Licensed Software's documentation for each Licensed Software release; the data comprising Mandatory Data is subject to change with each release of upgrades, updates, patches and modifications to the Licensed Software.

4.2 Customer agrees that any Mandatory Data will be the property of Philips. Part of the Mandatory Data might constitute (non-sensitive) Personal Data, which is anonymized data or aggregate log files, device parameters and other signals collected from the equipment used by Customer and associated with Customer. Customer agrees that Philips may use and disclose Mandatory Data for Philips' own business purposes (including, but not limited to, for data analytics activities to determine trends of usage of Philips' or its affiliates' devices and services, to facilitate and advise on continued and sustained use of Philips' or its affiliates' products and services, for product and service development and improvement (including the development of new offerings), substantiation of marketing claims and for benchmarking purposes). In connection with any disclosure of Mandatory Data, Philips will not associate such data with the Personal Data of Customer's patients, consumers, or employees.

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Schedule 14

ADDITIONAL TERMS AND CONDITIONS FOR TECHNOLOGY MAXIMIZER (Rev 24)

1. Services.

If Philips Technology Maximizer ("Technology Maximizer") is purchased under this Agreement for a specific piece of Equipment identified by its serial number, and the requirements of the Agreement are satisfied, then Philips will make available upgrade(s) during term of agreement for the Equipment as outlined below and according to the Technology Maximizer version listed on the Quotation. Technology Maximizer is available in the following versions, subject to modality and market variations:

1.1 Technology Maximizer Essential

1.1.1 Maintain Equipment at latest configuration as follows:

1.1.1.1 Major release upgrades to the core system Licensed Software which is designed to run the system's hardware and essential application programs ("Core System Software");

1.1.1.2 Third party operating system (OS) updates;

1.1.1.3 Any available safety and security updates which are included in a major release;

1.1.1.4 If operational workflows are modified in the latest upgrade, Philips will provide clinical training for new or enhanced functionality of that upgrade; and

1.1.1.5 Hardware replacement to support software upgrades is not included unless specifically included in the Quotation.

1.2 Technology Maximizer Plus

1.2.1 Maintain Equipment at latest configuration as follows:

1.2.1.1 All Technology Maximizer Essential deliverables listed above;

1.2.1.2 Software upgrades to previously purchased Philips Licensed Software on the Equipment other than the Core System Software such as ancillary applications which accomplish specialized clinical functions on the Equipment;

1.2.1.3 Application training for new or enhanced functionality included in upgrades to Licensed Software noted in 1.2.1.2; and

1.2.1.4 Computer hardware replacement necessary to support software upgrade as needed. This entitlement is limited to one replacement unless specifically included otherwise in the Quotation.

1.3 Technology Maximizer Pro

1.3.1 Selected access to future clinical innovation released during term of agreement as follows:

1.3.1.1 All Technology Maximizer Plus deliverables listed above; and

1.3.1.2 New features and/or applications within selected clinical areas as specified in the Quotation determined by Philips as eligible in the Technology Maximizer Pro program.

1.3.1.3 Advanced training for new features and/or applications provided under 1.3.1.2.

1.4 Technology Maximizer Premium

1.4.1 Full access to future clinical innovation across selected clinical domains released during term of agreement as follows:

1.4.1.1 All Technology Maximizer Pro deliverables listed above; and

1.4.1.2 New future clinical features and/or applications for selected Philips clinical domain on the Equipment as specified in Quotation determined by Philips as eligible in the Technology Maximizer Premium program.

2. Terms and Conditions of Technology Maximizer.

2.1 Technology Maximizer does not include basic Equipment preventive maintenance which is purchased separately.

2.2 Licensing. All Philips Licensed Software upgrades are subject to the License Software terms and conditions agreed to at purchase of the Equipment or Licensed Software sale (as applicable), including but not limited to usage and license limitations.

2.3 Software Warranty. All Philips Licensed Software upgrades issued under this Agreement are subject to the warranty terms and conditions agreed to at purchase of the Equipment or Licensed Software sale as applicable for a warranty period of 90 days.

2.4 Upgrade preconditions. All upgrades and new software features and applications may be delivered, if and when:

2.4.1 made commercially available by Philips after the Start Date and before the End Date specified in the Quotation;

2.4.2 supported by the Equipment hardware and configuration; and

2.4.3 intended for use in the "clinical domain" identified in the Quotation or otherwise as explicitly specified in the Quotation.

2.5 Term of Technology Maximizer. If purchased with the sale of Equipment Technology Maximizer service coverage begins one day following the first year of the warranty period or as specified on Quotation. Technology Maximizer purchased after sale of Equipment shall begin on the Start Date listed on the Quotation.

2.6 Upgrade Delivery Process. Philips will notify Customer when an upgrade that is included in Customer's Technology Maximizer entitlement. Customer must provide written notice (email acceptance sufficient) of intent to receive the upgrade within the term of the Technology Maximizer Agreement. If Customer does not provide written notice of intent to receive the upgrade within term of the Technology Maximizer Agreement, then Philips is under no obligation to provide such upgrade. If the Technology Maximizer Agreement term expires after Customer has provided written notice to receive the upgrade, but before it is delivered, then Customer is entitled to receive it within year following such expiration and must schedule the installation within this one-year period.

2.7 Upgrade Limitations. The upgrades provided under Technology Maximizer:

2.7.1 are available only for the designated Equipment specified on the Quotation;

2.7.2 unless explicitly described otherwise in the Quotation and except in case of Technology Maximizer Pro and Premium, do not include new applications, options or the like that were not purchased with the Equipment, or purchased separately from Philips for the Equipment;

2.7.3 may not be sold, transferred, or assigned to any third party; and

2.7.4 are subject to the terms and conditions of the Agreement and any licensing terms and conditions included in the purchase of the Equipment from Philips.

2.7.5 Parts removed for the purpose of an upgrade become the property of Philips on an exchange basis as defined in the Agreement.

2.8 Availability limitation. In case Customer refuses the installation of an upgrade, or in case no upgrade is provided by Philips (for any reason, e.g., not made available commercially) during the Term of the Technology Maximizer entitlement, no credit for any already paid amounts is carried forward or eligible for refund. Philips makes no representations in number of Core System Software, OS, ancillary or other Licensed Software upgrades or enhancements that shall be made available to Customer during the term of this Agreement. The release of all 3rd party software publishers' upgrades is at the sole discretion of the software publisher and only to the extent made available to Philips. All such 3rd party software is subject to prior validation by Philips for use with the Equipment. Philips validation of 3rd party software includes without limitation screening for safety issues, processing delays, or image distortion. Any

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upgrades/updates or enhancements to the Philips application software is subject to regulatory clearance and commercial availability, solely at Philips' discretion.

2.9 Termination**.** If the Agreement is terminated due to the fault of Customer or Customer defaults under the Agreement after any upgrades under this Technology Maximizer have been provided by Philips, then Customer shall pay Philips the list price of the so provided upgrades within thirty (30) days of such termination or default. No paid amount is eligible for refund.

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8. Warranty

IMAGE-GUIDED THERAPY (IGT) FIXED SYSTEMS
PRODUCT WARRANTY

This product warranty document is an addition to the terms and conditions set forth in the Quotation. Unless specifically listed below, this warranty does not apply to replacement parts. The terms and conditions of the Quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the Quotation.

1. **Twelve (12) Month System Warranty.**
   - **1.1** Philips Healthcare, a division of Philips North America LLC (Philips) warrants to Customer that the Philips' Interventional X-Ray Systems (System) will perform in substantial compliance with its performance specifications, in the documentation accompanying the System, for a period of twelve (12) months after completion of installation and availability for first patient use.
   - **1.2** For Catalyst systems, full warranty is included and starts when installation is completed, and system is accepted by the Customer.
   - **1.3** Any glassware or flat detectors provided with the System is subject to special warranty terms set forth below.
2. **Planned Maintenance**.
   - **2.1** During the warranty period, Philips' personnel will schedule planned maintenance visits, in advance, at a mutually agreeable time on weekdays, between 8:00am and 5:00pm local time, excluding Philips' observed holidays.
3. **System Options, Upgrades or Accessories**.
   - **3.1** Any Philips' authorized upgrades, options or accessories for the System which are delivered and/or installed on the System during the original term of the System warranty shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire:
     - **3.1.1** upon termination of the initial twelve (12) month warranty period for the System on which the upgrade, option or accessory is installed; or
     - **3.1.2** after ninety (90) days for parts only from the date of installation.
4. **MRC X-Ray Tubes**.
   - **4.1** Philips warrants to Customer, for the warranty periods further specified in this section, that the Philips X-Ray Tubes (tube) will be substantially free from defects in material and manufacturing workmanship, which impair performance under normal use as specified in Philips' System descriptions and specifications.
   - **4.2** The warranty period for MRC Tubes provided with Customer's purchase of a new or refurbished X-Ray System shall be the shorter of thirty-six (36) months after installation or thirty-eight (38) months after date of shipment from Philips.
   - **4.3** The warranty period for purchases of replacement tubes shall be the shorter of twelve (12) months after installation or fourteen (14) months after date of shipment from Philips.
5. **MRC Tube Warranty Exclusions**.The above warranty shall not apply to X-Ray tubes outside the United States and Canada.
   - **5.1** Philips' obligations under the System warranty do not apply to any System defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces or supplies; use or operation of the System other than in accordance with Philips' applicable System specifications and written instructions; improper site preparation; abuse, negligence, accident, loss or damage in transit; improper site preparation; unauthorized maintenance or modifications to the System, computer viruses or similar software interference resulting from the connection of the System to a network.
6. **MRC Tube Warranty Remedies.**
   - **6.1** If a tube is found to fail during the warranty period and if, in the best judgment of Philips, the failure is not due to neglect, accident, improper installation, use contrary to instructions, or the exclusions stated above, Philips' tube warranty liability hereunder is limited to, at Philips' option, the repair or replacement of the tube.
   - **6.2** Any replacement tube would have a warranty period equal to the balance of the warranty period left on the tube replaced.
7. **Dynamic Flat Detectors**.
   - **7.1** Philips warrants the Dynamic Flat Detector (detector) provided with the System, if any, will be free from defects in material and manufacturing workmanship for twelve (12) months.
   - **7.2** Claims must be made within twelve (12) months after installation or fifteen (15) months after date of shipment from Philips, whichever occurs first.
   - **7.3** If a detector fails to meet this warranty, as Customer's sole and exclusive remedy, upon return of the detector, Philips will provide Customer a replacement detector at no additional charge.
8. **System Software and Software Updates.**
   - **8.1** The software provided with the System will be the latest version of the standard software available for that System as of the ninetieth (90th) day prior to the date the System is delivered to Customer.
   - **8.2** Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.
   - **8.3** All software is and shall remain the sole property of Philips or its software suppliers.
   - **8.4** Use of the software is subject to the terms of a separate software license agreement.
   - **8.5** No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.
   - **8.6** Any Philips maintenance or service software and documentation provided with the System and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System.
   - **8.7** Customer agrees to restrict the access to such software and documentation to Philips employees, those of its authorized agents and its authorized employees of Customer only.
9. **Warranty Limitations**.
   - **9.1** Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer (Product Warranty Cure Period) or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request.
   - **9.2** Any refund will be paid, to the Customer when the product is returned to Philips.
   - **9.3** Warranty service outside of normal working hours (i.e. 8:00am - 5:00pm in the time zone where the Customer is located, Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.

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9.4 This warranty is subject to the following conditions:
The product:
- **9.4.1** is to be installed by authorized Philips' representatives (or is to be installed in accordance with all Philips' installation instructions by personnel trained by Philips);
- **9.4.2** is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips' written instructions and for the purpose for which the products were intended; and,
- **9.4.3** is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications.

9.5 Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network.

9.6 Philips does not provide a warranty for any third-party products furnished to Customer by Philips under the Quotation; however, Philips shall use reasonable efforts to extend to Customer the third-party warranty for the product.

9.7 The obligations of Philips described herein are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.

9.8 THE WARRANTIES SET FORTH HEREIN WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT), ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT; THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

9.9 Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

10. Philips' Remote Services Network (RSN).

10.1 Customer will:
- **10.1.1** provide Philips with a secure location at Customer's premises to store one Philips' Remote Services Network router and provide full and free access to this router, (or a Customer-owned router acceptable to Philips) for connection to the equipment and to Customer's network; or
- **10.1.2** provide Philips with outbound internet access over SSL; at all times during the warranty period provide full and free access to the equipment and the Customer network for Philips' use in remote servicing of the products, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications from the products and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips' products and services and aggregation into services).
- **10.1.3** Customer's failure to provide such access will constitute Customer's waiver of scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or RSN access is provided.
- **10.1.4** Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips' service personnel waiting or access to the products.

11. Transfer of System.

11.1 In the event Customer transfers or relocates the System, all obligations under the warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation.

11.2 Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications.

11.3 Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed.

12. Limitation of Liability.

12.1 THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PRODUCT FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, NEGLIGENCE, UNLAWFUL ACT OR OTHERWISE IN CONNECTION WITH THE PRODUCT IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.

12.2 PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES AND/OR FOR ANY DAMAGES INCLUDING, LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SALE, REGARDLESS OF WHETHER THEY WERE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, BY LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIPS' SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE PRODUCT.

12.3 THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SALE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.

12.4 FOR US CUSTOMERS, THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 12.1:
- **12.4.1** THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.
- **12.4.2** CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.
- **12.4.3** OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION.
- **12.4.4** FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

DRAFT

13. Force Majeure.

13.1 Philips and Customer shall each be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to: acts of God, health pandemic, acts of any civil, military, or government authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation or mandatory direction, or request. For clarity, Customer requests shall not be considered 'government' requests under this section.

Philips' system specifications are subject to change without notice.
IGT Fixed System Product Warranty Rev 24

DRAFT

SECTION 04

BUDGET

CSI #	DESCRIPTION	Operating Room 12	AHU Replacement	TOTAL
01 31 00	General Conditions	129,170	69,553	198,723
01 31 00	Preconstruction	2,526	4,474	7,000
01 41 26	Permits	3,608	6,392	10,000
01 50 00	ICRA & Clean-up	164,226		164,226
01 54 00	General Requirements	23,606	12,711	36,317
02 40 00	Demolition	26,560		26,560
03 00 00	Concrete Patching and Sawcutting	8,850		8,850
04 00 00	Masonry Patching		5,000	5,000
05 00 00	Steel	43,000		43,000
06 10 00	Rough Carpentry	9,444		9,444
06 40 00	Architectural Woodwork	5,632		5,632
07 40 00	Roofing		10,000	10,000
07 90 00	Joint Sealants & Waterproofing	3,300	2,500	5,800
08 10 00	Doors, Frames, & Hardware	11,289		11,289
09 20 00	Drywall & Ceilings	35,572		35,572
09 51 00	Acoustical Ceilings	6,004		6,004
09 67 00	Epoxy Flooring Patching	16,500		16,500
09 90 00	Painting & Wall Coverings	12,045		12,045
10 26 00	Wall & Door Protection	4,614		4,614
21 00 00	Fire Suppression	21,600		21,600
22 00 00	Plumbing/Medical Gas	25,000	13,830	38,830
23 00 00	Heating, Ventilation, & Air Conditioning	131,748	1,285,851	1,417,599
26 00 00	Electrical & Low Voltage	246,154	78,630	324,784
	Subtotal	$ 930,448	1,488,941	$ 2,419,389
1.50%	Subcontractor Default Program	12,487	19,982	32,469
1.00%	General Liability Insurance	10,740	17,186	27,926
0.35%	Builder's Risk Insurance	3,759	6,015	9,774
5.00%	Design Contingency	43,352	69,374	112,726
3.00%	Construction Contingency	30,024	48,045	78,069
3.25%	Contractor's Fee	33,501	53,610	87,111
0.90%	Performance & Payment Bonds	9,666	15,467	25,133
	COST OF THE WORK	$1,073,976	$1,718,621	$2,792,597

PULSE DESIGN GROUP

March 18, 2025

Mr. Kendall Tomes
Director of Construction
The University of Kansa Health System
4000 Cambridge Street, Mailstop 3011
Kansas City, KS 66160

RE: A/E Design Fee Proposal
OR #12 Equipment Replacement
Liberty Hospital
Liberty, Missouri

Dear Kendall,

As requested, we hereby submit a fee proposal for the OR #12 Equipment Replacement project located on the first floor. This project includes necessary remodel work of approximately 1,000 s.f. to exiting operating room #12 accommodate a new imaging system along with replacement of an air handling unit. We propose an A/E design fee of $113,500.00

This fee includes architectural, mechanical, electrical, plumbing, fire protection, structural design, and radiation shielding services. The design fees hereby exclude the following services; equipment planning, and virtual reality visualization services.

Please indicate your acceptance of this proposal by signing the attached G604 and returning a copy for our records.

As always, we look forward to working with you on this project.

Sincerely,

Michael E. Andracsek, AIA, LEED AP
Architect

Cc: File 23129P

4622 Pennsylvania Ave Suite 1050 Kansas City Missouri 64112 +913 438 9095 p +913 438 2660 f pulsedesigngroup.com

PROFESSIONAL SERVICES SUPPLEMENT

TO: Todd Koch
Vice President
(Owner's Representative)

Supplement Number: G604

PDG Project No: 23129P
Date: March 18, 2025

In accordance with the Agreement dated: 04/11/99

between the Owner: The University of Kansas Health System
Hospital Executive Offices
1215 KU Hospital
4000 Cambridge Street
Kanas City, KS

and the Architect: Pulse Design Group, Inc.
4622 Pennsylvania Avenue, Suite 1050
Kansas City, MO 64112

for the Project: OR #12 Equipment Replacement
Liberty Hospital
2525 Glenn Hendren Drive
Liberty, Missouri 64068

☐ The fee for services for this scope of work will be billed on a six and three-quarter (6 3/4) percent basis of the construction cost, plus reimbursable expenses consisting of travel expense, long distance telephone communications, and printing, in accordance with Exhibit 'A'.

☒ The fee for services for this scope of work will be billed on a Fixed Fee Basis, not-to-exceed: **$113,500.00** plus reimbursable expenses consisting of travel expense, long distance telephone communications, and printing, in accordance with PDG Exhibit 'A'. Not-To-Exceed Value can be increased by notification and approval only.

☐ The fee for services for this scope of work will be billed on an hourly rate basis not -to-exceed:_____, plus reimbursable expenses, consisting of travel expense, long distance telephone communications, and printing, in accordance with Exhibit 'A'.

SUBMITTED BY:

Michael E. Andracsek
_____
(Signature)

Michael E. Andracsek, AIA, LEED AP
Principal
Pulse Design Group

March 18, 2024_____
(Date)

AGREED TO:

_____
(Signature)

Todd Koch
Vice President
The University of Kansas Health System

_____
(Date)

Attachment: Exhibit 'A' Hourly Rate Schedule

DIVIDER III

COMMUNITY NEED CRITERIA AND STANDARDS

DIVIDER III. COMMUNITY NEED CRITERIA AND STANDARDS

1. Describe the financial rationale for the proposed replacement equipment.

The replacement of the existing unit is not financially motivated, but rather, motivated to avoid utilizing a piece of equipment that has exceeded its useful life. As otherwise set forth in Divider III, Item 2, the equipment reached the end of support as of December 31, 2023. The existing unit is no longer under warranty, and requires parts and repairs that are difficult to source.

2. Document if the existing equipment has exceeded its useful life.

Please see the attached end of service support notice for the existing MRI unit.

3. Describe the effect the replacement unit will have on quality of care.

The new unit will allow for improved imaging, including 3-d imaging, with increased accuracy particularly with respect to vascular, non-vascular, cardiovascular, and neurologic conditions. Please also see the technological advances described in Divider III, Item 6.

4. Document if the existing equipment is in constant need of repair.

As set forth in this Application, the existing unit is beyond its end of support date.

5. Document if the lease on the current equipment has expired.

Not applicable.

6. Describe the technological advances provided by the new unit.

The new unit has a number of technological advances:

- A new user interface that allows the user to remain at the table-side without leaving the room or sterile field.
- The new unit rotates on 8 axes to allow unlimited flexibility for imaging, including head-to-toe imaging, as well as 2d and 3d visualizations.
- The new unit has a 270-degree range of movement, which allows imaging without hampering optimal surgery team positioning and avoiding the need for table repositioning.
- Clarity IQ technology, which is ultra-low dose software and hardware that permits the Applicant to utilize a smaller radiation dose without sacrificing image quality.

- Zero Dose Positioning allows the user to relocate the imaging equipment to another area of the room without radiation exposure, further reducing disruptions to patient care.

7. Describe how patient satisfaction would be improved.

Patient satisfaction will be improved through more accurate scans, reduced scan times, and increased patient comfort.

8. Describe how patient outcomes would be improved.

The new unit will allow for improved imaging, including 3-d imaging, with increased accuracy particularly with respect to vascular, non-vascular, cardiovascular, and neurologic conditions. Please also see the technological advances described in Divider III, Item 6.

9. Describe what impact the new unit would have on utilization.

The new unit provides several utilization improvements over the existing unit, including the new user interface that allows the user to remain at the table-side without leaving the room or sterile field. Zero Dose Positioning allows relocation of the unit without radiation exposure, which permits the Applicant to more quickly reposition the operating room for procedures that may, or may not, require use of the new unit. Further, the ultra-low dose software and hardware permits staff to remain in the operating room for longer periods of time because they will not reach radiation dose limits as quickly. All of these improvements, combined, result in fewer disruptions and therefore increase patient throughput.

10. Describe any new capabilities that the new unit would provide.

The new unit has a number of new capabilities, including passively cooled detectors that no longer require liquid cooling to keep cool. The detectors are cooled by the regular HVAC unit in the operating suite. Further, the new detectors are 16-bit, versus the 14-bit detectors in the existing unit. This results in increased image quality. The new unit also has Instant Parallel Working capabilities, which allows the user to perform multiple functions on the monitor, without interfering with the on-going procedure, e.g. look at previous tests and/or studies while the current procedure is ongoing. The new unit has IntraSight technology, which allows the user to perform ultrasound imaging intravascularly while mid-procedure.

11. By what percent will this replacement increase patient charges?

The replacement unit will not cause an increase in patient charges.

PHILIPS

July 4, 2023

Mandy Marrs, MSN, RN, CNOR
Director of Procedural Services
Liberty Hospital
2525 Glenn Hendren Dr
Liberty Missouri 64068

Product End of Life Notification

For additional information please contact your Philips account manager or call 1-800-229-6417.
www.CustomerServices.Philips.com

Dear Customer:

Assuring your medical equipment is in good operating condition is critical to maintain your standard of patient care. Knowing it is essential to your long-term planning to anticipate any changes in the lifecycle status of your medical equipment, we are taking a proactive approach to notify you in advance when systems approach an end of support status.

According to our records, the lifecycle status of your system **Allura Xper FD20 - 547627** would be, or was, designated as End of Life (EoL) effective **12/31/2019**. EoL is a lifecycle milestone that signals the end of full operational support for the product where Philips will no longer provide sustaining engineering or further upgrade development for the product. EoL also signals the end of economic maintenance for the product and after the EoL date Philips does not guarantee availability of service parts or guarantee that technical and/or help desk support will be available. Beyond the End-of-Life milestone any service activity can only be completed under Limited Support conditions. After the EoL date mentioned above, our ability to reliably maintain the system to its original specifications may be compromised, which may leave your system at elevated operational and cybersecurity risks and vulnerable to threats and disruptions.

Based on an assessment of the system's reliability and our resources, we have designated or expect to designate your system as End of Support (EoS) on **12/31/2023.** The end of support milestone signals the end of all Philips support for the product and our ability to meet your service needs would be materially impacted beyond the EoS date. We intend to continue our support of your system until the EoS date, on a commercially reasonable effort basis, without guaranteed uptime commitments, and with limitations on renewing or extending the service contracts.

Transitioning to the latest technology through upgrades or replacement may be your best long-term options and we would strive to facilitate a smooth transition. We encourage you to contact your Account Manager to discuss options specific to your device and to identify a solution that best fits your business requirements.

You may also check the Philips Customer Service Portal (www.customerservices.philips.com) for updates and notificatons of the life cycle status.

Sincerely,

Jeff Dilullo
Head of Services and Solutions Delivery
Philips North America

222 Jacobs Street, Cambridge, MA 02141

DIVIDER IV

FINANCIAL FEASIBILITY REVIEW CRITERIA AND STANDARDS

DIVIDER IV. FINANCIAL FEASIBILITY REVIEW CRITERIA AND STANDARDS

1. Document that sufficient financing is available by providing a letter from a financial institution or an auditors statement indicating that sufficient funds are available.

See attached.

2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) full years beyond project completion.

See attached.

3. Document how patient charges are derived.

The Applicant review Medicare allowable charges and reimbursements, existing payor policies for imaging and the competitive market, estimated costs to provide the service, and then structures its charges accordingly.

4. Document responsiveness to the needs of the medically indigent.

See attached charity care policy.

Combined Balance Sheet (In $000's)

	30-Jun-24	31-Mar-24	31-Dec-23	30-Sept-23
Assets				
Cash and cash equivalents	$ 384,264	$ 367,942	$ 254,334	$ 266,078
Assets limited or restricted as to use, current	5	4	264	15
Patient accounts receivable, net of allowance	409,720	401,242	391,600	392,532
Estimated amounts due from third-party payors	29,952	18,361	20,817	24,754
Other receivables	58,958	57,537	52,394	51,149
Inventory	93,376	85,953	85,922	85,943
Prepaid expenses	52,883	42,069	53,411	58,313
Total Current Assets	1,029,158	973,108	858,742	878,784
Noncurrent Investments	1,524,437	1,512,698	1,486,637	1,415,823
Held by trustee & other	6,083	6,646	6,636	7,326
Donor restricted assets	6,486	6,501	6,526	6,410
Property plant & equipment - gross	2,757,321	2,757,635	2,758,580	2,716,763
Accumulated depreciation	(1,329,173)	(1,341,825)	(1,341,725)	(1,314,435)
Property plant & equipment - net	1,428,148	1,415,810	1,416,855	1,402,328
Other assets	600,219	590,802	589,666	589,617
Total Assets	**$ 4,594,531**	**$ 4,505,565**	**$ 4,365,062**	**$ 4,300,288**

Combined Balance Sheet (In $000's)

	30-Jun-24	31-Mar-24	31-Dec-23	30-Sept-23
Liabilities & Unrestricted Fund Balance				
Accounts payable	$ 137,548	$ 106,018	$ 111,799	$ 124,285
Accrued salaries, wages, and benefits	268,223	268,776	220,274	235,723
Estimated amounts due to third-party payors	54,232	60,066	39,520	46,778
Current portion of long-term debt	32,321	31,444	31,167	31,228
Other	25,438	24,935	30,537	16,611
Total current liabilities	517,762	491,239	433,297	454,625
Net Pension Liability	32,541	33,433	33,433	33,433
Other long term liability	73,525	63,047	62,665	65,598
Promissory note/ capital leases payable	309,588	313,604	317,697	313,274
Bonds payable	755,239	756,133	762,521	763,451
Long Term Debt	1,064,827	1,069,737	1,080,218	1,076,725
Deferred Inflows of Resources	45,946	46,652	43,450	44,239
Total Liabilities and deferred inflows of resources	1,734,601	1,704,108	1,653,063	1,674,620
Fund balance restricted or limited as to use	117,391	120,853	115,040	114,657
Unrestricted fund balance	2,742,539	2,680,604	2,596,959	2,511,011
Total Liabilities/Fund Balance	**$ 4,594,531**	**$ 4,505,565**	**$ 4,365,062**	**$ 4,300,288**

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: The University of Kansas Hospital Autl **Project #:** 6194 HT

Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion

Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.

	Year 2022	Year 2023	Year 2024
Amount of Utilization:*	200	205	173
Revenue:			
Average Charge**	$80,517	$85,320	$80,464
Gross Revenue	$16,103,400	$17,490,600	$13,920,272
Revenue Deductions	12,201,527	13,592,920	11,023,367
Operating Revenue	3,901,873	3,897,680	2,896,905
Other Revenue	0	0	0
TOTAL REVENUE	**$3,901,873**	**$3,897,680**	**$2,896,905**
Expenses:			
Direct Expenses			
Salaries	1,798,654	1,605,291	1,317,615
Fees	0	0	0
Supplies	1,428,938	1,804,360	1,121,714
Other	146,358	198,809	198,809
TOTAL DIRECT	$3,373,950	$3,608,460	$2,638,138
Indirect Expenses			
Depreciation	158,165	178,313	138,096
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	908,253	1,348,398	1,156,864
TOTAL INDIRECT	$1,066,418	$1,526,711	$1,294,960
TOTAL EXPENSES	**$4,440,368**	**$5,135,171**	**$3,933,098**
NET INCOME (LOSS):	**-$538,495**	**-$1,237,491**	**-$1,036,193**

*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

**Indicate how the average charge/procedure was calculated.

***Only on long term debt, not construction.

****Indicate how overhead was calculated.

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: The University of Kansas Hospital Autl **Project #:** 6194 HT

Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion

Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.

	Year 1	Year 2	Year 3
Amount of Utilization:*	245	252	260
Revenue:			
Average Charge**	$87,029	$90,511	$94,131
Gross Revenue	$21,322,105	$22,808,772	$24,474,060
Revenue Deductions	16,532,527	17,555,330	18,635,012
Operating Revenue	4,789,578	5,253,442	5,839,048
Other Revenue	0	0	0
TOTAL REVENUE	**$4,789,578**	**$5,253,442**	**$5,839,048**
Expenses:			
Direct Expenses			
Salaries	2,070,055	2,217,442	2,375,324
Fees	0	0	0
Supplies	1,850,091	1,981,818	2,122,923
Other	296,700	317,825	340,454
TOTAL DIRECT	$4,216,846	$4,517,085	$4,838,701
Indirect Expenses			
Depreciation	381,263	502,664	502,664
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	1,556,374	1,635,781	1,701,212
TOTAL INDIRECT	$1,937,637	$2,138,445	$2,203,876
TOTAL EXPENSES	**$6,154,483**	**$6,655,530**	**$7,042,577**
NET INCOME (LOSS):	**-$1,364,905**	**-$1,402,088**	**-$1,203,529**

*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

**Indicate how the average charge/procedure was calculated.

***Only on long term debt, not construction.

****Indicate how overhead was calculated.

LIBERTY HOSPITAL	New Liberty Hospital Financial Assistance Policy Version #: 10		**POLICY/ PROCEDURE**
Last Periodic Review Date:	01/07/2025	Approval Date:	01/07/2025
Category:	Administrative		
Department:	REVENUE INTEGRITY		
Approved By:	Jessica Rhodus (DIRECTOR, PT FINANCIAL SRVS), Lindsay James (DIR QUAL OUTCOMES,CC & HEALTH)		
*Only the electronic file of this document is ensured to be current and accurate. Printed copies of this document are **UNCONTROLLED** and should be avoided. Users of this document are responsible for ensuring that printed copies are valid at time of use. Users creating printed copies for use shall ensure that revision information is printed and attached.*			

PURPOSE:

The New Liberty Hospital Corporation (hereinafter referred to as "Liberty Hospital" or "LH") serves the healthcare needs of our community. Consistent with our mission to deliver compassionate, high-quality, affordable healthcare services, Liberty Hospital (LH) strives to ensure that an individual's ability to pay for healthcare is not a barrier for needed healthcare services and does not prevent our community from seeking or receiving care. The Hospital is committed to assuring that financial assistance options are available to medically indigent patients and guarantors who are unable to pay for emergency and medically necessary care, while ensuring Liberty Hospital's compliance with State and Federal laws and regulatory guidance pertaining to charity care and financial assistance.

POLICY:

Liberty Hospital provides financial assistance for medically indigent patients who meet the criteria outlined in this policy.

Situations where the provision of financial assistance will be considered include but are not limited to the following provided such patients meet the eligibility requirements:

- Uninsured patients who do not have the ability to pay.
- Deceased patients with no estate and no living trust.
- Patients involved in catastrophic illness or injury; and,
- Insured patients who do not have the ability to pay for emergent or medically necessary portions not covered by insurance who meet the eligibility criteria outlined in this policy.

SCOPE:

Patients who are eligible for financial assistance in the form of free or discounted (partial charity) care under this program are any patients with services on an inpatient or outpatient account or emergency department account who are uninsured, underinsured, ineligible for a government program or otherwise unable to pay for emergency and medically necessary care based on their individual financial situation. Financial assistance beyond the uninsured discount under this policy is generally available to residents of the hospital's service area, which includes the following counties: Buchanan, Clay, Caldwell, Carroll, Clinton, Daviess, DeKalb, Gentry, Grundy, Harrison, Jackson, Lafayette, Livingston, Mercer, Platte, Ray and Worth. Exceptions to the scope include patients that cooperate with seeking other payment sources, provide requested documentation and generally are not seeking primary care and follow up services at LH.

"Charity" or "financial assistance" refers to healthcare services provided by Liberty Hospital (LH), without charge or at a discount to qualifying patients. The following healthcare services are eligible for consideration pursuant to this policy:

1. Emergency medical services, provided in an emergency room setting (see Appendix A).

2. Services for a condition which, if not promptly treated, reasonably could be expected to result in placing the health of the individual in serious jeopardy and/or serious impairment to bodily functions and/or serious dysfunction of any bodily organ or part, as defined by a physician.
3. Non-elective services provided in response to life-threatening circumstances in a non-emergency room setting, as defined by a physician.
4. Liberty Hospital's clinics will honor financial assistance for care provided at the clinics as part of their continuation of care in relation to a hospital visit that has also been approved for Financial Assistance.

Excluded Services

1. Cosmetic procedures and all associated costs related to provision of these services**.**
2. Patients that refuse to submit to LH peer review process and appropriate diagnostic tests in non-emergency settings performed at LH.
3. Patients who may qualify for Medicaid based on income or disability, but do not cooperate in preparing an application or providing needed follow up on the application.
4. A patient who is insured by a third-party payer that refuses to pay for services, because the patient failed to provide information necessary for the third-party payer to determine payer's liability.
5. If a patient receives payment for services directly from an indemnity, Medicare Supplement or other payer, the patient is not eligible for Financial Assistance for the services for which payment was made.
6. Liberty Hospital may decline awarding Financial Assistance to patients who falsify information regarding family income, household size or other information in their eligibility application.
7. If the patient receives a financial settlement or judgment from a third-party, the patient must use the settlement or judgment amount to satisfy any patient account balances remaining after insurance pays, if applicable.
8. Services of some physician individual or groups, are not covered under this policy. Many physicians have charity care policies that allow patients to apply for free or discounted care. Patients should obtain information about a physician's charity care policy directly from the physician. See Appendix A for physicians who are covered and not covered by this policy.
9. Patients with insurance that is out of network with Liberty Hospital, who have acknowledged and agreed to proceed with services that are not contracted and payable by their insurance.

DEFINITIONS

Amounts Generally Billed – The Amounts Generally Billed (AGB) is the amount generally allowed by combining Medicare fee for service and private health insurers for emergency and other medically necessary care. Liberty Hospital uses the look-back method to determine AGB.

Catastrophic Medical Expense – Catastrophic medical expense is defined as patient responsibility exceeding 25% of annual income available to the patient and/or guarantor. In situations where a patient has a catastrophic medical expense, the patient's financial responsibility may be reduced to an amount equal to 25% of annual income. The patient's financial responsibility under catastrophic will not exceed AGB. The discount would be calculated as follows: 1.) Determine household income as defined below. 2.) Multiply household income by 25%. 3.) Determine patient responsibility 4.) If patient responsibility is not greater than 25% of income, then discontinue calculation. If patient responsibility exceeds 25% of income, multiple patient responsibility by current AGB. Patient or guarantor owes the lesser of AGB amount or 25% of household income.

Federal Poverty Guidelines - Federal Poverty Guidelines (FPG) means those guidelines issued by the Federal Government that describe poverty levels in the United States based on a person or family's household income. The Federal Poverty Guidelines are adjusted according to inflation and published in the Federal Register. For the purposes of this policy, the most current annual guidelines will be utilized. The FPG as used for the purposes of determining Financial Assistance is outlined later in this policy.

Look-Back Method - Look-Back Method is a prior twelve (12) month, April 1 through March 31, period used when calculating Amounts Generally Billed.

Medically Indigent - A medically indigent patient is defined as a person who has demonstrated that he/she is too impoverished to meet his/her medical expenses. The medically indigent patient may or may not have an income and may or may not be covered by insurance. Each patient's financial position will be evaluated individually using the Federal Poverty Guidelines.

Medically Necessary Services - Medically necessary services are services that are reasonable and medically necessary for the prevention, diagnosis or treatment of a physical or mental illness or injury; to achieve age appropriate growth and development; to minimize the progression of a disability or to attain or maintain functional capacity in accordance with accepted standards of practice in the medical community of the area in which the physical or mental health services are rendered; and, services are furnished in the most appropriate setting. Medically necessary services are not used primarily for convenience and are not considered experimental or an excessive form of treatment.

Responsible Party – A patient or the patient's parents (birth or adoptive), stepparents, legal guardian or other individual who is legally responsible for the payments to Liberty Hospital for healthcare services provided to the patient.

Uninsured Account – Uninsured accounts will be reviewed by a contracted partner to determine if there are benefits available that a patient is able to apply for. If approved for other benefits, the accounts will be billed appropriately. Balances left after all benefits have exhausted may be considered or presumed eligible for assistance based upon information provided by the vendor. If the vendor returns the account and no medical benefits are available, an automatic uninsured discount may be applied, and the patient will not be held responsible for amounts greater than the annual calculation of Liberty Hospital's AGB.

Family Unit – The determination for financial assistance is based on the income of all members of the applicant's family unit. Persons considered part of the family unit are:

1) Patient/applicant.
2) Spouse/Partner of patient, if residing with the patient.
3) Patient's minor children (age 18 and under), if residing with the patient. In the case of a child age 18 or younger who resides in the home with the father and mother, both parents' incomes are used to determine eligibility, even if they are not married to each other.
4) Other persons who are supported by the patient, regardless of age, provided they are claimed as dependents on the patient's federal income tax forms.
5) Emancipated minors – If the patient is an unmarried minor child who is determined to have emancipated status, only his/her income will be considered in calculating financial assistance. A minor will be considered emancipated if the minor is "free from the care, custody, control, and services of his parents." If the minor child is claimed or claimable on the parent's income taxes, the child cannot be considered as emancipated, and the parent(s) are included in the calculation of the size of the family unit and the family unit's income.
6) Roommates (regardless of gender) – In general, persons who merely live together and do not meet one of the above relationship criteria are not counted in determining discount eligibility

PROCEDURE:

Uninsured Discount

Patients that present with no insurance or liability information will be evaluated for an uninsured discount that will be automatically applied to the accounts. The discounted rate does not apply to any package pricing amounts and

may not be combined with any other discounts to self-pay balances. Package pricing terms and arrangements will take precedence over the uninsured discount. At any time, if third party coverage information is discovered, the uninsured discount will be reversed, and the total charges will be billed to the third party payer. In the event of a true insurance denial, a patient may request that their account be considered for an uninsured discount if all efforts have been exhausted and no contractual discount or benefits are available from the payer.

Applying for Financial Assistance

Medical indigence must be demonstrated through documentation, and financial screening. This determination can be made while the patient is in the hospital, shortly after dismissal, during the normal internal collection efforts, and after placement with an outside collection agency. Requests for Financial Assistance are accepted for up to 240 days from the date Liberty Hospital first sent a post-discharge bill to the patient. Patients may obtain a Financial Assistance Application by requesting in writing or by contacting the business office by phone or email. The Financial Assistance Application also is available on the Liberty Hospital website.

Patients apply for financial assistance by completing a Financial Assistance Application and providing supporting documents as requested. Supporting documentation may be required including items such as Federal Income Tax Return, IRS non-filing letter, recent bank statements, recent paycheck stubs, letter from Medicaid eligibility office denying Medicaid coverage, and other documents that support the patient/household income, assets, and financial position.

The granting of Financial Assistance will be based on an individualized determination of household income, assets, and family size. Supporting documentation required for verification purposes may be determined on a case-by-case basis. For these accounts, the Financial Assistance Application must be completed, and written statements may be acceptable for determining Charity Discount application.

Request a Copy

The Liberty Hospital Financial Assistance Policy, Financial Assistance Application, AGB and Plain Language Summary, are available free of charge at www.libertyhospital.org/financialassistance. These documents and the Billing and Collection Policy are available in person at Liberty Hospital Patient Access office at 2525 Glenn Hendren Drive, Liberty MO. 64068, or by calling the Financial Counselor at 816-407-4861. Copies in English, Spanish and Vietnamese also can be requested. Under special circumstances the requirement to complete the Financial Assistance Application Form and/or provide additional documents may be waived with approval from Billing Office Management. Assistance with the application process is provided by the Financial Counselor. Assistance may be requested by phone or in person by calling or visiting the locations identified in the “Request a Copy” section of this policy. Financial assistance applications are valid for twelve (12) months after approval date or sooner if circumstances change.

Financial Assistance Determination

A patient’s eligibility for Financial Assistance is not determined until activities to identify and secure payment from Medicare, Medicaid, Crime Victims, other government programs, other funded programs, medical insurance, auto insurance personal injury protection (PIP) or medical pay, liability liens, estate claims or any other possible appropriate source for payment are exhausted. Reversal of Financial Assistance adjustments will be made if subsequent third-party payments are received. Financial Assistance is to be considered the adjustment of last resort.

A patient’s eligibility for financial assistance is based on the household income at the time assistance is sought, expressed as a percentage of the Federal Poverty Guideline for family size, and other guidelines as referenced in this policy.

Household Income is defined as:
Adults: If the patient is an adult, "Yearly Household Income" means the sum of the total yearly gross income or estimated yearly gross income of the patient and the patient's spouse. The following items will be considered Income: wages, Unemployment compensation, Workers' Compensation, Social Security, Supplemental Security Income, disability payments, Veterans' payments, survivor benefits, pension or retirement income, interest, dividends, rents, royalties, income from estates, trusts, educational assistance, alimony, and child support. (Non-cash benefits such as food stamps and housing subsidies are excluded.)

Minors and Dependent Students: If the patient is a minor or dependent student, "Yearly Household Income" means the sum of the total yearly gross income or estimated yearly gross income of the patient and patient's parent(s) living in the home. The same items as listed immediately above will be considered part of "Yearly Household Income."

Household size is defined as:
Adults: In calculating the Household Size, include the patient, the patient's spouse or life partner, and any dependents, (as defined by the Internal Revenue Code (IRC).

Minors: In calculating the Household Size, include the patient, the patient's mother, the patient's father, dependents of the patient's mother and dependents of the patient's father (as defined by IRC).

Monetary Assets: Financial assets that are convertible to cash without penalty, including but not limited to checking accounts, savings accounts, IRAs, CDs, retirement savings and investments may be considered when determining a patient's ability to pay. In all cases the patient's and responsible party's overall financial position and household income are considered when determining financial assistance. A patient or guarantor with financial resources equal to or greater than $100,000 will not receive Financial Assistance. If accessing these funds results in penalization, this can be reviewed on a case-by-case basis.

Basis for Calculating Amounts Generally Billed, Liberty Hospital Accounts Only
After the patient's account is reduced by the financial assistance adjustment based on this policy and guidelines, the patient is responsible for no more than Amounts Generally Billed to individuals who have Medicare fee-for-service and private health insurers for emergency and other medically necessary care. The AGB is determined by blending these two payers. The Look-Back Method is used to determine AGB.

The AGB summary document describes the calculation and states the percentage used by Liberty Hospital. The Amounts Generally Billed summary is available on the Liberty Hospital website at www.libertyhospital.org/financial assistance; See Appendix B
Patients or members of the public may request a copy of this policy, available at no charge, at Liberty Hospital Patient Registration/Admitting Office or by contacting the Billing Office. The Liberty Hospital locations and hospital billing office contact information is provided under the "Request a Copy" section of this policy.

Application of Federal Poverty Guidelines for determining Charity Care Discounts
The FPG percentage guidelines are applied annually to gross charges or deductibles and co-payments; patient responsibility; as follows for medically necessary or emergent inpatient and observation admissions; Emergency Room visits; and, outpatient visits.

Income % of FPG	Charity	Patient Responsibility
200% or less FPG	100%	0%
201% up to 220% FPG	95%	5%

221% up to 240% FPG	90%	10%
241% up to 260% FPG	85%	15%
261% up to 280% FPG	80%	20%
281% up to 290% FPG	75%	25%
291% up to 300% FPG	70%	30%
Greater than 300% FPG	0%	100%

Determination

1. A financial counselor will provide a Financial Assistance eligibility determination in writing within thirty (30) days of receipt of all required information. Acceptance: A letter communicating the approval of Financial Assistance and the applicable eligibility period will be sent to the Responsible Party. Upon approval, Liberty Hospital will determine if the responsible party has additional accounts that would qualify for charity discount up to 240 days prior to receipt of the complete application.
2. Denial: In the event Liberty Hospital determines that a Responsible Party is not eligible for Financial Assistance, a written denial letter will be provided to the Responsible Party within the same thirty- (30) day timeframe and will include the reason(s) for denial, the date of the decision, and the instructions for appeal or reconsideration.
3. Appeal: The Responsible Party may appeal the determination of eligibility for Financial Assistance by providing additional information on household income, family size, or medical indigence to Liberty Hospital within thirty (30) days of receipt of notification. All appeals of decisions made by a financial counselor will be reviewed by Billing Office Management. If the appeal results in affirming the previous denial of Financial Assistance, written notification will be sent to the Responsible Party. If the original determination is overturned, a letter communicating the approval will be issued as stated in (1) above.
4. The Responsible Party will continue to receive statements during the consideration of the completed application. Any accounts for such Responsible Party will not be reported to a collection agency until a determination has been made. If an account already has been placed in bad debt status, collection efforts will be suspended until a determination has been made.

Patient Refunds

Liberty Hospital will refund any amount the individual has paid for care that exceeds the amount he/she is determined to be personally responsible for paying as a Financial Assistance Policy eligible individual, unless such amount is less than $5 (or such other amount set by notice or other guidance published in the Internal Revenue Bulletin).

Financial Assistance Policy Availability to Patients

This Policy is available in the Primary Language(s) of Liberty Hospital's service area. In addition, all notices/communications provided in this section shall be available in the Primary Language(s) of Liberty Hospital's service area and in a manner consistent with all applicable federal and state laws and regulations.
Information about the availability of Financial Assistance appears on patient statements and is posted on signs in Liberty Hospital's registration areas. The Financial Assistance Policy, plain language summary of policy and the Financial Assistance Application form with instructions, is available on the Liberty Hospital website. During preadmission/registration (or as soon thereafter as practicable) Liberty Hospital shall provide all patients with a copy of a plain language summary; Found in Appendix C.

Patients or members of the public may request a copy of this Financial Assistance Policy, available at no charge, at Liberty Hospital Patient Registration/Admitting office or by contacting the Billing Office. Liberty Hospital Billing Office contact information is provided under the "Request a Copy" section of this policy.

Patient Billing and Collection

Statements are sent to the Responsible Party to advise them of balances due. Balances are considered delinquent when the Responsible Party fails to make either acceptable payment or acceptable payment arrangements before the next statement. Responsible Parties are notified of delinquent balances by messages on the statements, by phone calls, by final notices or by collection letters. Delinquent accounts may be placed for collection if the Responsible Party fails to respond. The policies and practices of the collection agency follow the Fair Debt Collection Practices Act and 501(r). The agency demonstrates a patient relations approach in all its practices. The agency utilizes a variety of collection methods including letters and phone calls.

Liberty Hospital will not engage in extraordinary collection actions, such as court proceedings, garnishing wages, initiating liens and other actions beyond normal statement generation and account follow-up before making reasonable efforts to determine whether the Responsible Party is eligible for Financial Assistance. Accounts that previously have been identified as bad debt and/or assigned to a collection agency may be subject to retroactive review. For more information on this or actions that may be taken in the event of non-payment, please access Liberty Hospital Billing and Collection Policy on Liberty Hospital's website or contact us at 816-792-7110 or 816-407-4861.

Collection Suit

Liberty Hospital, the collection agency and collection law firm work with patients to avoid filing a suit for collections whenever possible. When settlement or payment arrangements are not agreed to and/or met, Liberty Hospital, or its agents, may file suit to collect on delinquent accounts. When a Responsible Party applies for or is screened for Financial Assistance and is not approved, and the Responsible Party does not start paying amounts timely, under a negotiated arrangement, Liberty Hospital may file suit to collect on delinquent accounts. All requests for suit are approved by the Liberty Hospital CEO or his designee.

If a Responsible Party is in contact with the collection agency or law firm prior to garnishment, an attempt is made to settle the account or negotiate a payment arrangement that is reasonable under the circumstances. If the Responsible Party makes timely payments as agreed under a negotiated arrangement, no garnishment will be requested. Garnishments are filed after judgment is received unless a court ordered stay is in place or a payment arrangement has been negotiated and has not been breached. If the law firm believes that the Responsible Parties employment has been terminated, garnishment may be held until a place of employment is located.

Responsible Parties approved for partial financial assistance may owe a balance on the account. The Responsible Party will receive a Financial Assistance partial approval letter that explains the amount approved for Financial Assistance and the amount the Responsible Party owes. The Responsible Party will receive statements requesting payment. If payment is not made, the account becomes delinquent, and a final notice is sent. If the Responsible Party does not pay the balance, make payment arrangements, or request additional Financial Assistance, the account may be placed with an agency for collection. After placement with an agency the delinquent account may be approved for a collection suit. If judgment is obtained, Liberty Hospital or its agent may garnish wages to recover payment to the extent allowed by law.

Measures to Publicize the Financial Assistance Policy

The measures used to widely publicize this Policy to the community and patients include, but are not limited to the following:

- Posting the Policy, Financial Assistance Application, AGB and Plain Language Summary on the Liberty Hospital website at the following location: www.libertyhospital.org/financialassistance
- Copies of the Policy, Financial Assistance Application (Appendix C) and Plain Language Summary (Appendix D) may be downloaded and printed at the website listed above.
- Paper copies of the Policy, Financial Assistance Application, Plain Language Summary, AGB and our Billing

and Collection Policy are available to patients upon request and without charge. The patient may call to request or ask at the Liberty Hospital Business Office or Patient Registration/Admitting Department.

- Providing information when a patient arrives in person or calls the business office.
- Posting a notice in the emergency department and admitting areas of Liberty Hospital.
- Including a message on the Liberty Hospital patient statements to notify and inform patients of the availability of financial assistance and where to call for information and application.
- Communicated at time of registration in “Notification of FAP” document.

Appendix A -

Many physicians have charity care policies that allow patients to apply for free or discounted care. Patients should obtain information about a physician's charity care policy directly from their physician. This policy does not cover independent physician groups such as – surgeons, anesthesiologists, pathologists, or other physicians employed by the New Liberty Hospital Corporation.

Providers Not Covered by this Policy: Questions about whether a specific provider is covered or not covered should be directed to the Financial Counselor.

Any physician or physician group in private practice
Advanced Spine and Brain Center
Terrence Coleman, M.D., Gastroenterology
Consultants in Gastroenterology, P.C.
Liberty Cardiovascular Specialists
Liberty Cardiothoracic Surgeons
Liberty Hospital Surgeons Clinic
Orthopedics
Midwest Aortic & Vascular Institute, LLC
Nephrology Associates, P.C.
Robert A. Shemwell, D.P. M.
The Ear, Nose & Throat Clinic
Shoaib Neurological Services, PLLC
The Pulmonary & Sleep Clinic
Primary Care Liberty Clinic
Primary Care Excelsior Springs Clinic
Primary Care Kearney Clinic
Primary Care Plattsburg Clinic
Liberty Hospital Urgent Care Shoal Creek
Liberty Hospital Primary Care Shoal Creek
Saint Luke's
Northland Obstetrics and Gynecology
Children's Mercy Neonatology
Professional Anesthesia Care / Northland Pain Consultants – If surgeon does not accept
Kansas City Urology Care, P.A.
Signature Medical Group
Signature Psychiatric at Liberty Hospital
Surgery Center at Liberty Hospital
Gates Hospitalists, LLC

Physicians and Practice Groups Covered by this Policy:
Alliance Radiology (X/Ray, CT, MRI and other imaging interpretations)
Liberty Hospital Emergency Medicine Physicians, LLC
Liberty Hospital Employed Physicians – During Inpatient or Observation hospital care or continuation of hospital care
Professional Anesthesia Care / Northland Pain Consultants – If surgeon accepts
MAWD Pathology (lab interpretations)
Arnold Katz, MD – Rheumatology
Liberty Hospital Pain Management
Breast Surgery Clinic (Non-cosmetic services only)

Appendix B –

Amounts Generally Billed Calculation

Liberty Hospital provides Financial Assistance to medically indigent patients meeting the eligibility criteria outlined in the Financial Assistance Policy for Medically Indigent Patients. After the patient's account(s) is reduced by the Financial Assistance adjustment based on the policy, the patient/ Responsible Party is responsible for the remainder of his/her outstanding patient account, which shall be no more than Amounts Generally Billed (AGB) to individuals who have Medicare fee-for-service and private health insurers for emergency and other medically necessary care. The Look-Back Method is used to determine AGB. Patients or members of the public may obtain the Financial Assistance Policy summary or detailed Financial Assistance Policy and Application document at no charge by contacting the Liberty Hospital Financial Counselor at 816-407-4861 or by visiting the Patient Registration/Admitting Office at 2525 Glenn Hendren Drive, Liberty, MO, 64068.

Amounts Generally Billed are the sums of the estimated amounts allowed by health insurers divided by the sum of the associated gross charges for those claims.

AGB % = Sum of Claims Estimated Allowed Amount $ / Sum of Gross Charges $ for those claims

AGB is calculated on an annual basis.

- Look-Back Method is used. A twelve-(12) month period, April 1 through March 1 (or equivalent) is used;
- Includes Medicare Fee for Service and Commercial payers; and,
- Excludes Payers: Medicaid, Medicaid pending, Medicaid Managed Care, uninsured, and self-pay case rates.

Liberty Hospital
Amounts Generally Billed: 28.2% Effective:
October 01, 2024

Appendix C - Plain Language Financial Assistance for Liberty Hospital Patients

Financial Assistance for Liberty Hospital Patients

If you need assistance paying your medical bills, we may be able to help. If you qualify for Financial Assistance, you can get help for your full payment or part of your bill.

Am I eligible for financial assistance?

This is determined on patient, guarantor, and household income criteria defined by Federal Poverty Guidelines. The Hospital also considers the balance of your assets such as checking accounts, savings accounts, IRAs, CDs, retirement savings, and investments. Also, you must live in one of the following counties that comprise the Hospital's service area: Buchanan, Clay, Caldwell, Carroll, Clinton, Daviess, DeKalb, Gentry, Grundy, Harrison, Jackson, Lafayette, Livingston, Mercer, Platte, Ray or Worth.

If you qualify for assistance, you will not be billed for more than the amount that a patient with insurance/Medicare generally would be billed. View Amounts Generally Billed at www.libertyhospital.org/financialassistance.

What happens if I have a catastrophic medical event?

In situations such as serious medical illnesses or accidents requiring costly treatment, patients who might normally not qualify for Financial Assistance may be approved for assistance.
If you qualify, your responsibility will be whichever is lower:

- 25 percent of your yearly household income; or
- The amount a patient with insurance/Medicare generally would be billed

What if I do not have insurance? Uninsured accounts may be screened for benefits by a trusted partner. You may be asked to provide them necessary information to assist in the process. If it is determined that no benefits are available to you, you may be eligible for an uninsured discount.

When can I apply for assistance?

A patient may apply at any time — before, during or up to 240 days after you receive your first post-discharge billing statement.

How do I apply?

A patient needs to complete a (free) Financial Assistance Application form and provide any requested documentation.
To receive the form:

- Download the form online: http://www.libertyhospital.org/financialassistance
- Financial Assistance Application in English at website above.
- Financial Assistance Application en Español at website above.
- Copies of the form available in English, Spanish or Vietnamese can be obtained through the Liberty Hospital Business Office or Patient Registration/Admitting Office
- Call the Liberty Hospital Business Office at 816-792-7110 or 816-407-4861.
- Visit the Patient Access office at Liberty Hospital, located at 2525 Glenn Hendren Drive, Liberty, MO. 64068.

If you have questions while completing the form, please call us at 816-407-4861.

What services are included in Financial Assistance?

Our Financial Assistance Policy, at website above, covers patient bills for services that are provided in our emergency room, except as indicated below and other medically necessary services.
This policy does not cover independent physician groups such as - surgeons, anesthesiologists, pathologists, or other physicians employed by the New Liberty Hospital Corporation.

Contact us

For additional informational about Financial Assistance, please contact Liberty Hospital's Business Office at 816-792-7110, M-F, 8:00 a.m.-4:30 p.m. For physician bills, contact the Physician Billing Office number listed below:

- Liberty Hospital Clinics: 816-792-7110
- MAWD Pathology (Pathologist)/Change Healthcare : 913-348-2565
- Professional Anesthesia Care/Northland Pain Consultants: 913-617-4100
- Liberty Hospital Urgent Care Shoal Creek: 816-407-4283
- Liberty Hospital Emergency Physicians: 816-656-8648