MANDELL & BLAU, M.D.'s, P.C.
40 HART STREET • BUILDING B
NEW BRITAIN, CT 06052
(860) 229-2059
FAX # (860) 229-8495

JEFFREY S. BLAU, M.D.
E WALLACE, M.D.
JEAN M. WEIGERT, M.D.
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ALISA S. SIEGFELD, M.D.
JULIE S. GERSHON, M.D.
RICHARD GLISSON, D.O.
HENRY JANSSEN, M.D.
JAY DUXIN, M.D.
KENNETH HINES, M.D.

MAMMOGRAPHY
DIAGNOSTIC ULTRASOUND
DIAGNOSTIC RADIOLOGY
C.T. SCANNING

February 21, 2007



Commissioner Vogel
Office of Health Care Access
410 Capital Avenue
Hartford, CT 06134

Dear Commissioner Vogel,

Please find enclosed original and five (5) copies of a Letter of Intent Form 2030 for the purpose of moving an existing MRI practice and adding Cat Scan service to a new location. All information is included in the Letter of Intent. If you need any additional information please feel free to contact me at my office on 40 Hart Street, New Britain, CT 06052, (860) 224-5674.

Thank you for your consideration in this matter.

Sincerely,

Jeffrey Blau M.D.

Jeffrey Blau, M.D.

# State of Connecticut
# Office of Health Care Access
# Letter of Intent Form
# Form 2030



All Applicants involved with the proposal must be listed for identification purposes. A proposal's Letter of Intent (LOI) form must be submitted prior to a Certificate of Need application submission to OHCA by an Applicant, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please complete and submit Form 2030 to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

**SECTION I. APPLICANT INFORMATION**

If this proposal has more than two Applicants, please attach a separate sheet, supplying the same information for each additional Applicant in the format presented in the following table.

| | Applicant One | Applicant Two |
|---|---|---|
| Full legal name | Mandell & Blau, M.D.'s, P.C. | |
| Doing Business As | Open MRI of Farmington Ave | |
| Name of Parent Corporation | | |
| Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail | 40 Hart Street<br>New Britain, CT 06052 | |
| What is the Applicant's Status:<br>P for Profit or<br>NP for Nonprofit | Profit | |
| Does the Applicant have Tax Exempt Status? | Yes **No** | Yes No |
| Contact Person, including Title/Position: This Individual will be the Applicant's Designee to receive all correspondence in this matter. | Jeffrey Blau, M.D. | |
| Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail | 40 Hart Street<br>New Britain, CT 06052 | |
| Contact Person's Telephone Number | (860) 229-2059 | |

| | | |
|---|---|---|
| Contact Person's Fax Number | (860) 224-8495 | |
| Contact Person's e-mail Address | | |

## SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title:

Relocation of MRI of Farmington Avenue

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

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

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

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

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

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

☒ Project expenditure/cost cost greater than $ 3,000,000

☒ Equipment Acquisition

☒ New ☒ Replacement ☐ Major Medical (> $3,000,000)

☒ Imaging ☐ Linear Accelerator

☐ Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over $3,000,000

c. Location of proposal, identifying Street Address, Town and Zip Code:

Blue Back Square, West Hartford, CT, 06107

d. List each town this project is intended to serve: Bloomfield, Farmington, Hartford, Newington, West Hartford

e. Estimated starting date for the project: August 1, 2007

f. Type of project: 19, 20
**(Fill in the appropriate number(s) from page 7 of this Form)**

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

| Type | Existing Staffed | Existing Licensed | Proposed Increase or (Decrease) | Proposed Total Licensed |
|---|---|---|---|---|
| | | | | |
| | | | | |

## SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION

a. Estimated Total Project Cost: $ 2,466,351

b. Please provide the following tentative capital expenditure/costs related to the proposal:

| | |
|---|---|
| Medical Equipment Purchases | $ |
| Major Medical Equipment Purchases | 2,018,034 |
| Non-Medical Equipment Purchases* | 10,957 |
| Land/Building Purchases | |
| Construction/Renovation | 437,360 |
| Other (Non-Construction) Specify:_____ | |
| **Total Capital Expenditure** | **$ 2,466,351** |
| Medical Equipment – Fair Market Value of Leases | |
| Major Medical Equipment – Fair Market Value of Leases | |
| Non-Medical Equipment – Fair Market Value of Leases* | |
| Fair Market Value of Space – Capital Leases Only | |
| **Total Capital Cost** | **$2,466,351** |
| **Total Project Cost** | **$2,466,351** |
| Capitalized Financing Costs (Informational Purpose Only) | $ |

* Provide an itemized list of all non-medical equipment to be purchased and leased.

***SEE ATTACHMENT A***

c. If the proposal has a total capital expenditure/cost of $20,000,000 or more, you may request a Waiver of Public Hearing pursuant to Section 19a-643-45 of OHCA's Regulations? Please check the your preference as follows:

☐ No ☐ Yes

If you checked "Yes" above, please check the appropriate box below:

☐ Energy ☐ Fire Safety Code ☐ Non Substantive

If you checked "Yes" to the Waiver of Public Hearing, please provide the following:

a) Supporting documentation from elected town officials (i.e. letter from Mayor's Office).

**Major Medical and/or Imaging Equipment Acquisition:**

| Equipment Type | Name | Model | Number of Units | Cost per unit |
|---|---|---|---|---|
| **CT Scanner** | **Philips** | **MX8000 IDT 16** | **1** | **$431,732** |
| **MRI** | **Philips** | **Achieva 1.5T** | **1** | **$1,499,858** |

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

***SEE ATTACHMENT B***

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

| | | | | | |
|---|---|---|---|---|---|
| ☒ | Applicant's Equity | ☐ | Capital Lease | ☒ | Conventional Loan |
| ☐ | Charitable Contributions | ☐ | Operating Lease | ☐ | CHEFA Financing |
| ☐ | Funded Depreciation | ☐ | Grant Funding | ☐ | Other (specify): _____ |

## SECTION IV. PROJECT DESCRIPTION

Please provide a description of the proposed project, highlighting each of its important aspects, on at least one, but not more than two separate 8.5" X 11" sheets of paper. At a minimum each of the following items need to be addressed, if applicable.

1. List the types of services are currently being provided. If applicable, provide a copy of each Department of Public Health (DPH) license held by the Applicant.

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

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

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

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

6. Describe the anticipated effect of this proposal on the health care delivery system in the State of Connecticut.

7. Who will be responsible for providing the service?

8. Who are the current payers of this service and identify any anticipated payer changes when the proposed project becomes operational?

***SEE ATTACHMENT C***

**AFFIDAVIT**

**To be completed by each Applicant**

Applicant: Mandell & Blau, M.D.'s, P.C.

Project Title: Relocation of MRI of Farmington Avenue

I, Jeffrey S. Blau, M.D., President
(Name) (Position – CEO or CFO)

of Mandell & Blau, M.D.'s, P.C. being duly sworn, depose and state that the information provided in this CON Letter of Intent (Form 2030) is true and accurate to the best of my knowledge, and that Mandell & Blau, M.D.'s, P.C. complies with the
(Facility Name)

appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

Jeffrey Blau M.D.
Signature

2/21/07
Date

Subscribed and sworn to before me on 2/21/07

Joyce M. Hawrylik
Notary Public/Commissioner of Superior Court

JOYCE M. HAWRYLIK
NOTARY PUBLIC
MY COMMISSION EXPIRES DEC. 31, 2009

My commission expires:

RECEIVED
2007 FEB 22 PM 3:14
CONNECTICUT OFFICE OF HEALTH CARE ACCESS

## Project Type Listing

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

**Inpatient**

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

**Outpatient**

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

**Non-Clinical**

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

# ATTACHMENT A

## EQUIPMENT LIST

**Relocation of MRI of Farmington Ave**
Attachment A

| Equipment | Price | Vendor | Part # |
|---|---|---|---|
| MRI Magnet | $1,499,858 | Philips Quote | |
| Power Injector MRI | $41,250 | MedRad | |
| MR Breast Bx. System | $25,000 | | |
| CT Scanner | $421,731 | Philips Quote | |
| Power Injector CT | $30,195 | MedRad | |
| Stretcher | $2,425 | Newmatic Sound | MRCTS |
| Wheel Chair | $2,035 | Newmatic Sound | WC22 |
| Music System | $5,000 | Avotec | |
| Step Stool | $199 | Newmatic Sound | MCSS |
| Hamper with lid x 2 | $439 | Newmatic Sound | MCLLH |
| I.V. Stand x 2 | $500 | Newmatic Sound | MIVS4 |
| Slide Board | $300 | Alimed | RD9-182 |
| Slide Board holder | $59 | Alimed | RD9-704 |
| Construction and Renovation Costs | | | |
| Construction Costs | $375,000 | | |
| Networking costs | $18,600 | | |
| Waiting Room Furniture | $4,000 | | |
| Contingency 10% | $39,760 | | |
| **Total Project Costs** | **$2,466,351** | | |

# ATTACHMENT B

## EQUIPMENT QUOTE

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

PHILIPS

**Quotation #:** 1-DGU8RS **Rev:** 1 **Effective From:** 07-Dec-06 **To:** 21-Jan-07

**Presented To:**
MRI OF NEW BRITAIN
100 GRAND ST
NEW BRITAIN, CT 06050

Tel:

**Alternate Address:**

**Presented By:**
Jane Aldieri
***Account Manager***
**Tel:** (888) 345-8002 x2482
**Fax:** (914) 570-2396

Randal Herring
***Regional Manager***
**Tel:** (800) 833-3316
**Fax:** (914) 570-2396

**Date Printed:** 07-Dec-06

**Buying Group:** NO CONTRACT **Contract #:** NONE

By signing this quotation and/or issuing the Purchase Order / Orders against this quote, the Customer acknowledges no other contracts, fee payments to third parties or terms and conditions will apply to the solutions, goods, and/or services contained within this quote.

**Submit Orders To:**
100 Summit Lake Dr STE 210
Valhalla NY 10595
Tel: (914) 570-2348
Fax:(914) 570-2396

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

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

## Quote Solution Summary

| Line # | Product | Qty | Price |
|---|---|---|---|
| 1 | 100100 Diamond Select CT | 1 | $421,731.00 |
| | | **Equipment Total:** | $421,731.00 |

## Solution Summary Detail

| Product | Qty | Each | Monthly | Price |
|---|---|---|---|---|
| 100100 Diamond Select CT | 1 | $421,731.00 | | $421,731.00 |

60 Month Equipment + Service Lease Fair Market Value $18,743.10

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

SVC0101 CUSTOMerCARE Gold $13,000.00

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

**Buying Group:** **NO CONTRACT** **Contract #:** **NONE**

**Addt'l Terms:**

By signing this quotation and/or issuing the Purchase Order / Orders against this quote, the Customer acknowledges no other contracts, fee payments to third parties or terms and conditions will apply to the solutions, goods, and/or services contained within this quote.

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

**Payment Terms: 10% With Signed Acceptance of the Quotation, 70% Upon Delivery of Major Components, 20% On Date of Completion of Installation or Product Available for First Patient Use, Whichever Occurs First, Net due upon Receipt**

## 100100 Diamond Select CT

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

| Line # | Part # | Description | Qty |
|---|---|---|---|
| 1 | **NNAD013 | **Diamond Select IDT 16 w/o Workstation PROMO** | 1 |

Diamond Select Advanced Performance MX8000 IDT 16 CT Scanner
SUBJECT TO AVAILABILITY AND PRIOR SALE. AVAILABILITY BASED UPON RECEIPT OF CONTINGENT FREE ORDER AT THE FACTORY (ARO) 90 DAYS.

Philips Medical Refurbished System's Diamond Select Mx8000 IDT 16 delivers 16 simultaneous slices at sub-millimeter collimation, high resolution and isotropic imaging. New large area detectors allow more volume/unit of time in the "z" direction making what was once time consuming will now become a fast and simple advanced clinical application. At the heart of the IDT system is the patented TachTM Technology. This computer chip transfers data from the detector array converting the detector signal to a digital data stream eliminating noise, decreasing dose and improving image quality. The intuitive automated features of the Mx8000 IDT 16 enable clinicians to practice real-time radiology, make advanced applications routine, and optimize clinical and business results.

The Brilliance Workspace User Interface™ environment has been added to the Diamond Select Mx8000 IDT scanner console. The Workspace user environment is a breakthrough in addressing the primary challenge facing multislice CT users today - how to manage the large datasets generated by volumetric acquisitions, while speeding the "time to diagnosis." The Workspace is a Philips-exclusive concept designed and developed in close collaboration with customers. It incorporates new concepts in clinical workflow support and ease-of-use. Workspace is the only CT user environment developed specifically for multislice CT and as such provides you with a host of clinical advantages.

· Solves the multislice data explosion by providing tools to effectively manage large datasets
· Guided Flow™ productivity qualities help you work easier and faster through extremely intelligent design.
· Content-sensitive menus help keep things organized; show you where you've been and where you're going.
· Hints identify the next logical action; most-used functions are always visible and shown most prominently
· Pre-selected protocols assist you in making intelligent decisions
· Common design with other Philips systems means less training time
Based on Philips' Vequion family of medical IT products and solutions, the Workspace is designed as a scalable platform for growth and future applications.

Another key attribute of the Mx8000 IDT 16 is the COBRATM technology, a Cone Beam Reconstruction Algorithm that will avoid and/or correct for artifacts present in reconstruction by reducing pixel to noise ratio resulting in superior image quality. Our vision for multislice technology is about providing customers a gateway to advanced applications and early detection. Philips' Mx8000 IDT 16 is a flexible, productivity-driven scanner with features designed to automate clinical tasks. Already more than fourteen times faster than conventional multislice systems, the ability to acquire up to sixteen spiral slices simultaneously and a very fast reconstruction rate opens the door for new clinical opportunities.

## 100100 Diamond Select CT

| Line # | Part # | Description | Qty |
|---|---|---|---|

Mx8000 IDT 16 provides superior dose control methodologies like DoseRight ACS (Automatic Current Selection) and DoseRight DOM (dynamic dose modulation).

Mx8000 IDT 16 system components include: Gantry, patient table, power distribution cabinet, cooling system/heat exchanger, and the Mx8000 IDT 16 operating, viewing and processing console.

Diamond Select MX8000 IDT 16 Key System Highlights:
- AsymmetrixTM- Philips Medical System's Patented variable wide area detector providing optimal dose efficiency with 24mm total coverage
- Excellerator 800 Mbit/second Ultrahigh speed multislice data acquisition system
- 16-slice acquisition mode - 16 x 0.75mm, 16 x 1.5mm, 8 x 3mm scanning
- 0.5 second scan time for 360 degree scan
- up to 6 images/second reconstruction time, 512 x 512 image
- On-board 60 kW, high frequency, high-voltage generator
- 6.5 M.H.U. high power X-ray tube (80% usable)
- Dynamic Focus System (DFS) doubles data density providing up to 24 Lp/cm ultra-high Spatial resolution, in axial and spiral scanning
- DoseRight ACS (Automatic Current Selection) and DoseRight DOM (dynamic dose modulation)
- Gantry and table controls located on both sides of the gantry and on the operator console
- Large 50 cm field-of-view inside a wide, flared 70 cm aperture
- Multiple-Slice, volumetric spiral scan: up to 97.5s continuous, multiple, bi-directional acquisition
- UltraImageTM
- Bolus Pro Ultra, Spiral Auto Start, Evolving Image, Ultra High Resolution matrices
- Patient couch with 1570mm scannable range
- Real-time image processing: Zoom & Pan, Cine, Multiformat and Image Graphics
- 80cm spiral coverage in one 13 sec. breath-hold with 1.5mm slice thickness
- Windows XP Dell Precision host computer
- DICOM 3.0 compliant image format, archive and networking
- Console Operator's Chair
- One (1) - 18" FLAT PANEL MONITORS FOR MX8000
- One (1) - 100KVA ISOTRAN PLUS FOR MX8000 (50/60HZ)
- One (1) - ALL WEATHER 50/60 HZ SCHREIBER LIQUID CHILLER

IMAGE QUALITY PERFORMANCE
High contrast spatial resolution (measured on bar phantom with clinical protocols)
Ultra-high mode: 24.0 Lp/cm @ cut-off
High mode: 16.0 Lp/cm @ cut-off
Standard mode: 12.0 Lp/cm @ cut-off
Noise:
0.27% as measured on the Philips Medical System's system phantom (21.6 cm water equivalent)
Low contrast resolution:
4.0 mm @ .3% as measured on the 20 cm CATPHAN Phantom
Absorption range:
-1024 to +3072 Hounsfield units

GANTRY & PATIENT TABLE SCANNING SYSTEM
- Multiple-beam continuous rotate/rotate with optimized geometry for low dose imaging.
- Philips' patented AsymmetrixTM detectors: High efficiency two-dimensional solid-state detector array consisting of 16,128 elements arranged in 24 distinct arcs. Software control of element clustering and data routing maximizes efficiency and performance.
Dynamic Range: 1,000,000 to 1
Data Sampling Rate: Up to 2320 views/revolution/element
Gantry Aperture: 700 mm diameter

**100100 Diamond Select CT**

| Line # | Part # | Description | Qty |
|---|---|---|---|

Gantry Tilt: 30° to +30°
Scan Field of View: 50 - 500mm
Slice Collimation: 0.75, 1.5, 3.0 mm
Slice Thickness: 0.6, 0.75, 1.5, 3.0 mm and Fused combinations - sequential axial mode
0.8 - 7.5mm Variable - spiral mode
Scan Angles: 240°, 360°, and 420°
Scan Times: 0.5, 0.75, 1, 1.5, 2 seconds for full 360° scans
(Optional 0.4 seconds for full 360° scans)
Slice Position Indicator: Internal slice plane laser marker
External positioning, triple-axis laser marker
- Controls for gantry tilt, table elevation and stroke are located on both sides of the gantry and on the scan control panel. Large numerical displays for each function ensure accurate control.

PATIENT TABLE
Longitudinal motion:
- Stroke: 2000 mm in normal mode
- Scannable range: 1570 mm
- Speed: 0.5 to 100 mm/sec
- Position accuracy: ±0.25 mm
Vertical motion:
- Range: 480 to 1000 mm above floor
- Speed: 10 mm/sec or 30 mm/sec
Table accessories:
- Carbon-fiber, metal-free head holder ideal for trauma applications
- Full line of mattresses, cushions, supports and strap
Table load capacity:
- 200 kg (450 lbs) with full accuracy
Table Extension:
- Aids in scanning "legs in" position.

SCANNING MODES
Sequential Axial Scanning
- Multiple-slice scan with up to 16 contiguous slices acquired simultaneously with incremental table movement between scans
- Fused modes for reconstructing partial volume artefacts free thick slices from thin slice acquisition
Spiral Scanning
- Multiple-slice spiral acquisition
- Multiple contiguous slices acquired simultaneously with continuous table movement during scans
- Multiple, bi-directional acquisitions
- Spiral exposure: Up to 97.5 sec. of uninterrupted spiral scanning
- Spiral pitch ; 0.13 to 1.7 (user selectable)
- Spiral image reconstruction
- Modes: Concurrent, Off-line, and Evolving Image
- Slice acquisition rate: Up to 38 slices per second in 0.4seconds

Typical spiral performance examples:

| Application | Collimation | Rotation (sec) | Pitch | Coverage (mm) | Scan Time(s) |
|---|---|---|---|---|---|
| Abdomen/Pelvis | 16 x 1.5mm | 0.5 | 1.3 | 400 | 7 |
| Lungs Hi Res | 16 x 0.75mm | 0.75 | 1.3 | 250 | 12 |
| Whole Body | 8 x 3mm | 0.5 | 1.3 | 1200 | 19 |
| Coronary CTA | 16 x 0.75mm | 0.42* | 0.625 | 120 | 7 |

Surview Scanning:
- Radiographic technique for sequence planning and automatic positioning
- Viewing angles: 0°, 90°, 180°

100100 Diamond Select CT

| Line # | Part # | Description | Qty |
|---|---|---|---|

- Longitudinal speed: 100mm/sec
- Measurement increment: 0.3mm
- Scan length: up to 1570mm
- Scan width: 500mm

X-RAY SYSTEM
- Generator power: 60kW
- Three selectable voltages: 90, 120, 140kVp
- Current selectable from: 30 to 500mA in 1mA increment

X-RAY TUBE
- Philip's Patented Dynamic Focal Spot (DFS) for high spatial resolution up to 24 Lp/cm
- Anode heat capacity: 6.5MHU (80% usable)
- Max. anode cooling rate: 730 kHU/min
- Housing cooling rate: 550 kHU/min
- Focal spot (nominal size):
- Standard: 0.8 x 1.2 mm
- Small: 0.5 x 0.7 mm
- Radiation leakage: Compliant with U.S. CDRH, Federal Radiation Performance Standards, 21 CFR, subchapter
- Metal casing tube insert; rotating graphite composite anode; anode heat capacity usable to 80% of nominal capacity, 5.3 million heat units effective capacity

TABLE & GANTRY TILT
Controls for gantry tilt, table elevation and stroke are conveniently located on both sides of the gantry and on the scan control panel. Large numerical displays for each function ensure accurate control

OPERATOR CONSOLE
COMPUTING AND DISPLAY SYSTEM with Brilliance Workspace software
Reconstruction Computer:
- Industry-leading data processing computer based on embedded array of parallel processors, delivering more than 5 GIPS. 108GB SCSI raid system for raw data storage.

Host Computer: Windows XP Dell Precision host computer
Main Memory: 2GB RAM
Operating System: Brilliance user interface with Windows XP, mouse driven Windows-like graphic interface
DATA MANAGEMENT AND ARCHIVING
DICOM 3.0 compliant image format. Lossless image compression/decompression algorithm is used during image storage/retrieval to/from an EOD.
Hard Disk Storage: 146GB capacity
Erasable Optical Disk: 9.1GB EOD Drive
Image Storage Capacity (typical number of images)
512 x 512 image matrix: 146GB HD: 257,121 (uncompressed)
9.1GB EOD: 39,000 (compressed); 19,000 (uncompressed)
NETWORK REQUIREMENTS
Network connections should be located within 10 feet of the console. The Mx8000 IDT 16 supports 10/100mbps (10/100BaseT) network speeds. Philips recommends 100mbps network speed. For optimal performance, network should be segmented from the rest of the hospital network. Category 5 cables are recommended for all installations. Network jacks must be 8 pin modular (RJ45). The Mx8000 IDT 16 should be connected to the network via patch cord connection to the facility infrastructure. The customer is responsible for providing physical network (wire), IP address, default router IP address, and subnet mask for each system installed.

AUTOMATIC EXPOSURE CONTROLS
DoseRight ACS (Automatic Current Selection)
DoseRight ACS feature optimizes the dose for each patient. Based on the planning scan,

**100100 Diamond Select CT**

| Line # | Part # | Description | Qty |
|---|---|---|---|

DoseRight automatically determines the patient diameter and suggests the lowest mAs settings throughout the exam to maintain constant image quality at low dose. The result is consistently high quality images tailored to individual diagnostic preferences. For smaller patients, DoseRight automatic current selection offers potential dose reduction of up to 50%.

DoseRight DOM (dynamic dose modulation)
DoseRight DOM reduces the dose up to 50 percent versus current techniques for certain exams. This technique automatically distributes or controls tube current, increasing the signal over larger areas of attenuation (shoulders, hips, etc.) and decreasing signal over small areas of attenuation. This automatic signal adjustment delivers both dose and noise level reduction, without a loss of resolution or overall image quality. DoseRight DOM modulates the tube current during each rotation according to the patient body symmetry change using specially developed hardware and software algorithms.

DoseRight ACS (Automatic Current Selection) can be used independently or in addition to DoseRight DOM (dynamic dose modulation).

SCAN CONTROL
- Study Procedure Initiation: Intuitive registration of patient information and clinical procedure selection, using anatomic graphical display and sample images.
- Scan Protocols: A large number of pre-defined and user programmable scan protocols including multi-protocol procedures can be stored and retrieved. Scan parameters may be easily modified before the scan and during the study to meet specific clinical needs
- Pilot Plan: Planning via interactive mouse control of multiple, independent acquisition series of any type on Surview image
- Manual Scan: Enables slice-by-slice scans under operator control with on-line or off-line reconstruction, background image archiving to local or remote storage devices. Switching from automatic to manual scan and back is possible at any time
- Automatic Scan: Enables automatic execution of pre-planned studies, with concurrent, on-line or off-line reconstruction, background image archiving to local or remote storage devices, without operator intervention
- Other features include, Window Control, Emergency Button, Intercom System, Enable Button, Pause button

AUTO VOICE/AUTO RECORDING
Includes a standard set of commands for patient communication in several languages. In addition, each operator can record a custom set of commands in his/her own voice.

AUTO FILMING
MasterFilmTM allows the operator to set up and store filming parameters. Pre-stored protocols can be set to include auto-filming. The operator has options to film immediately after each image, at the end of a series, film after the end of a study and review images prior to print. The operator can also automatically film the study at three different windows.

DATA MANAGEMENT
Image archiving is organized according to the DICOM 3.0 hierarchical model, in a DICOM 3.0 compliant image format. Lossless image compression/decompression algorithm is used during image storage/retrieval to/from all local archives. Advanced database type sorting of patients and images enable fast and easy manipulation of files
- Directories: Images and scan raw data files, stored on image hard disk or other archiving media, can be sorted and displayed by patient name, patient number, date, type of image or any other field in the image files
- Image Storage: Storage of displayed image, or series of images, to any archive

100100 Diamond Select CT

Line # Part # Description Qty

- Image Copy: Background transfer of user-selected file groups from any storage device to any other DICOM 3.0 device (local, remote or removable)

RECONSTRUCTION AND DISPLAY
RapidView Reconstruction (ScanTools)
RapidView reconstruction is the result of years of advanced research, and was designed to forever remove the bottleneck between CT scan acquisition and image visualization. RapidView provides dramatic improvements in workflow by displaying images at breakthrough rates, regardless of acquisition speed or reconstruction parameter. The RapidView system employs true cone beam reconstruction algorithms and Philips-patented back projection hardware to provide the user with the images they desire, along with best-in-class reconstruction speeds, without compromise in image quality.
Reconstruction Rate: Up to 6 images per second

Cone Beam Reconstruction Algorithm - COBRA (ScanTools)
Philips' multi-patented ConeBeam Reconstruction Algorithm (COBRA) enables true three-dimensional data acquisition and reconstruction in both axial and spiral scanning. This avoids and/or corrects artifacts present in reconstruction by reducing pixel to noise ratio, resulting in superior multislice image quality.

Reconstruction Modes
Concurrent: Axial and spiral modes - image reconstruction concurrent with acquisition
Off-Line (batch): Background image reconstruction of user-defined groups of raw data files with automatic image storage.

Evolving Reconstruction (ScanTools)
Provides real-time 256 x 256 matrix image reconstruction and display in step with spiral acquisition. Images can be modified for window width and level, zoom and pan prior to reconstruction. At the end of the acquisition, all images are updated with the desired viewing settings.

Add Reconstruction (ScanTools)
Enables quick and easy unplanned or modified reconstructions of part or all of the images prospectively or retrospectively planned.
Reconstruction parameters
Any study can be set up to automatically reconstruct using various reconstruction parameters. Exams can be tailored online while planning the scan, or during off-line recon. Up to six different reconstruction assignments are possible for each study. Image reconstruction parameters include image matrix, filters, enhancements, zoom and pan, and archive. Image Matrix: 512, 768, and 1024 matrices

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

Image Processing (ScanTools)
The interactive image viewer is designed for fast, efficient and simple image review and filming purposes. Images can be handled individually or in user-selected groups.
- Image viewer window: Displays a single image or a selection of images.

**100100 Diamond Select CT**

| Line # | Part # | Description | Qty |
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- Zoom & Pan: Magnification from 0.8 to 10 times
- Scroll Bar, Leaf and Cine, Invert Image, Image Parameters Display

Image Graphics (ScanTools)
To help interpret clinical images, a variety of text and graphic aids can be individually positioned and manipulated with the mouse:
- Text annotation
- Cursors for pixel value measurements.
- Regions of Interest (ROI) - elliptical, rectangular, curved or freehand, with instantaneous calculation and display of area, average pixel value and standard deviation. Values of several ROIs may be added or subtracted.
- Lines, grid and scales for distance measurements, curved and freehand lines for measuring any shape.
- Arrows for pointing to features.
- Angle measurements.
- Histogram of pixel values in a user-defined region of interest.
- Profile of the pixel values along any line.
- Grid with adjustable spacing for distance assessment

Window Control (ScanTools)
- Eight user-defined preset windows provide fast and convenient window setting. Mouse-driven fine adjustments of the window center and width enable optimal image viewing
- Highlight Window: paints user-defined range of CT densities in color.
- Double Window: Simultaneous displays two independent CT density ranges on the same image, i.e. thorax slice with lung and mediastinum windows
- Invert Window: Ability to toggle between negative and positive image.

Post-Processing Analysis Tools
SlabViewer (ScanTools)
MPR- Multiplanar Reformation (ScanTools)
Maximum or Minimum Intensity Projection (MIP) (ScanTools)
3-D SSD Reconstruction (ScanTools)

MasterCut (ScanTools)
With the MasterCut feature, MPR (Multiplanar Reformatting) curved cuts along vascular structures can be defined on Maximum Intensity Projection (MIP) or volume rendered images to display panoramic and cross-sectional views that accurately visualize the vasculature.

RelateSlice (ScanTools)
RelateSlice is a Philips-exclusive tool provided in Volume Rendering, 3-D SSD, MIP, and MPR, that correlates the axial image to a user-selected location on multiplanar views and renderings. RelateSlice makes it easy for a user to compare the axial image to its post-processed presentation, improving the user's productivity and diagnostic confidence.

Masterlook (ScanTools)
An automated real-time image enhancement, or smoothing, that can be defined for up to three independent density ranges, such as lung, soft tissue and bone.

3-D Small Volume Analysis (ScanTools)
3-D Small Volume Analysis permits tumor or nodule characterization with respect to growth rates within the 3-D application. This tool uses automatic segmentation for help in identifying a solitary nodule or tumor (early staging of lung cancer), and measures volumetric parameters such as nodule volume, long axis, and short axis for follow-up purposes.

## 100100 Diamond Select CT

| Line # | Part # | Description | Qty |
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Q-CTA - Quantitative CT Measurement Tool Package (ScanTools)
Q-CTA is a tool kit for quantitative measurements of anatomic structures, such as vasculature pathology from 2-D, 3-D or volume-rendered images.

CT Time Lapse
Graphic display of CT pixel values vs. time is available for analysis of uptake and perfusion of contrast media with time.

Volume Rendering (ScanTools)
Philips advanced volume rendering 3-D visualization software provides unique simultaneous visualization of vasculature, soft tissue and bone. Unlike conventional 3-D or MIP, volume-rendering visualization offers real time interactive control over opacity and transparency values. This permits viewing through and beyond surrounding structures, such as metallic stents and arterial calcifications, and virtually eliminates the need for organ segmentation.

PHYSICAL SPECIFICATIONS:
Power Cabinet Requirements: 380 to 480 VAC 3-phase, 8.0 kVA continuous, 90 kVA instantaneous.

ENVIRONMENT:
Operating Temperature
Gantry Room: 15-28 ° C (59-82° F)
Console Room: 15-28° C (59-82° F)
Utility Room: 15-28° C (59-82° F)
Max. Temperature Gradient: 5° C/hr
Humidity: 20% - 75%, non-condensing

Uninterruptible Power Supply for Mx8000 Console provides a full 10 minutes of battery back-up for computer/reconstruction system. Mounts in the Power Distribution Cabinet.

DICOM Modality Worklist
Package includes all hardware, software and software licenses necessary to support connection to hospital information or radiology information systems (HIS/RIS) via DICOM modality worklist.

Spiral Auto Start (SAS):
Hardware connection between contrast injector and Mx8000 IDT 16. Scan initiation is triggered from contrast injector with user selectable preset delay.

Bolus Pro Ultra:
BolusPro Ultra is an automated injection planning technique for Philips Mx8000 IDT 16 CT system. It enables the user to monitor actual contrast enhancement and initiates scanning at predetermined enhancement level. There are two BolusPro Ultra modes: Manual Start, and Auto Tracker Start initiated by injector trigger. Auto Tracker Start by injector trigger feature requires the Mx8000 IDT 16 to be equipped with the Spiral Auto Start (SAS) option and a SAS compatible contrast injector. Then the time from injection start is counted down, and the scanner is automatically initiated after a preset interval. This delay helps save patient irradiation at the beginning of the injection, when the Contrast agent cannot yet be viewed.

Evolving Image:
Real-time 256 x 256 matrix image reconstruction and display in step with spiral acquisition. At the end of the acquisition, all images are updated.

Ultra High Resolution Matrices (768 and 1024)
This facility enables ultra high-resolution scanning in large fields of view. This package is ideal for lung and temporal bone imaging.

## 100100 Diamond Select CT

| Line # | Part # | Description | Qty |
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Stereotaxis
Software package for CT-aided stereotactic surgery planning.

The following "options" are included in this quotation:
One (1) - 18" FLAT PANEL MONITOR FOR MX8000
18" high-resolution flat panel color monitor. Flat panel LCD design saves space and weight when compared to conventional CRT-based monitors. One (1) for the Mx8000 console.

One (1) –10 MINUTE COMPUTER BACK UP
Uninterruptible Power Supply for Mx8000 Console provides a full 10 minutes of battery back-up for computer/reconstruction system. Mounts in the Power Distribution Cabinet.

One (1) - 100KVA ISOTRAN PLUS FOR MX8000 (50/60HZ)
Teal MCT 100/480 Isotran Plus isolation voltage adapting transformer for Mx8000.
Input voltage: 200/208/240/380/400/416/480/500, 3-phase, delta plus protective earth. 50 / 60 Hz.
Output voltage: 480 VAC (277 VAC wye).
Includes: Programmable input circuit breaker.
Includes: TVSS (Transient Voltage Surge Suppression), load side filtration for noise attenuation and remote control contactor.
Weight: 598 lbs. (271 kg)
Dimensions: 27.8" (70.7 cm) wide, 20.5" (52.1 cm) deep, 44.0" (111.8 cm) high.

One (1) - ALL WEATHER 50/60 HZ SCHREIBER LIQUID CHILLER FOR MX8000
Schreiber liquid 4-ton chiller will provide 48,000 BTU/HR of cooling at 44 degrees Fahrenheit chilled leaving water at 95 degrees ambient air. Operating above 110 degrees Fahrenheit ambient will cause significant loss of capacity. Check with factory for high temperature modifications and site considerations. Chilled leaving water can be adjusted between 36 to 75 degrees. Unit includes 2 hp pump and 1-inch adjustable bypass to meet equipment pressure and flow requirements. Chiller includes 45 gallon insulated stainless steel reservoir that is not pressurized. Chiller system comes with a one-year Schreiber parts and labor warranty. Call factory for repair authorization.
Available 3-phase a.c. input line voltages:
- 208V - 230V 60 Hz
- 440V - 480V 60 Hz
- 575V - 600V 60 Hz
- 200V 50 Hz
- 380V - 415V 50 Hz
Comprising:
- Schreiber Model # 400 AC.

The Philips Medical Systems training program consists of 32-hours of on-site Clinical Education, scheduled as follows:
Day 1:
AM: Clinical Education Specialist en route to your site. Contact will be made prior to map out your training requirements. Training begins during the pm portion of the first day.
PM: Introductions, review of schedule, and training. 4 Hours of Clinical Training will be provided.
Day 2:
Schedule a light clinical caseload. 8 Hours of Clinical Training will be provided.
Day 3:
Schedule a light clinical caseload. 8 Hours of Clinical Training will be provided.
Day 4:
Schedule a light clinical caseload. 8 Hours of Clinical Training will be provided.
Day 5:

## 100100 Diamond Select CT

| Line # | Part # | Description | Qty |
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Schedule a light clinical caseload. 4 Hours of Clinical Training will be provided. Final review of equipment operation will be done before departure. Clinical Education Specialist departs at noon. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during training sessions except to demonstrate proper equipment operation.

The CT Follow-up training program consists of 24-hours of on-site Clinical Education, scheduled as follows:
Day 1:
AM: Clinical Education Specialist en route to your site. Contact will be made prior to map out your training requirements. Training begins during the pm portion of the first day.
PM: Introductions, review of schedule, and training. 4 Hours of Clinical Training will be provided.
Day 2:
Schedule a light clinical caseload. 8 Hours of Clinical Training will be provided.
Day 3:
Schedule a light clinical caseload. 8 Hours of Clinical Training will be provided.
Day 4:
Schedule a light clinical caseload. 4 Hours of Clinical Training will be provided. Final review of equipment operation will be done before departure. Clinical Education Specialist departs at noon. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during training sessions except to demonstrate proper equipment operation.

FOLLOW-UP PROCEDURES
Following equipment handover, questions regarding the operation of the system should be addressed to the:
Clinical Education Information Line @ 1-800-248-1179. Messages will be returned within 24-hours by a Clinical Education Specialist during regular business hours of 8:00 am to 6:00 p.m. EST. As this is not a training line, calls are limited to 15 minutes. Service or technical calls should go through the service call line.
Note: As our training programs are continuously updated, this guideline is subject to change.

Note: All elements must be taken within 1 year of purchase.

System 12 months warranty. System subject to availability and prior sale.

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| 2 | **989801230180 | **Console UPS** | 1 |

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

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| 3 | **989801292044 | **Add'l on-site clinical training - 16 hrs** | 1 |

The Philips Medical Systems training program consists of 16 of on-site Clinical Education scheduled as follows:

Day 1:
AM: Clinical Education Specialist en route to your site. Contact will be made prior to map out your training requirements. Training begins during the pm portion of the first day.
PM: Introductions review of schedule and training. 4 Hours of Clinical Training will be provided.

Day 2:
Schedule a light clinical caseload. 8 Hours of Clinical Training will be provided.

## 100100 Diamond Select CT

| Line # | Part # | Description | Qty |
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Day 3:
Schedule a light clinical caseload. 4 Hours of Clinical Training will be provided. Final review of equipment operation will be done before departure. Clinical Education Specialist departs at noon.

Note: Philips personnel are not responsible for actual patient contact or operation of equipment during training sessions except to demonstrate proper equipment operation.

FOLLOW-UP PROCEDURES
Following equipment handover questions regarding the operation of the system should be addressed to the:
Clinical Education Information Line @ 1-800-248-1179. Messages will be returned within 24-hours by a Clinical Education Specialist during regular business hours of 8:00 am to 6:00 p.m. EST. As this is not a training line calls are limited to 15 minutes. Service or technical calls should go through the service call line.
Note: As our training programs are continuously updated this guideline is subject to change.

Note: All elements must be taken within 1 year of purchase.
Education entitlements expire one (1) year from equipment delivery date.

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| 4 | **SP007** | **Rigging Charges** | 1 |

Rigging

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| 5 | **SP105** | **Education Courses(s)** | 1 |

Travel Package, 2 Technologists
Education entitlements expire one (1) year from equipment delivery date.

## 100100 Diamond Select CT

NET PRICE $421,731.00

Buying Group: NO CONTRACT Contract #: NONE

Addt'l Terms:

By signing this quotation and/or issuing the Purchase Order / Orders against this quote, the Customer acknowledges no other contracts, fee payments to third parties or terms and conditions will apply to the solutions, goods, and/or services contained within this quote.

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

Price above does not include any applicable sales taxes.

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

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

Tax Status:

Taxable_____ Tax Exempt_____

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

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

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

## 100100 Diamond Select CT

## OPTIONS

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

| Line # | Part # | Description | Qty | Each | Price |
|---|---|---|---|---|---|
| 1 | **989801230131 | **DICOM Modality Worklist** | 1 | $15,352.50 | $15,352.50 |

Package includes all hardware software and software licenses necessary to support connection to hospital information or radiology information systems (HIS/RIS) via DICOM modality worklist.
Comprising:

- DICOM modality worklist package.

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| 2 | **989801210004 | **Medrad Stellant SX CT Injector - SGL OH** | 1 | $30,195.00 | $30,195.00 |

Medrad Stellent SX CT - Single Syringe Overhead System: Medrad Catalog # 3007300 The Stellant CT Injection System is comprised of the injector head located in the screening room and a touch screen Display Control Unit (DCU) and Base unit which is typically located in the control room. The three components are connected by a communication link. Control console system with 200 ml variable speed injector head with automatic docking Auto Advance and Auto retract. Includes touch screen display input 75 ft. cable to control console injector head overhead mount operation manual and two 200 ml syringe kits. Medrad is responsible for the unpacking assembly and installation of the CT Injector equipment. Medrad will be available for technical assistance by phone: call (412) 767-2400. Medrad will also provide an operational checkout final calibration in-service of the equipment and initial applications training. Please contact the local Medrad sales office at least two weeks in advance to schedule installation. Call (412) 767-2400. Philips does not warranty the Medrad Envision CT Injector System but will pass on the Medrad warranty. Medrad warrants each new injector system; including control unit display control remote panel and injector head sold in North America and Europe against defects in material and workmanship under proper normal use and service for a period of one year (12 months) from the date of installation. There will be no charge for any action deemed necessary by Medrad including parts travel or labor to fulfill the terms of the warranty during normal business hours (8:30am to 5:00pm local time Monday through Friday except holidays). Not compatible with PQ/UltraZ/Mx8000 injector Interface. NOT compatible with MCT8651 SAS Spiral Auto Start on Mx8000.

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| 3 | **989605200521 | **Teal 100kVA Isotran Plus** | 1 | $14,790.00 | $14,790.00 |

Teal 100 kVA isolation voltage adapting transformer:

Input voltage: 200/208/240/380/400/416/480/500, 3-phase, delta plus protective earth. 50/60 Hz
Output voltage: 480 VAC (277 VAC wye).
Includes: Programmable input circuit breaker.
Includes: TVSS (Transient Voltage Surge Suppression), load side filtration for noise attenuation and remote control contactor.
Weight: 598 lbs. (271 kg)
Dimensions: 27.8" (70.7 cm) wide, 20.5" (52.1 cm) deep, 44.0" (111.8 cm) high.

# Terms and Conditions of Sale

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

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

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

3. Payment Terms.

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

4. Leases. In the event the Customer desires to convert the purchase of any product to a lease, the Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Philips not later than ninety days prior to the date of the availability for delivery of major components of the product. The Customer is responsible for converting the transaction to a lease, and is required to secure the leasing company's approval of all of the terms and conditions in the quotation without modification. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same.

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

6. Shipment and Risk of Loss.

- 6.1 Philips will use reasonable efforts to ship the product to the Customer by the date specified on the face or above pages of the quotation, or as otherwise agreed in writing. Philips will ship the product according to Philips' standard commercial practices at Philips' expense. Philips may make partial shipments. Prior to the shipment of any product, Philips may change the construction or the design of the product without notice to the Customer as long as the function, footprint, and performance of the product are not substantially altered. Philips may use refurbished components in the manufacture and repair of the products. All refurbished components are subject to the same inspection and quality control procedures as all other materials used in the manufacture of the products, and shall be warranted to the same extent as all other components under the warranty.
- 6.2 Title to any product (excluding software), and the risk of loss or damage to any product shall pass to the Customer F.O.B. destination.
- 6.3 If the Customer requests a delay in the date major components of the product are available for delivery, then Philips will place the product in storage and the unpaid portion of the purchase price shall be due. Philips will pay all storage fees and will bill the Customer for all such fees.

7. Installation.

- 7.1 The Customer shall provide Philips full and free access to the installation site, and suitable and safe space for the storage of the products before installation. The products will be installed during normal working hours. Philips will unpack the product, construct applicable pads (if required for certain products), connect the product to a safety switch or breaker to be installed by the Customer, and calibrate and test the product. The Customer shall provide any and all plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in the quotation), ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. If local labor conditions (including union requirements or strikes) make it impracticable for Philips' employees to install the products, then the installation shall be performed by personnel supplied by the Customer, or by an independent contractor chosen by the Customer at the Customer's expense and Philips shall deduct such installation costs from the invoice. In each such case, Philips will provide engineering supervision during the installation.
- 7.2 The Customer shall be responsible, at its expense, for the preparation of the installation site where the product will be installed, including any required structural alterations. The site preparation shall be in compliance with all safety, electrical, and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of the Customer. The Customer shall advise Philips of conditions at or near the site that could adversely affect the installation, and shall ensure that those conditions are corrected and that the site is fully prepared and available to Philips before the installation work begins. The Customer, at its expense, shall obtain all permits and licenses required by federal, state, or local

authorities in connection with the installation and operation of the product, including any certificate of need and zoning variances. PHILIPS MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED OR USED OR THE FITNESS OR ADEQUACY OF ANY SITE DRAWINGS FURNISHED BY PHILIPS.

- 7.3 The Customer shall ensure, at no charge to Philips, that there are no obstacles preventing Philips from moving the product from the entrance of the Customer's premises to the installation site. The Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. Philips assumes that no hazardous material exists at the installation site. If any such material exists, the Customer shall be responsible for the proper removal and disposal of the material at the Customer's expense.

8. Product Warranty.

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

9. Software and Licenses.

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

10. Patent Infringement Claims.

- 10.1 Philips shall defend or settle any claim against the Customer that a Philips product provided in the quotation infringes a valid claim under a United States patent provided that the Customer (i) provides Philips prompt written notice of the claim, (ii) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim, and (iii) gives Philips sole control of the defense or settlement of the claim. The provisions of this section shall not apply in the event of any sale or other transfer of the product by the Customer.
- 10.2 In the event the products are found or believed by Philips to infringe such a claim, Philips may, at its option, (i) procure the right for the Customer to use the product, (ii) replace or modify the product to avoid infringement, or (iii) refund to the Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from Philips' compliance with the Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by the Customer; modifications to the product by the Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with products not manufactured by Philips if infringement would have been avoided by the use of a current unaltered release of the products; or use of the products after Philips has offered the Customer one of the options described in this section. The terms in this section state Philips' entire obligation and liability for claims of infringement, and the Customer's sole remedy in the event of a claim of infringement.

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

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

13. Confidentiality. Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers and/or its patients, and the quotation and its terms, including the pricing terms under which the Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party shall disclose such information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The obligation to maintain the confidentiality of such information shall not extend to information in the public domain at the time of disclosure, and/or information that is required to be

disclosed by law or by court order.

14. Compliance with Laws. Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996. Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.

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

- 15.1 Each party shall be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.
- 15.2 If the Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, the Customer's financial obligations to Philips shall remain in effect.
- 15.3 The Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, and any attempted assignment without such consent shall be of no force or effect.
- 15.4 The Customer shall assume sole responsibility for obtaining any required export authorizations in connection with the Customer's export of the products from the country of delivery.
- 15.5 All transactions contemplated by the quotation shall be governed by the laws of the State of New York without regard to the principles of choice of law.
- 15.6 The terms and conditions in the quotation constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation, and supersede any previous understandings or agreements between the parties whether written or oral regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. The Customer's additional or different terms and conditions whether stated in a purchase order or other document issued by the Customer are specifically rejected and will not apply to the transactions contemplated by the quotation. The Customer's submission of a purchase order shall evidence the Customer's agreement that these terms and conditions may not be changed except in a writing signed by the parties.
- 15.7 The headings in the quotation are intended for convenience only, and shall not be used to interpret the quotation.
- 15.8 If any provision of the quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.
- 15.9 Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth on the face or above pages of the quotation.
- 15.10 The failure of the Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of the quotation.
- 15.11 The Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. The Customer will not exercise any right of offset in connection with the terms and conditions in the quotation, or in connection with any other agreement, contract, or account with Philips.

**LICENSE AGREEMENT-OPERATING SOFTWARE**

1. This license agreement (the "License Agreement") is by and between Philips Medical Systems North America Company ("Philips") and the Customer identified below, and is entered into as part of the sale of certain products identified on the face or above pages of the quotation attached to this License Agreement. This License Agreement does not supersede or replace any terms of the quotation and any document attached to or a part of the quotation, or support agreements applicable to the products.
2. Upon the Customer's use of the product for any purpose, Philips grants to the Customer a non-exclusive and non-transferable right and license to use the computer software package (the "Software") necessary for the operation of the product on the terms and conditions in this License Agreement. The license shall continue for as long as the Customer continues to own the product, except that Philips may terminate the license in the event of any default by the Customer. The Customer shall return the Software and any authorized copies thereof to Philips immediately upon expiration or termination of this license.
3. The license does not extend to any Philips maintenance or service software and documentation provided with the product and/or located at the Customer's premises. Such software and documentation is intended solely to assist Philips and its authorized agents to install and to test the products, or to assist Philips and its authorized agents to maintain and to service the products under a separate support agreement with the Customer. The Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents only.
4. The license granted to the Customer does not include any right to use the Software for purposes other than the operation of the product. The Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Software for any purpose without the prior written consent of Philips. If such consent is obtained, the Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions.
5. The license granted to the Customer shall not affect the exclusive ownership by Philips of the Software or of any trademarks, copyrights, patents, trade secrets, or other property rights of Philips (or any of Philips' suppliers) relating to the Software.
6. The Customer agrees that only authorized officers, employees, and agents of Customer will use the Software or have access to the Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose any part or all of

the Software, or permit any part or all the Software to be used by any person or entity other than those identified in this License Agreement. The Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and the Customer agrees to preserve the confidentiality of information provided to Philips under such third party license agreements.

7. If the Customer modifies the Software in any manner, all warranties associated with the Software and the products shall become null and void. If the Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Software, the Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.
8. The Software is licensed to the Customer on the basis that (a) the Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.
9. The liability, if any, of Philips for damages whether arising from breach of the terms in this license, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the Software, the products, and services is limited to an amount not to exceed the license fee applicable to the Software.
10. THE WARRANTIES SET FORTH IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT AND THE SOFTWARE AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION ATTACHED TO THIS LICENSE AGREEMENT, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS (INCLUDING THE SOFTWARE), OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS LICENSE AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.
12. The Software shall be used only on the product referenced in the quotation.

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

PHILIPS

| **Quotation #:** 1-DGU8RS | **Rev.** 1 | **Effective From:** 12/07/2006 | **To:** 01/21/2007 |
|---|---|---|---|

**Presented To:**

MRI OF NEW BRITAIN
100 GRAND ST
NEW BRITAIN, CT 06050

Tel:

**Alternate Address:**

**Presented By:**

Jane Aldieri
***Account Manager***
**Tel:** (888) 345-8002 x2482
**Fax:** (914) 570-2396

Randal Herring
***Regional Manager***
**Tel:** (800) 833-3316
**Fax:** (914) 570-2396

**Date Printed:** 07-Dec-06

**Submit Orders To:**

22100 Bothell Everett Hwy
Bothell, WA 98021-8431
Tel: (800) 982-2011
Fax: (425) 487-8110

| Model | Months | Qty | Service Plan |
|---|---|---|---|
| 100100 Diamond Select CT | 48 | 1 | SVC0101 CUSTOMerCARE Gold |

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

# POINT OF SALE SERVICE CONTRACT SECTION



**Philips Customer Services Ranked Best by IMV ServiceTrak™ Survey in 2005**

* Philips Medical Ultrasound and Patient Monitoring businesses claim #1 ranking in IMV survey
* Overall, Philips Medical one of the best for all diagnostic imaging services
* Most importantly, IMV rated Philips Medical Engineers highest across all service delivery measures

## Diamond Select CT

| Additional Equipment Covered | Part # |
|---|---|
| IDT 16 w/o Workstation PROMO | NNAD013 |

| Item # | Part # | Description |
|---|---|---|
| 1 | SVC0101 | **CUSTOMerCARE Gold** |

**Philips Medical Systems CUSTOMerCARE Gold Service Agreement:**

- Labor and travel coverage from 8:00 am - 5:00 pm, Monday - Friday, excluding holidays
- Priority Service Response
- Preferred rates for labor and travel outside coverage hours
- Parts coverage - excluding consumable items and other items listed in the Terms and Conditions provided with this agreement
- Priority parts delivery
- 98% Uptime Guarantee
- Planned Maintenance Service
- 25% Discount on future upgrade purchases
- Operating System Software Updates
- Hardware Reliability Updates
- 30 Continuing Education Units (CEUs) from Philips On-line University per year

| | | |
|---|---|---|
| 1.1 | SVC00094 | **Quad/Dual CT Tube Coverage–Med.< 250,000 Scan Sec.** |

Multi-Slice CT tube coverage based on customer estimate of 250 0 exposures per year. Adjustments for actual exposures over 250 0 per year will be charged at $0.50 per exposure. Periodic monitoring of actual exposures will be accomplished by Philips.

## Diamond Select CT

**Service Plan:** **SVC0101 CUSTOMerCARE Gold**
**Quantity:** **1**

***To commence at a time of system warranty expiration***

**Select Payment Terms Desired:**

| Select Choice * | Payments Plans | Single System Net | Total Net |
|---|---|---|---|
| ☐ | 48 Monthly Payments at | $13,000 | $13,000 |
| ☐ | 16 Quarterly Payments at | $39,000 | $39,000 |
| ☐ | 4 Annual Payments at | $156,000 | $156,000 |
| ☐ | Single Payment at | $624,000 | $624,000 |

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

*Prices above do not include any applicable sales taxes*

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

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

Customer Agreement as Quoted

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

BY: X _____
Customer Signature

_____
Printed Name

Title _____ Date _____

## For Headquarters Use Only

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

_____
Signature

Title _____ Date _____

Diamond Select CT

## EQUIPMENT CONFIGURATION OPTION PRICING

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

| Item | Part # | Description | Qty | Annual Price |
|---|---|---|---|---|
| 1 | 989801210004 | Medrad Stellant SX CT Injector - SGL OH | 1 | $4,000.00 |

# Service Agreement Terms and Conditions

**PHILIPS MEDICAL SYSTEMS**

**Philips Medical Systems North America Company, a Division of Philips Electronics North America Corporation** ("Philips") will perform the services ("Services") listed below and on the above pages of this service agreement and any exhibits ("Exhibits") attached to it (together, the "Agreement") under the following terms and conditions:

**1. SERVICE**
Unless otherwise set forth in the Exhibits, Philips will provide Customer the Services on the equipment identified ("Equipment"), at the location described ("Equipment Site"), and for the prices set forth in this Agreement, including:

a. Equipment quality performance assurance service as scheduled by Philips to include a general system inspection and review of system operation, calibrating the system as necessary, system lubrication and filter replacement or cleaning, completing minor operational and reliability field engineering change notices or updates and other remedial maintenance of a non-emergency nature. Philips will provide such planned maintenance during the Service Coverage hours (as defined in Paragraph 3 below) at a time that is mutually agreed upon; and

b. Repair service, due to Equipment malfunction, as required. Repair service includes the cost of Philips replacement parts as required on an exchange (refurbished) or new part basis and labor to install Philips replacement parts. Replaced parts become Philips' property and will be promptly removed by Philips from the Equipment Site.

**2. EXCLUSIONS**
The Services do not include:

a. servicing or replacing components of the Equipment other than those listed in the Exhibits;
b. providing any service or parts specifically excluded under this Agreement;
c. providing or paying the cost of any rigging, facility, structural alteration, or accessory incident to the Services or Equipment;
d. servicing the Equipment if the Equipment Site or Equipment is contaminated with blood or other potentially infectious substances;
e. any service necessary due to:
(1) a design, specification or instruction provided by Customer or Customer representative;
(2) the failure of anyone other than Philips' subcontractor or Philips to comply with Philips' written instructions or recommendations;
(3) any combining of the Equipment with a product or software of other manufacturers other than those recommended by Philips;
(4) any alteration or improper storage, handling, use or maintenance of the Equipment by anyone other than Philips' subcontractor or Philips;
(5) damage caused by an external source, regardless of nature;
(6) any removal or relocation of the Equipment; or
(7) neglect or misuse of the Equipment;
f. any cost of materials, supplies, parts or labor supplied by any party other than Philips or Philips' subcontractors;
g. the cost of consumable materials, including but not limited to cushions, knee supports, pads, magnetic media, cryogens, PET calibration sources, film, batteries or other supply items, unless specifically included in this Agreement;
h. the cost of factory reconditioning;
i. repairing any problems arising out of the failure of the Equipment to recognize or process two-digit year data and information;
j. providing software updates, back-up copies of software, or the programming of custom code;
k. maintenance or repair, including the cost thereof, of third-party products including but not limited to HVAC systems and chiller systems, unless specifically included in this Agreement; or
l. the cost of nuclear camera detector crystals, surface coils, flat panel detectors, magnet replacement, magnet refrigeration system (coldhead, compressor, chiller), power conditioners, power filters, surge suppressors, uninterruptible power supplies and evacuated devices such as x-ray tubes, image intensifier tubes, TV camera pick-up tubes, photo multiplier tubes, and CRTs, unless specifically included in this Agreement.

**3. COVERAGE**
Unless otherwise set forth in the Exhibits, Philips will provide Customer the Services Mondays through Fridays, 8:00 AM to 5:00 PM Customer local time, excluding Philips observed holidays ("Service Coverage"). Unless otherwise set forth in the Exhibits, travel necessary to perform the Services during the Service Coverage hours is included. Subject to the availability of personnel and repair parts, Philips will provide, at Customer request and additional expense, service relating to certain excluded items (invoiced at Philips' then-current standard rates for material and labor) or service outside the Service Coverage hours (invoiced at Philips applicable rates for out-of-hours service of this type in effect for service contract customers with this Equipment, including round trip travel time). Customer will be charged a minimum of two hours on-site time plus applicable travel charges per service visit. Other travel expenses and overnight living expenses will be charged at actual cost in accordance with Philips standards for business expense reimbursement of Philips' employees.

**4. CUSTOMER RESPONSIBILITIES**
During the term of this Agreement, Customer will:

a. assure that the Equipment Site is maintained in a clean and sanitary condition and that the Equipment is cleaned and decontaminated after contact with blood or other potentially infectious material;
b. dispose of any hazardous or biological waste generated as a result of Philips servicing the Equipment;
c. maintain the Equipment Site and environment (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system) in a condition suitable for operation of the Equipment;
d. operate the Equipment in accordance with the published manufacturer's operating instructions;
e. make normal operator adjustments to the Equipment as specified in the published manufacturer's operating instructions;
f. provide Philips service personnel full and free access to the Equipment and Philips' remote services network ("RSN") router, at the scheduled service time. Customer's failure to provide access at the scheduled time will constitute Customer's waiver of the scheduled planned maintenance service and may void Agreement coverage of Equipment malfunctions until such time as planned maintenance service is completed. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the Equipment;
g. provide Philips a secure location to store one Philips' RSN router (or a Customer owned router acceptable to Philips at Customer's option) for connection to the Equipment and Customer network; and
h. at all times during the term specified in this Agreement provide Philips with a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable for connection to Customer's network for Philips use in remote servicing of the Equipment, updating the Equipment software, uploading of Equipment error logs and utilization data, transmitting automated status notifications from the Equipment to Philips, and performing real-time screen sharing with Customer's personnel.

**5. PAYMENT**
All payments under this Agreement are due upon Customer's receipt of Philips' invoice until the Agreement amount and all applicable taxes and interest are paid in full. Customer will pay interest on any amount not paid when due at the lesser of 1.5% interest per month or the maximum rate permitted by applicable law.

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

**7. TERM; TERMINATION**
Except as otherwise provided in this Paragraph 7, this Agreement is noncancelable by Customer and will remain in effect for the term specified in this Agreement. Customer may cancel this Agreement upon 60 days written notice to Philips (i) representing that the Equipment is being permanently removed from use at the Equipment Site and that the Equipment is not being used in any other Customer site; or (ii) specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such 60 day notice period. Customer's failure to pay any amount due under this Agreement within 30 days of when payment is due constitutes a default of this Agreement and all other agreements between Customer and Philips. In such an event, Philips may, at its option, (i) withhold performance under this Agreement and any or all of the other agreements until a reasonable time after all defaults have been cured, (ii) declare all sums due and to become due to be immediately due and payable under this Agreement and any or all of the other agreements, (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees, (iv) terminate this Agreement with 10 days notice to Customer, and (v) pursue any other remedies permitted by law. If Philips determines that its ability to provide the Service Coverage is hindered due to the unavailability of parts or trained personnel, then Philips may terminate this Agreement upon notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of Service Coverage terminated by Philips.

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

**9. LIMITATIONS OF REMEDIES AND DAMAGES**
Philips' total liability, if any, and Customer's exclusive remedy with respect to the Services and Philips' performance hereunder is limited to an amount not to exceed the price stated

herein for service that is the basis for the claim. IN NO EVENT WILL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PARTS OR SERVICES, WHETHER ARISING FROM BREACH OF THE TERMS IN THIS AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.

**10. PROPRIETARY SERVICE MATERIALS**
In connection with the installation, configuration, maintenance, repair and de-installation of the Equipment, Philips might deliver or transmit to the Equipment Site, along with the Equipment or separately, and store at the Equipment Site, attach to or install on the Equipment, and use certain proprietary service materials (including software and written documentation) that have not been purchased by or licensed to Customer. Customer hereby consents to this delivery, transmission, storage, attachment, installation and use, and to the presence of Philips' locked cabinet or box in the Equipment Site for storage of this property, and to Philips' removal of all or any part of this property at any time, all without charge to Philips. The presence of this property within the Equipment Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Any access to or use of this property and any decompilation of this property by anyone other than Philips' personnel is prohibited. Customer agrees that it will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use or decompilation of this property contrary to this prohibition. Customer also agrees to immediately report to Philips any violation of this provision known by Customer.

**11. THIRD PARTY MANAGEMENT**
If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, Customer agrees that the services provided by Philips are subject solely to the terms and conditions set forth in this Agreement, and that Customer guaranties the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer have made to the Third Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer agrees to promptly pay for such parts and services on demand.

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

**13. INDEPENDENT CONTRACTOR**
Philips is Customer's independent contractor. Philips' employees are under Philips' exclusive direction and control. Philips' subcontractor's employees are under Philips' subcontractor's exclusive direction and control. Nothing in this Agreement will be construed to designate Philips or any of Philips' employees or Philips' subcontractors or any of their employees as Customer employees, agents, joint venturers or partners.

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

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

**16. SURVIVAL, WAIVER, SEVERABILITY, CHOICE OF LAW**
Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. Either party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. The law of the state of New York will govern any interpretation of this Agreement and dispute between Philips and Customer without regard to the principles of choice of law.

**17. ENTIRE AGREEMENT**
This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement.

**18. AUTHORITY TO EXECUTE**
In executing this Agreement, the parties hereto acknowledge that they have read each of the terms and conditions hereof on behalf of their respective interests, that they know and understand the same, and that they have signed this Agreement as their own respective free acts and with the express authority to do so.

**21594.7 (rev09282006)**

**Signature** _____

**Date** _____

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

PHILIPS

**Quotation #:** 1-DJAE5I **Rev:** 1 **Effective From:** 06-Dec-06 **To:** 20-Jan-07

**Presented To:**
MRI OF NEW BRITAIN
100 GRAND ST
NEW BRITAIN, CT 06050

Tel:

**Alternate Address:**

**Presented By:**
Jane Aldieri
***Account Manager***
**Tel:** (888) 345-8002 x2482
**Fax:** (914) 570-2396

Randal Herring
***Regional Manager***
**Tel:** (800) 833-3316
**Fax:** (914) 570-2396

**Date Printed:** 06-Dec-06

**Buying Group:** NO CONTRACT **Contract #:** NONE

By signing this quotation and/or issuing the Purchase Order / Orders against this quote, the Customer acknowledges no other contracts, fee payments to third parties or terms and conditions will apply to the solutions, goods, and/or services contained within this quote.

**Submit Orders To:**
100 Summit Lake Dr STE 210
Valhalla NY 10595
Tel: (914) 570-2348
Fax: (914) 570-2396

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

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

## Quote Solution Summary

| Line # | Product | Qty | Price |
|---|---|---|---|
| 1 | 100315 Achieva 1.5T Systems | 1 | $1,499,857.50 |
| | | **Equipment Total:** | $1,499,857.50 |

## Solution Summary Detail

| Product | Qty | Each | Monthly | Price |
|---|---|---|---|---|
| 100315 Achieva 1.5T Systems | 1 | $1,499,857.50 | | $1,499,857.50 |

60 Month Equipment + Service Lease Fair Market Value $37,395.61

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

SVC0101 CUSTOMerCARE Gold $12,958.33

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

**Buying Group:** **NO CONTRACT** **Contract #:** **NONE**

**Addt'l Terms:**

By signing this quotation and/or issuing the Purchase Order / Orders against this quote, the Customer acknowledges no other contracts, fee payments to third parties or terms and conditions will apply to the solutions, goods, and/or services contained within this quote.

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

**Payment Terms: 10% With Signed Acceptance of the Quotation, 70% Upon Delivery of Major Components, 20% On Date of Completion of Installation or Product Available for First Patient Use, Whichever Occurs First, Net due upon Receipt**

## 100315 Achieva 1.5T Systems

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

| Line # | Part # | Description | Qty |
|---|---|---|---|
| 1 | **NNAF224 | Achieva Pulsar Stat. 8ch 1.5T | 1 |

**System Overview**
Achieva is designed to meet the demanding criteria of today's progressive imaging centers: New levels of software automation plus a new modular workspace environment improve operational efficiency and workflow. The latest computing and hardware components ensure cutting edge acquisition speed, resolution and signal to noise. A combination of ScanTools and targeted optional Specialist Packages expand the range of leading clinical procedures available. Achieva delivers it all packaged in an environment to optimizing patient satisfaction. Altogether a powerful system that offers a unique pathway for growth today and expansion tomorrow.

**Key features include:**

- Patient environment
- 1.5T magnet
- High Performance gradient system
- FreeWave RF system
- MR WorkSpace
- ScanTools

**Patient environment**
Achieva is specifically designed to enhance patient comfort and throughput by virtue of a spacious patient aperture that effectively eliminates claustrophobic effects and affords excellent patient access, provided by a combination of the shortest straight bore length in the industry and widely flaring bore. Achieva system's ultra-compact, patient-friendly environment also affords un-compromised large and offset FOV imaging. The High SNR body coil permits large FOV imaging without surface coils, reducing set-up time and facilitating easy run-off studies.

**Aperture**

- Bore diameter: 60 cm (23.6 in.)
- Straight bore length: 60 cm
- Bore flare: 110 cm (43 in.) on both the front and rear of the magnet, enabling equal access to the patient. Additionally, start/stop controls on both ends of the magnet increase operating flexibility.

**Patient Support**

- Patient support enables patients weighing up to 250 kg (550 lbs) to be comfortably positioned.
- Patient table height can be lowered to 52 cm (20.4 in.), providing easy access for compromised or non-ambulatory patients.
- Detachable tabletop can be combined with optional trolley for efficient patient management and rapid evacuation.
- Horizontal travel of 215 cm (7.05 ft) with (1.0 mm (0.04 inch) accuracy

100315 Achieva 1.5T Systems

Line # Part # Description Qty

- Table speeds of 20 mm/s to 180 mm/s enable fast, easy patient positioning and rapid multi-station examinations.

**Patient Accessories**

- Adjustable fresh air supply and variable lighting
- In-bore microphone and ceiling-mounted loudspeakers support two-way patient-operator communication and music.
- Hand-held technologist call button.
- Soft mattress with a headrest, knee support and positioning wedges.
- Patient headset with built-in two-way communication reduces acoustic noise by up to 25 dB.
- 1.5T magnet

The magnet system of Achieva 1.5T offers high intrinsic homogeneity – typically higher than 0.5 ppm– enabling superb fat suppression via techniques such as SPIR and SPAIR. In addition, Achieva 1.5T system's high homogeneity allows rapid per-patient dynamic shimming for excellent image quality over the entire 53 cm (20.9 in.) field-of-view. The ability to employ large FOVs facilitates run-off studies using as few as three stations, and enables single-acquisition MRA studies encompassing the circle-of-Willis down to the aortic arch. The Achieva 1.5T system's excellent homogeneity also affords easy imaging of off-center anatomy.

**Key features include:**

- Typical homogeneity of 0.5 ppm VMRS over a 50 cm DSV. Superconducting screening coils reduce magnetic field susceptibility caused by moving ferrous objects.
- Lightweight 2900 kg (6393 lbs.) design and compact fringe field footprint of 3.8 m x 2.4 m (12.5 ft x 7.9 ft) facilitate easy siting.
- Typical helium consumption (as low as 0.03 l/hr) extends time between cryogen refills.

**Pulsar HP gradient system**
Philips offers the Pulsar High Performance (HP) gradient system, which enables the performance for today's demanding clinical applications. In combination with FreeWave, Pulsar HP delivers exceptional sequence performance in terms of minimum TE/TR. Performance is achieved over the entire 53 cm FOV with an excellent linearity. The gradient system minimizes eddy currents and acoustic noise.

**Key features include:**

- Maximum FOV is 53 cm
- Peak amplitude 33 mT/m, slew rate 100 mT/m/ms. All specifications are on axis (x, y and z).
- Linearity of 1.4% over the entire 53 cm FOV with distortion correction.
- State-of-the-art water-cooled gradient amplifier technology combined with a non-resonant coil design, allows flexible generation of any type of gradient waveform 100 % duty cycle.
- SofTone reduces gradient acoustic noise by up to 30 dB (an 86 % reduction in patient-perceived acoustic noise).

**FreeWave digital RF system**
Achieva 1.5T is powered by Philips' FreeWave, the first entirely direct digital broadband spectrometer. With a scaleable architecture, outstanding SNR performance and unique 3MHz bandwidth per RF channel, FreeWave is prepared to perform emerging clinical techniques that require higher data rates, bandwidth, and resolution, including Philip's latest unique methods, 4D-TRAK, k-t BLAST, 2K imaging and whole body DWIBS (contained in optional packages).

**100315 Achieva 1.5T Systems**

| Line # | Part # | Description | Qty |
|---|---|---|---|

**RF Receive:**

- 8 RF channels standard
- Direct Digital Sampling at 80 MHz per channel with no analog demodulation.
- 3MHz Bandwidth per channel.
- Simultaneous connection of multiple coils (total of 16 quadrature coil elements).
- Modular expandable architecture

**RF Transmit:**

- 18 kW Solid-state RF power amplifier that affords the energy necessary to image even the large patient.
- RF Smart technology enables SAR to be effectively managed through balanced system design combined with the application of Philips imaging techniques such as SENSE, SPAIR and Flip Angle Sweep.

**Real Time Control:**

- Sub-millisecond TR's and ultra-short TE's provide improved image quality and reduced examination times.
- Real-time imaging control for clinical motion correction, including SnapShot and optional navigator-corrections required for free-breathing cardiac techniques and high-resolution diffusion (i.e., PhaseTrak) with profile updates within 1 ms.
- Real-time control of RF transmission, gradient switching, data acquisition and triggering.

**Standard RF coils:**

- Quadrature Transmit/Receive Body coil
- Quadrature Head coil
- 17 cm circular Flex coil
- 11 cm circular Flex coil

**MR WorkSpace**
The MR WorkSpace is a unique configurable solution to MR workflow targeted at resolving the management of the increasing volume of MR patients and patient data. The MR WorkSpace includes the MR operator's console plus one or more optional Extended MR WorkSpace workstations that are functionally identical to the operator's console.
The MR WorkSpace provides standard storage to DVDs that include a DICOM viewer.
The MR WorkSpace can incorporate optional, advanced MR processing and reporting capabilities. The result is a seamless working environment that can conform to the needs of any MR department – boosting its efficiency and productivity while also avoiding the expense of dedicated workstations.

**MR operator console:**
**ExamCards**

- ExamCards, a cornerstone of the MR operator console, are complete, pre-set imaging protocols that can be automatically executed with push-button ease.
- ExamCards contain a structured multi-sequence examination, along with automated post-processing to automatically execute entire patient studies.

**100315 Achieva 1.5T Systems**

| Line # | Part # | Description | Qty |
|---|---|---|---|

- ExamCards involve minimal user interaction, shorten overall exam time, reduce training requirements, and improve reproducibility of examinations.
- Users have full freedom to customize ExamCards.
- Netforum Community allows Philips users to download best-practice Examcards created by experts worldwide. Netforum Community unites Philips users with Philips and with one another via Internet access to a secure Philips website directly from the MR operator console or from any PC.
- Netforum also provides access to the latest training seminars, instructions for use and applications tips and guides.
- Single mouse-click scanner operation.
- Automated scanning.
- Automated post processing.
- Complete patient studies may be defined and stored, including comprehensive user tips.
- Geolinks enable scan geometries to be defined and automatically copied between sequences.
- Sequences and patient location (multi-station studies) may be arbitrarily ordered for optimum acquisition, and data is automatically sorted and viewed correctly.
- Downloadable from NetForum or copied from system to system.

**Viewing, processing and filming**

MR Workspace supports fast and flexible viewing, processing and film generation at each workspot.

**Key features include:**

- Window width/level, zoom, pan, rotate, mirror.
- Image annotation (text, arrows and lines).
- Image arithmetic (including addition, subtraction, division and multiplication).
- Image measurement (including distance and angle, profile or histogram display and X-Y coordinate calculation).
- Regions of Interest (ROI) statistics (area, volume, mean and standard deviation) from user defined (square, rectangular, circular, elliptical or irregular) shapes.
- Time Intensity analysis of dynamics/phases.
- Volume calculation from contours drawn in adjacent slices.
- Simultaneous visualization of up to four independent series for comparison.
- Cine movie display of up to 24 slices or dynamics/phases
- PicturePlus for user-defined reduction of noise over images in combination with edge enhancement.
- Real-time MIP, MPR and 3D surface rendering (User defined volumes of interest enable elimination of unwanted signals regions).
- Rapid, single mouse click film generation of image series using a range of predefined formats.
- "Pick & place" functionality enables the creation of films containing random image selections.
- Images and movie can be exported to Windows PC formats.

**Connectivity / Interoperability**

The MR Workspace fits seamlessly into local network environments. Communication is via DICOM protocols. The system can be configured for safe storage of MR images and other patient data in departmental information systems and PACS. The MR WorkSpace conforms to the new

100315 Achieva 1.5T Systems

| Line # | Part # | Description | Qty |
|---|---|---|---|

Enhanced (multi-frame) MR DICOM standard, which improves the performance of data transfer of large data sets and fully supports information associated with Diffusion and Spectroscopy.

The system can be configured (per node) to support standard DICOM MR image transfer or DICOM Enhanced MR Image Transfer. If a receiving node does not support DICOM Enhanced MR, standard DICOM MR Images will be transferred.

**Key features include:**

- DICOM Workflow Management:
- DICOM Modality Worklist
- DICOM Modality Performed Procedure Steps
- DICOM Storage Commitment
- DICOM Send/Receive:
- DICOM Enhanced MR:
- Export / Import of DICOM Enhanced MR Images
- Export / Import of DICOM MR Spectroscopy
- Export / Import of DICOM Raw
- DICOM MR:
- Export / Import of DICOM MR Images
- Export / Import of Philips Private MR Series Data
- Export / Import of Philips Private MR Spectrum Data
- DICOM Query / Retrieve of Philips MR data, all the exported image types
- DICOM Print
- Grayscale Softcopy Presentation State with preset window settings as on the console
- Basic Grayscale Print
- DICOM Media
- MR Studies on DVD (Read / Write)
- MR Studies on MOD (Read) (optional)
- IHE Integration Profiles
- Scheduled Workflow
- Patient Information Reconciliation
- Consistent Presentation of Images
- Basic Security
- Full information on compliance with DICOM standards and available functionality is contained in Philips' DICOM Conformance Statement.

**Computer System:**
Achieva 1.5T system's distributed computing architecture is based on the latest computer and operating system technology. With separate processors for scanning, image reconstruction, viewing and processing, the architecture provides true real-time performance with reconstruction speeds exceeding 1200 images per second.

**Key features include:**

- 23-inch LCD wide-screen format monitor
- 3.2 GHz Dual Intel Xeon processors
- Windows XP OS.
- 4 GB internal memory
- 36 GB system disk

**100315 Achieva 1.5T Systems**

| Line # | Part # | Description | Qty |
|---|---|---|---|

- 36 GB main image database disk
- 80 GB additional data storage disk
- DVD + RW for image storage
- DVD for software loading
- 10BaseT, 100BaseT or 1000BaseT connections.
- Fast reconstruction of demanding imaging techniques (interactive real-time, SENSE, high resolution and high coil channel count).
- More than 1200 images per second (256 x 256 reconstructions)
- 3.2 GHz multi-processor reconstruction
- 4 GB reconstruction memory

**Extended MR Workspace**
The MR workstation is a dedicated workspot configured with identical viewing, processing filming and connectivity to the operator's console, combined with additional advanced features such as customer- and application-specific display protocols, 3D volume rendering -- including intelligent display protocols and linked views to combine 2D and 3D views and visualization of multi-modality images (e.g. x-ray, CT).

- 19-inch LCD monitor (23-inch.optional).
- 3.2 GHz Dual Intel Xeon processors.
- Windows XP OS.
- 3 GB internal memory.
- 74 GB image database disk.
- DVD + RW for image storage.
- DVD for software loading.
- 10BaseT, 100BaseT or 1000BaseT connections.
- The MR workstation complies with the DICOM standard for multi-modality images. Full information on compliance with DICOM standards and available functionality is contained in Philips DICOM Conformance Statement.

**Clinical Education Program for MR Achieva 1.5T Systems**
Essentials OffSite Education: Philips will provide up to two (2) technologists, as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and buttonology of the magnetic resonance imaging system. This thirty-six (36) hour class is designed to provide trainees with fundamental skills. This class should be attended no earlier than two weeks prior to system installation, and trainee should have prior knowledge of basic MR theory.

Handover OnSite Education: Philips Education Specialists will provide thirty-two (32) hours of education for up to four (4) students, as selected by customer. Students should attend all 32 hours, and must include the two OffSite education attendees. This course does not cover Cardiac or Spectroscopy. CEUs are not available in all cases. Please read Guidelines for more information. Education Hours: Mon – Fri 8:00am to 5:00pm, except Monday and Friday are half-days to allow for trainer's travel. Note: Site must be patient-ready, including all inspections approved, all accessory equipment installed and functioning (injectors, hard copy units, film processors and physiologic monitors), and all supplies stocked. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

FollowUp OnSite Education: Philips Education Specialists will provide twenty-four (24) h ours of Follow-Up Education for up to four (4) students, selected by customer, including technologists

## 100315 Achieva 1.5T Systems

| Line # | Part # | Description | Qty |
|---|---|---|---|

from night/weekend shifts if necessary. Customer must have used the system for at least 30 days. CEUs are not available in all cases.

Advanced OffSite Education: Philips will provide one (1) technologist, as selected by customer, with a series of lectures and hands-on experience introducing the advanced concepts and theory of MRI for Achieva, Intera and Panorama 1.0 systems. This twenty-eight (28) hour course should be attended at least thirty days after OnSite handover training.

View Forum OffSite Education: Philips will provide one (1) technologist, selected by customer, with a series of lectures and didactic activities, plus hands-on instruction. This intensive twenty-eight (28) hour course is open to all Philips Medical Systems MR View Forum users regardless of system configuration.

Advanced Cardiac OnSite Education: Philips Education Specialists will provide twenty-four (24) hours of Advanced Cardiac Education for up to four (4) students, as selected by customer. This training is recommended to be scheduled after the user is proficient on the basic MR system, and covers all Cardiac options on your system.

PLEASE NOTE for all OffSite Education listed above: CEU credits may be available for each participant that meets the Guidelines provided by Philips during the scheduling process. All OffSite courses will be held in Cleveland, OH. Cleveland Training Center hours are Mon – Thu 8:30am to 4:30pm, Fri 8:30am to 12:00pm. Travel and lodging are not included for any of the above OffSite courses, but may be purchased through Philips. 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. OffSite training is scheduled based on your equipment configuration, geography, and availability.

All of the above education entitlements expire one (1) year from equipment delivery date. Ref# 092094178088096196-061024

2 **NMRA671 **Scantools Plus R2** 1

ScanTools Plus provides dedicated packages of optimized examinations for virtually all clinical applications and body regions including:

Neuro Plus
Ortho Plus
Angio Plus
Body Plus
Breast Plus
Onco Plus
Cardiac Plus
Pediatric Plus

Each Plus package consists of application-specific ExamCards, imaging sequences, and acquisition and reconstruction methods that exploit the power of FreeWave, along with the necessary specialized image processing and viewing tools for the MR WorkSpace.

**Key features of ScanTools Plus:**

**SAMESCAN:**

SameScan enables fast, easy and precise follow-up in brain studies. Through identification of key anatomical landmarks, SameScan allows the exact scanning parameters, slice positioning and geometry of a patient's previous study to be acquired in subsequent examinations.

100315 Achieva 1.5T Systems

| Line # | Part # | Description | Qty |
|---|---|---|---|

**EXAMCARD PROCESSING**

ExamCard Processing streamlines clinical workflow by fully automating data processing for a number of routine clinical applications. Processing takes place in the background immediately following completion of the acquisition. Includes:

- Diffusion Color Maps (ADC, eADC and Trace)
- Image Algebra (Addition, Subtraction, Division, Multiply)
- Magnetization Transfer Coefficient
- PicturePlus

**MOBIVIEW:**

Enables automatic, single mouse-click composition of data sets from multi-station acquisitions into full FOV images. Applications include Runoff MRA, Complete CNS and Complete Torso. Composite images may be displayed, stored, filmed and exported via DICOM and PC-compatible formats. These images are compatible with viewing, measurement and processing tools, including MIP, MPR and 3D surface rendering. MIPs may be performed around an axis defined in any of the individual data sets.

**SENSE:**

Provides true acceleration in image acquisition with SENSE-compatible coils up to a 2-fold acceleration in acquisition speed, independent of resolution and matrix size. SENSE is compatible with the vast majority of imaging techniques including diffusion, in which SENSE reduces the echo train length to increase SNR and reduce susceptibility effects, and dynamic techniques such as TRACKS, THRIVE and BLISS.

**THRIVE:**

THRIVE combines the speed of SENSE to enable isotropic high-resolution T1-weighted images with extensive volumetric coverage and uniform fat suppression, in short breath-hold times and in any imaging plane. THRIVE is ideal for dynamic liver, small bowel, breast, prostate and pancreas imaging. THRIVE images are excellent for MIP and MPR.

**BLISS:**

BLISS is a multi-volume imaging technique that enables the collection of two bilaterally placed volumes within a single acquisition. Localized shimming is performed for each volume for optimal fat suppression. BLISS is ideal for high-resolution sagittal breast studies, and uses SENSE for rapid scan times.

**VISTA:**

VISTA provides high-resolution volumetric T2 weighted images acquired with a TSE acquisition. Acquisition time and inter-echo spacing are optimized through the applications of flip angle sweep in combination with non-selective refocusing pulses. Images are ideally suited to imaging of the spine, creating multiple orientations through MPR processing.

**SNAPSHOT:**

Snapshot imaging eliminates the effects of patient and physiological motion through the combination rapid TSE sequences with the acceleration of SENSE. Individual Snapshot images

can be acquired in any orientation in approximately 250ms to 300ms. Asymmetric TSE makes Snapshot compatible with T1-, T2- and diffusion-weighted imaging.

**DIFFUSION**

Single-shot EPI diffusion-weighted (DWI) sequences permit motion-free imaging, enabling visualization of isotropic DWI images - with three diffusion directions and up to 16 b-values per scan - and automated creation of Apparent Diffusion Coefficient (ADC) maps.

**SPAIR:**

A high uniformity fat saturation method making use of adiabatic spectral saturation pulses, ensures insensitivity to RF field inhomogeneities and lowers SAR. SPAIR is ideal for offset and difficult to suppress regions such as liver, shoulders, pelvis and hips.

**BOLUSTRAK:**

Enables accurate synchronization of high-resolution CE-MRA acquisitions. BolusTrak uses a real-time fluoroscopic display of bolus arrival in the area of interest and manual start of the target acquisition. BolusTrak in combination with CENTRA minimizes venous contamination and produces optimal arterial vessel contrast and resolution.

**TRACKS:**

TRACKS enables accelerated time-resolved contrast-enhanced vascular imaging. TRACKS uses SENSE for image acceleration and CENTRA phase-encode ordering for optimized contrast. TRACKS acceleration factors provide scan speeds that are 2 times faster than a standard acquisition.

**PROSET WATS and FATS:**

Combines the characteristics of the high-resolution volume acquisitions with ProSet water or fat only selection. Applications include T1-weighted Body and Spine Nerve Root Visualization and Cartilage imaging and MR arthrography in orthopedics.

**ASYMMETRIC TSE:**

Extended contrast control for TSE acquisitions through optimized mapping of individual echoes into the image. Applications include proton density weighted imaging of joints with higher spatial resolution or faster scan times.

**REFOCUS CONTROL:**

Uses sophisticated flip angle sweep control in TSE acquisitions to optimize contrast-to-noise and scan time, while at the same time controlling SAR levels.

**DRIVE:**

Enables shorter TRs while maintaining contrast-to-noise and SNR for T2-weighted 2D and 3D TSE acquisitions, resulting in shorter scan times and increased resolution.

**3D TFE:**

Combines the acceleration of SENSE with the high T1 contrast of inversion-prepared TFE acquisition. 3D TFE enables isotropic coverage of the entire head in scan times under 2 minutes, using acceleration factors of up to 2. A single data set can be reformatted into alternate planes both pre- and post-contrast, eliminating the need for additional scans.

**BLACKBLOOD:**

Features pre-pulses to achieve suppression of the blood signal for optimum myocardial and lumen visualization in cardiac and vascular imaging.

100315 Achieva 1.5T Systems

Line # Part # Description Qty

**CLEAR:**

CLEAR provides a unique signal uniformity correction based on coil-sensitivity and on patient loading. CLEAR improves image uniformity, reduces bright fat signal at the surface of coils, and extends the effective coverage of phased array coils.

**PICTUREPLUS:**

PicturePlus is an image enhancement tool that can improve the appearance of images through edge enhancement and smoothing. The operator has control over enhancement parameters, which can be applied automatically post-acquisition or as a post-processing option.

**T2* PERFUSION:**

Dynamic multi-slice T2*-weighted sequences based on single- or multi-shot FFE or FFE EPI methods.

**EPI BOLD:**

EPI BOLD provides dynamic multi-slice T2*-weighted sequences based on single- or multi-shot FFE and SE EPI methods.

**VCG Gating:**

VectorCardioGram Gating is a more robust method than regular ECG gating, providing virtually 100 % triggering accuracy. VCG greatly reduces operator setup time and thus overall exam time, even for patients with pathologic ECG patterns. This method provides automatic adjustment to the electrical axis of the patient's heart and to the specific multi-dimensional QRS waveform. Includes a four-lead cable set.

**FLOW:**

Phase contrast (PC) sensitive imaging enables depiction of moving fluid without any background signal that is sensitized in all three directions with variable VENC values. Retrospectively gated 2D multi-phase acquisitions permit evaluation of blood or CSF flow. Retrospectively gated TFE PC enables quantitative measurements in one breath hold. Quantitative flow allows non-invasive measurements of blood flow or CSF flow in three directions.

**B-FFE/TFE:**

Ultra-fast steady-state 2D and 3D imaging techniques are insensitive to fluid motion, thereby producing exceptional contrast between bright fluids and surrounding tissue. These techniques provide optimal myocardium-to-blood contrast for (functional) cardiac studies. High-resolution isotropic data sets are ideal for MIP and MPR processing to visualize the inner ear, and to produce myelograms in addition to non-contrast enhanced angiograms.

**Clinical Packages:**

**Neuro Plus**

The Neuro Plus package provides High-quality, high-resolution neuro imaging results, which allows for the assessment of morphology in the brain and spine.

Features include:

- ExamCards for head and spine imaging

**100315 Achieva 1.5T Systems**

| Line # | Part # | Description | Qty |
|---|---|---|---|

- SENSE imaging for all Philips SENSE coils allowing faster scan times or improved susceptibility suppression.
- High-resolution acquisitions on the order of 1024 acquisition and reconstruction
- Large FoV for (530) Spine studies
- MobiTrak compatible with all sequences to allow for improved Total Spine imaging to be visualized in the MobiView package for seamless single mouse-click Total-spine evaluation.
- Sequences include SE, FFE and EPI based methods
- Fat suppression provided by STIR, SPIR, ProSet and SPAIR methods
- 3D based sequences for TSE including DRIVE for improved fluid visualization (IAC)
- Balanced FFE/TFE for high-resolution high contrast (IAC and Spine applications).
- Single, Dual and Triple IR sequences for evaluation of gray and white matter differentiation
- Isotropic 3D VISTA TSE allows volumetric acquisitions reconstructed in any plane (e.g. Lumbar spine)
- 3D T1-TFEsequences allow volumetric acquisition and reconstruction of the original dataset in any orientation (e.g., Brain gray/white matter differentiation). Can be applied with both full and partial integer SENSE factors In either primary or slice direction to reduce scan times.
- FLAIR for csf suppression (TSE and EPI based)
- Multiple radial projection myelography as well as 2D and 3D sequences.
- ProSet water and fat excitation for nerve root imaging
- Snapshot imaging for uncooperative patients
- Multi-slice, multi-echo TSE with up to 32 echoes per slice
- Flip Angle Sweep TSE for reduction of SAR and decrease of MT effects improving gray/white matter contrast in both T2 and FLAIR acquisitions
- DWI based methods include both single-shot with automated processing of the ADC maps (for both brain and spine DWI)
- T2* based sequences for Perfusion and fMRI sequences including FFE-EPI, SE-EPI

**Body Plus**
Body Plus enables fast high-resolution scan methods for Torso imaging.
Features include:

- ExamCards for chest, abdomen and pelvis imaging
- Sequences for both 2D and 3D acquisitions
- Triggered, Multishot BH and free breathing ultra-short TSE sequences are available
- All sequences compatible with SENSE for reduced breath-hold time and CLEAR homogeneity correction for fast high-quality body imaging.
- In and out of phase breathhold FFE and TFE. TFE for fast T1- weighted imaging(using inversion and saturation pre-pulses) can also be combined with free breathing snapshot imaging.
- THRIVE compatible with either SPIR or SPAIR fat suppression, allow for choice between high-resolution and or improved isotropic acquisitions in a single breathhold (can be used for dynamic high-spatial and temporal resolution imaging for Liver and Colonography)
- Keyhole imaging for high temporal dynamic studies.
- Proset with 3D volume acquisition T1 weighted scans(useful for pancreas and liver breath-hold imaging)
- MRCP/U sequences acquired by SSH, radial SSH and 3D acquisitions allows for high-resolution imaging with or without triggering or Breath hold imaging
- MultiEcho T2 measurements (up to 32 echoes) for T2mapping.
- Free-breathing non-contrast enhanced portal vein imaging with B-TFE

100315 Achieva 1.5T Systems

Line # Part # Description Qty

- High-resolution pelvic imaging with short exam times afforded by SENSE and excellent fat-suppression supplied by SPAIR adjustable fat-suppression technique.

**Breast Plus**
Breast Plus enables both high-spatial and/or temporal resolution. Efficient breast imaging via the use of ExamCards BreastPlus offers sequences for both 2D and 3D acquisitions and include:

- ExamCards for breast imaging
- THRIVE and BLISS, which are compatible with either SPIR or SPAIR fat suppression,
- High-resolution T1 and T2 TSE sequences compatible with SENSE for fast high-resolution scanning and CLEAR homogeneity correction.
- Silicone only sequences optimized for breast implants are also provided.

**Ortho Plus**
Ortho Plus provides both high-resolution and fast orthopedic imaging supporting assessment of morphology in the spine and extremities.
Features include:

- ExamCards designed for orthopeadic imaging
- Sequences include both 2D and 3D methods with volumetric acquisitions.
- SE, TSE, FFE sequences, with fat-suppression provided by STIR, ProSet, SPIR and adjustable fat-suppressed method of SPAIR. Can be combined with up to 1024 acquisition resolution for improved detection in orthopeadic imaging
- SENSE imaging for all Philips SENSE coils allowing faster scan times and CLEAR homogeneity correction.
- DRIVE combined with TSE allows for increased sensitivity to fluids
- Balanced FFE for high-inplane and throughplane evaluation of joint diseases.
- Turbo-STIR for fat-suppressed evaluation of bone bruises.
- TSE sequence with asymmetric profile ordering lets users select TE in a fixed shot length, enabling high-resolution imaging in short scan times. Particularly useful in PDW sequences.
- 3D FFE with Proset for water only selective sequences. Optimizes cartilage and/or fluid imaging with high-resolution in all directions.
- THRIVE for 3D high-resolution fat-suppressed imaging for MR arthrograms
- MobiTrak compatible with all sequences to allow for improved Total Spine imaging to be visualized in the MobiView package for seamless single mouse-click Total-spine evaluation.
- Dynamic imaging sequences for TMJ applications in combination with specific coils allows high-resolution fast imaging scans
- Improved susceptibility reduction sequences implemented to include SENSE, modifications of water-fat shift and manipulable bandwidth for improved imaging in the presence of prosthesis.

**Cardiac Plus**

Cardiac Plus provides high-quality cardiac imaging supporting assessment of cardiac morphology, and functional studies of the heart and surrounding vessels..
Features include:

- ExamCards designed for cardiac imaging* VectorCardioGram (VCG) for near-100% triggering accuracy, even for patients with pathologic ECG patterns. Provides automatic

100315 Achieva 1.5T Systems

| Line # | Part # | Description | Qty |
|---|---|---|---|

adjustment to the actual electrical axis of the patient's heart and to the specific multi-dimensional QRS waveform. Includes a four-lead cable set and Philips' patented vector processing algorithm. High R-peak detection rate results in shorter scan times.

- Black Blood Imaging for optimal myocardial imaging
- 2D/3D Balanced FFE provide optimal myocardium-to-blood contrast for (functional) cardiac studies.
- All sequences are compatible with cardiac triggering, with SENSE and CLEAR homogeneity correction.
- Single Slice - Multi Phase for functional cardiac studies
- Arrhythmia Pro arrhythmia rejection technique. Performs retrospective gating with real-time prospective updating, then rejects and reacquires atopic heart beats in real time for full R-to-R coverage.
- Infill enhances the cine viewing of cardiac studies by reconstructing additional intermediate frames. Used in conjunction with full R-to-R imaging.

**Angio Plus**

For high-quality fast and high-resolution imaging for both non-contrast and contrast vascular exams. Angio Plus features routine procedures built in ExamCards for vascular imaging.
Features include:

- ExamCards designed for angio imaging
- 2D and 3D sequences for Inflow techniques Contrast Enhanced and Phase Contrast Angiography sequences.
- SENSE imaging for all Philips SENSE coils allowing for increased temporal resolution or higher resolution scanning in standard scan times.
- Inflow sequences can be combined with CHARM for uniform signal intensity over large 3D volume acquisitions, TONE for improved contrast and MTC for reduction of fat Signal (peri-orbital fat)
- Inflow and PCA sequences can be combined with ECG and/or VCG triggering for optimal image quality in anatomies with pulsatile flow (popliteal or areas where retrograde flow is an issue).
- 2D/3D Balanced TFE/FFE for fast, high-resolution non-contrast enhanced vascular imaging.
- Quantitative blood and CSF flow sequences utilizing retrospective triggering PCA.
- Multi-Venc PCA sequences
- Quantitative flow allows non-invasive measurements of blood flow or CSF flow in three directions
- BolusTrak for accurate triggering of bolus arrival in contrast enhanced exams
- 3D high-resolution contrast enhanced imaging with CENTRA to allow increased spatial resolution without venous contamination (e.g., in high resolution CE Arch studies and lower leg station of peripheral run-off studies), CENTRA can also be combined with SENSE for improved arterial vessel delineation in dynamic scans.
- Keyhole imaging to improve temporal resolution in dynamic studies.
- TRACKS to accelerate time-resolved contrast-enhanced vascular imaging with a factor 2.
- biTrak feature in combination with multi-station compatible coils to allow for peripheral run-off studies, can be combined with the use of single mouse click multi-station viewing (MOBIVIEW) for display.

**Onco Plus**

**100315 Achieva 1.5T Systems**

| Line # | Part # | Description | Qty |
|---|---|---|---|

OncoPlus provides high-quality assessment in all anatomical areas for better lesion visualization.
Features include:

- ExamCards designed for oncology imaging
- High gradient linearity allows for improved therapy planning and accurate QBC imaging results
- All Philips phased array coils compatible with CLEAR, SENSE for improved image quality and faster scan times
- Large Field-of-View allows for improved screening
- ExamCards for single-pass multi-station imaging with user-defined contrasts per station, supporting easier characterization of lesions.
- 1024 scan resolution for improved small lesion detection
- 2D and 3D sequences including STIR, IN/OUT of phase imaging, THRIVE and dynamic imaging sequences
- Dynamic scan techniques for monitoring and evaluation allow for contrast uptake kinetic viewing

**Pediatric Plus**
Pediatric Plus provides fast, patient-friendly imaging of pediatric patients.
Features include:

- ExamCards for pediatric imaging
- SofTone ensures very fast imaging combined with noise reduction techniques dramatically reducing acoustic noise.
- SENSE imaging for all Philips SENSE coils allowing faster scan times or improved susceptibility suppression.
- Sequences include SE, FFE and EPI based methods
- Fat suppression provided by STIR, SPIR, ProSet and SPAIR methods
- 3D based sequences for TSE including DRIVE for improved fluid visualization (IAC)
- Balanced FFE/TFE for high-resolution high contrast (Fetal, IAC and Spine applications)
- Single, Dual and Triple IR sequences for evaluation of gray and white matter differentiation
- Black blood imaging and 2D/3D B-FFE for optimal assessment of congenital heart disease

**Capabilities:**

**Setup and Planning:**

ExamCards (Complete automated patient studies including planning, scanning and processing)
PlanScan (Freestyle planning of scan geometries and positions)
SameScan (Planning for follow up based on anatomical landmarks)
FlexPlan (Planning based on selection of three anatomical landmarks)
AutoSurvey (Rapid acquisition of survey scan)
Repeat Archive (Repeats any archived study)
AutoShim (Regional shim volumes)

**Acquisition:**

2D (Single-slice, Multiple single-slice and Multi-slice)
3D (Single-stack and Multi-stack)
3D Multi-Chunk (Volume divided into set of contiguous 3D in scans)
Dynamic (Maximum 1024 phases)

## 100315 Achieva 1.5T Systems

| Line # | Part # | Description | Qty |
|---|---|---|---|

Single- and Multi-station (Maximum of 4 stations)
Manual start (Controlled from the gantry or operator's console)
Matrix (Maximum 1024)
Phase matrix (Rectangular FoV, fold over suppression, zero interpolation)
Field of View (Maximum 53cm)

**Anatomical Imaging:**
Spin Echo (Single and multi-echo up to 32 echoes, and asymmetric multi-echo, T2 map generation)
Inversion Recovery (IR, STIR, FLAIR, Dual IR for fat, fluid and tissue suppression, Magnitude and Real Images)
2D/3D TSE (Snapshot, Single and Multi-contrast, includes all IR contrast methods above, DRIVE, Asymmetric encoding, Flip angle Sweep)
2D/3D FFE (with and without RF Spoiling)
2D/3D Balanced-FFE
2D/3D TFE (with and without RF Spoiling, T2 Pre-pulse contrast)
2D/3D Balanced-TFE
3D THRIVE
3D BLISS
3D VISTA
2D/3D EPI (Single Shot, SE and FFE readout types, FLAIR)
Mixed Mode (Interleaved IR/SE for T1, T2, PD calculation)
Turbo factor (maximum 256)
EPI factor (maximum 255)

**Angiography:**

2D/3D ToF (including Turbo, gating)
PCA (including Turbo, gating and with variable VENC)
TONE optimized RF excitation profile
MOTSA (multi-chunk acquisition)
CHARM (reconstruction minimizes signal anomalies at borders of chunks)
MT (magnetization transfer)
CE-MRA
BolusTrak
MobiTrak automated table motion and image subtraction
CENTRA
TRACS

**Diffusion Imaging:**

2D/3D TSE (Snapshot, FLAIR)
2D EPI: (Single Shot, SE and FE readout, FLAIR)
Single and multiple b-values up to 16 per scan

**Perfusion & BOLD Imaging:**
2D EPI: (Single Shot & MultiShot, SE and FE readout)

**Cardiac Imaging:**
Turbo B-FFE/TFE
Turbo PCA with variable VENC
Breathhold
Single-slice multi-phase
Prospective gating
Retrospective gating (with real-time prospective updating)
Arrhythmia Pro (arrhythmia rejection technique)
InFill (reconstructs intermediate cardiac phases)

## 100315 Achieva 1.5T Systems

| Line # | Part # | Description | Qty |
|---|---|---|---|

**Image Acceleration:**

SENSE (Acceleration up to x2 faster, fractional acceleration control)
Keyhole (SE, FFE and TFE)
k-Space Shutter (Up to 25% 3D scan time reduction)
HalfScan
Rectangular FoV
Overcontiguous Slices

**Prepulses, Saturation and Contrast:**

Saturation (REST, Shared REST, Positioned freely or parallel or perpendicular to scan plane)
Fat Saturation (SPIR, SPAIR)
ProSet (Water/Fat Selection)
WATS and FATS
Black Blood
Silicon
Magnetization Transfer Contrast (MTC)
Flip Angle Sweep

**Motion Correction and Control:**

Gating (VCG, ECG, Respiratory, PPU)
FlowComp
PEAR (respiratory monitored phase encode ordering)
SMART (optimized temporal data collection and averaging order)

**Image Optimization:**

CLEAR
PicturePlus

| | | | |
|---|---|---|---|
| 3 | ****NMRA700** | **8ch SENSE head coil 1.5T** | 1 |

The **SENSE Head Coil** has 8 elements that are ideally suited for complete high-resolution, full coverage brain imaging, including MR angiography, spectroscopy and functional neuro examinations. The crown-shaped design enables clear visualization of the lateral and cortex areas while its open design focuses on patient-friendliness.

Features:

- Maximum SENSE factor of 8
- Coil is delivered with mirror
- Outside coil dimensions in 320 x 540 x 630 mm
- Weight: 8.5kg
- Compatible with an 8- or 16-channel FreeWave platform on 1.5T

| | | | |
|---|---|---|---|
| 4 | ****NMRA708** | **SENSE peripheral/vasc. coil 1.5T** | 1 |

The **SENSE Peripheral Vascular Coil** has 12 elements that provide feet-first multi-station coverage extending from the renal arteries to the medial plantar arteries without the need to move or reposition the patient. The coil is designed for high-resolution MRA of the abdominal aorta and peripheral vasculature. This coil may be combined with MobiFlex.

Features:

**100315 Achieva 1.5T Systems**

| Line # | Part # | Description | Qty |
|---|---|---|---|

- Maximum SENSE factor of 4
- Outside coil dimensions 600 x 450 x 1750 mm
- Sloped posterior positioning pad ensures correct leg elevation and comfort
- Weight: 20kg
- Compatible with all RF platforms on 1.5T

**5** ****NMRA710** **7CH SENSE BREAST COIL** **1**

The **SENSE Breast Coil** has 7 elements and allows simultaneous imaging of both breasts. High sensitivity and homogeneity enable high temporal resolution imaging of both breasts with complete coverage – from the nipples to the adjacent axillary thoracic regions. The coil is especially designed to be compatible with 3rd party (Invivo) localization/biopsy devices. These are not included.

Features:

- Maximum SENSE factor of 4
- Head support device with built-in mirror redirects patient vision
- Outside coil dimensions 250 x 510 x 710 mm
- Weight: 8.2 kg
- Compatible with an 8- or 16-channel FreeWave platform on 1.5T

**6** ****NMRA712** **8ch SENSE knee coil 1.5T** **1**

The **SENSE Knee coil** has 8 elements. It is designed especially for high-resolution knee imaging and also enables lower leg imaging. The coil is easy-to-position and patient-friendly.

Features:

- Maximum SENSE factor of 8
- Inside diameter is min. 130mm
- Outside coil dimensions 360 x 460 x 490 mm
- Weight: 8.5kg
- Compatible with an 8- or 16-channel FreeWave platform on 1.5T

**7** ****NMRA713** **SENSE Wrist Coil 1.5T** **1**

The **SENSE Wrist Coil** has 4 elements and provides SNR ratios needed to acquire images using a 6 cm field of view or smaller. The coil closely surrounds the wrist for high SNR. The SENSE Wrist Coil can be positioned comfortably at the patient's side, vertically or horizontally. This coil includes a base tray to affix the coil to a rigid base to reduce patient motion artifacts.

Features:

## 100315 Achieva 1.5T Systems

| Line # | Part # | Description | Qty |
|---|---|---|---|

- Maximum SENSE factor of 4
- Outside coil dimensions in 210 x 570 x 500 mm
- Weight: 3.2kg
- Compatible with all RF platforms on 1.5T

**8** ****NMRA716** **SENSE Flex-M coil 1.5T** **1**

The SENSE Flex M is a general-purpose coil that consists of two flexible elements. This coil enables a wide variety of applications, including shoulder imaging, pediatric (e.g. hip and brain), elbow and hippocampus imaging. In shoulder imaging, the unique coil design allows easy positioning of the arm above the patient's head.

Features:

- Maximum SENSE factor of 2
- Coil element dimensions: 17 cm per element
- Outside coil dimensions 90 x 300 x 650 mm
- Weight: 3.5kg
- Compatible with all RF platforms on 1.5T

**9** ****NNAF250** **Chiller 1.0T, 1.5T or 3.0T** **1**

Chiller hardware with specification in accordance with cooling requirements necessary for selected MR scanner. Installation cost is not included.

**10** ****989801292191** **MR Ess OffSite Educ 36h** **2**

Essentials OffSite Education: Philips will provide up to two (2) technologists, as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and buttonology of the magnetic resonance imaging system. This thirty-six (36) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration, geography, and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. 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, and trainee should have prior knowledge of basic MR theory . CEU credits may be available for each participant that meets the Guidelines provided by Philips during the scheduling process. Education Hours: Mon – Thu 8:30am to 4:30pm, Fri 8:30am to 12:00pm. Travel and lodging are not included, but may be purchased through Philips.

**11** ****989801292085** **16 Hours of Additional OnSite Clinical Education** **1**

Clinical Education Specialist will provide sixteen (16) hours of tailored MR OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEUs are not available in all cases. Please read Guidelines for more information, which will be provided to you during the scheduling process.
Education Hours: Mon – Fri 8:00am to 5:00pm, except Monday and Friday are half-days to allow for trainer's travel.
Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.
Education entitlements expire one (1) year from equipment delivery date.

**12** ****989801292093** **Full Travel Package for OffSite Education** **2**

**100315 Achieva 1.5T Systems**

| Line # | Part # | Description | Qty |
|---|---|---|---|

Includes one (1) participant's airfare from North American customer location to Cleveland, Ohio (except MR Basic which is in Chattanooga, TN) with modest lodging, ground transportation, and meal expenses. Breakfast/dinner provided by the hotel, and lunch/breaks are catered by Philips. All other expenses will be the responsibility of the attendee. Details are provided during the scheduling process.
Note: Cancellation/rescheduling policy strictly enforced.
Education entitlements expire one (1) year from equipment delivery date.

**13** ****981601040009** **BREAST ARRAY COIL BIOPSY DEVICE** **1**

Immobilization & Biopsy Positioning Device -Compatible with all MRI Devices

Model OBC Breast Coil.
Operational Features:
- Medial and lateral compression plates gently immobilize breast tissue during the procedure.
- Set-up of the coil with device and immobilization of breast tissue is accomplished easily in a few minutes at the foot of the patient cradle.
-Procedures are performed without moving or changing the coil or the patient's position.
- The device is sterilizable for use. Standard MRI-compatible needles may be used with this system and are available through MRI Devices Corporation.

Compatibility
The Immobilization & Biopsy Position Device is intended for breast tissue immobilization and needle stabilization for MR-guided localization.

Components:
- 2 Breast immobilization systems
- Free hand localization system grid
- Localization system test
- Target Needle
- Operator's manual

**14** ****981601010009** **NEUROVASCULAR ARRAY COIL** **1**

MRI Devices Neurovascular Array Coil

- Designed for proton imaging and intended for imaging of the brain cervical spine anterior neck and vasculature in the head and neck.

Components:

- Neurovascular Array Coil
- Patient comfort pad
- Operators manual

Technical Features:

**100315 Achieva 1.5T Systems**

| Line # | Part # | Description | Qty |
|---|---|---|---|

- Advanced 4-channel quadrature array design produces excellent resolution images of the entire brain cervical spine soft tissues of the neck brachial plexus and upper chest of the aortic arch.
  -Sensitive volume is 44cm in the H/F direction with uniform signal intensity throughout the entire field of view.
- New split-top design includes multiple coil openings and an adjustable mirror to reduce anxious responses and increase ease of patient positioning.

Application Benefits:

- Combined head-and-neck MRA exams with one coil.
- Routine brain and neck imaging
- Extended-coverage cervical spine exam
- Aortic arch MRA

Compatibility:

- NT Intera 1.5T; Release 8.1.1 or higher
- Requires Synergy Multiconnect

## 100315 Achieva 1.5T Systems

NET PRICE $1,499,857.50

Buying Group: NO CONTRACT Contract #: NONE

Addt'l Terms:

By signing this quotation and/or issuing the Purchase Order / Orders against this quote, the Customer acknowledges no other contracts, fee payments to third parties or terms and conditions will apply to the solutions, goods, and/or services contained within this quote.

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

Price above does not include any applicable sales taxes.

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

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

Tax Status:

Taxable_____ Tax Exempt_____

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

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

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

## 100315 Achieva 1.5T Systems

## OPTIONS

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

| Line # | Part # | Description | Qty | Each | Price |
|---|---|---|---|---|---|
| 1 | **981607300109 | **MEDRAD SPECTRIS INJECTOR FOR MOBILE SYSTEMS** | 1 | $41,250.00 | $41,250.00 |

MEDRAD SPECTRIS INJECTOR FOR MOBILE SYSTEMS Injector with 5 foot head assembly cable for use with a mobile MRI system. The Spectris MR injection system is used for precisely time contrast administration to maximize dynamic studies and delivery of a tight bolus to provide definitive single intensity changes in the region of interest.

# Terms and Conditions of Sale

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

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

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

3. Payment Terms.

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

4. Leases. In the event the Customer desires to convert the purchase of any product to a lease, the Customer will arrange for the lease agreement and all other related documentation to be reviewed and approved by Philips not later than ninety days prior to the date of the availability for delivery of major components of the product. The Customer is responsible for converting the transaction to a lease, and is required to secure the leasing company's approval of all of the terms and conditions in the quotation without modification. No product will be delivered to the Customer until Philips has received copies of the fully executed lease documents and has approved the same.

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

6. Shipment and Risk of Loss.

- 6.1 Philips will use reasonable efforts to ship the product to the Customer by the date specified on the face or above pages of the quotation, or as otherwise agreed in writing. Philips will ship the product according to Philips' standard commercial practices at Philips' expense. Philips may make partial shipments. Prior to the shipment of any product, Philips may change the construction or the design of the product without notice to the Customer as long as the function, footprint, and performance of the product are not substantially altered. Philips may use refurbished components in the manufacture and repair of the products. All refurbished components are subject to the same inspection and quality control procedures as all other materials used in the manufacture of the products, and shall be warranted to the same extent as all other components under the warranty.
- 6.2 Title to any product (excluding software), and the risk of loss or damage to any product shall pass to the Customer F.O.B. destination.
- 6.3 If the Customer requests a delay in the date major components of the product are available for delivery, then Philips will place the product in storage and the unpaid portion of the purchase price shall be due. Philips will pay all storage fees and will bill the Customer for all such fees.

7. Installation.

- 7.1 The Customer shall provide Philips full and free access to the installation site, and suitable and safe space for the storage of the products before installation. The products will be installed during normal working hours. Philips will unpack the product, construct applicable pads (if required for certain products), connect the product to a safety switch or breaker to be installed by the Customer, and calibrate and test the product. The Customer shall provide any and all plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in the quotation), ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. If local labor conditions (including union requirements or strikes) make it impracticable for Philips' employees to install the products, then the installation shall be performed by personnel supplied by the Customer, or by an independent contractor chosen by the Customer at the Customer's expense and Philips shall deduct such installation costs from the invoice. In each such case, Philips will provide engineering supervision during the installation.
- 7.2 The Customer shall be responsible, at its expense, for the preparation of the installation site where the product will be installed, including any required structural alterations. The site preparation shall be in compliance with all safety, electrical, and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of the Customer. The Customer shall advise Philips of conditions at or near the site that could adversely affect the installation, and shall ensure that those conditions are corrected and that the site is fully prepared and available to Philips before the installation work begins. The Customer, at its expense, shall obtain all permits and licenses required by federal, state, or local

authorities in connection with the installation and operation of the product, including any certificate of need and zoning variances. PHILIPS MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED OR USED OR THE FITNESS OR ADEQUACY OF ANY SITE DRAWINGS FURNISHED BY PHILIPS.

- 7.3 The Customer shall ensure, at no charge to Philips, that there are no obstacles preventing Philips from moving the product from the entrance of the Customer's premises to the installation site. The Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. Philips assumes that no hazardous material exists at the installation site. If any such material exists, the Customer shall be responsible for the proper removal and disposal of the material at the Customer's expense.

8. Product Warranty.

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

9. Software and Licenses.

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

10. Patent Infringement Claims.

- 10.1 Philips shall defend or settle any claim against the Customer that a Philips product provided in the quotation infringes a valid claim under a United States patent provided that the Customer (i) provides Philips prompt written notice of the claim, (ii) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim, and (iii) gives Philips sole control of the defense or settlement of the claim. The provisions of this section shall not apply in the event of any sale or other transfer of the product by the Customer.
- 10.2 In the event the products are found or believed by Philips to infringe such a claim, Philips may, at its option, (i) procure the right for the Customer to use the product, (ii) replace or modify the product to avoid infringement, or (iii) refund to the Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from Philips' compliance with the Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by the Customer; modifications to the product by the Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with products not manufactured by Philips if infringement would have been avoided by the use of a current unaltered release of the products; or use of the products after Philips has offered the Customer one of the options described in this section. The terms in this section state Philips' entire obligation and liability for claims of infringement, and the Customer's sole remedy in the event of a claim of infringement.

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

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

13. Confidentiality. Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers and/or its patients, and the quotation and its terms, including the pricing terms under which the Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party shall disclose such information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The obligation to maintain the confidentiality of such information shall not extend to information in the public domain at the time of disclosure, and/or information that is required to be

disclosed by law or by court order.

14. Compliance with Laws. Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996. Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal health care program, including but not limited to Medicare and Medicaid, as required by federal law.

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

- 15.1 Each party shall be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.
- 15.2 If the Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, the Customer's financial obligations to Philips shall remain in effect.
- 15.3 The Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, and any attempted assignment without such consent shall be of no force or effect.
- 15.4 The Customer shall assume sole responsibility for obtaining any required export authorizations in connection with the Customer's export of the products from the country of delivery.
- 15.5 All transactions contemplated by the quotation shall be governed by the laws of the State of New York without regard to the principles of choice of law.
- 15.6 The terms and conditions in the quotation constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation, and supersede any previous understandings or agreements between the parties whether written or oral regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. The Customer's additional or different terms and conditions whether stated in a purchase order or other document issued by the Customer are specifically rejected and will not apply to the transactions contemplated by the quotation. The Customer's submission of a purchase order shall evidence the Customer's agreement that these terms and conditions may not be changed except in a writing signed by the parties.
- 15.7 The headings in the quotation are intended for convenience only, and shall not be used to interpret the quotation.
- 15.8 If any provision of the quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.
- 15.9 Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth on the face or above pages of the quotation.
- 15.10 The failure of the Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. The course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of the quotation.
- 15.11 The Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. The Customer will not exercise any right of offset in connection with the terms and conditions in the quotation, or in connection with any other agreement, contract, or account with Philips.

**LICENSE AGREEMENT-OPERATING SOFTWARE**

1. This license agreement (the "License Agreement") is by and between Philips Medical Systems North America Company ("Philips") and the Customer identified below, and is entered into as part of the sale of certain products identified on the face or above pages of the quotation attached to this License Agreement. This License Agreement does not supersede or replace any terms of the quotation and any document attached to or a part of the quotation, or support agreements applicable to the products.
2. Upon the Customer's use of the product for any purpose, Philips grants to the Customer a non-exclusive and non-transferable right and license to use the computer software package (the "Software") necessary for the operation of the product on the terms and conditions in this License Agreement. The license shall continue for as long as the Customer continues to own the product, except that Philips may terminate the license in the event of any default by the Customer. The Customer shall return the Software and any authorized copies thereof to Philips immediately upon expiration or termination of this license.
3. The license does not extend to any Philips maintenance or service software and documentation provided with the product and/or located at the Customer's premises. Such software and documentation is intended solely to assist Philips and its authorized agents to install and to test the products, or to assist Philips and its authorized agents to maintain and to service the products under a separate support agreement with the Customer. The Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents only.
4. The license granted to the Customer does not include any right to use the Software for purposes other than the operation of the product. The Customer may not copy, reproduce, sell, assign, transfer, or sublicense the Software for any purpose without the prior written consent of Philips. If such consent is obtained, the Customer shall reproduce Philips' copyright notice or other identifying legends on such copies or reproductions.
5. The license granted to the Customer shall not affect the exclusive ownership by Philips of the Software or of any trademarks, copyrights, patents, trade secrets, or other property rights of Philips (or any of Philips' suppliers) relating to the Software.
6. The Customer agrees that only authorized officers, employees, and agents of Customer will use the Software or have access to the Software (or to any part thereof), and that none of Customer's officers, employees, or agents will disclose any part or all of

the Software, or permit any part or all the Software to be used by any person or entity other than those identified in this License Agreement. The Customer acknowledges that certain of Philips' rights may be derived from license agreements with third parties, and the Customer agrees to preserve the confidentiality of information provided to Philips under such third party license agreements.

7. If the Customer modifies the Software in any manner, all warranties associated with the Software and the products shall become null and void. If the Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Software, the Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.
8. The Software is licensed to the Customer on the basis that (a) the Customer shall maintain the configuration of the products as they were originally designed and manufactured and (b) the product includes only those subsystems and components certified by Philips. The Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.
9. The liability, if any, of Philips for damages whether arising from breach of the terms in this license, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the Software, the products, and services is limited to an amount not to exceed the license fee applicable to the Software.
10. THE WARRANTIES SET FORTH IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT AND THE SOFTWARE AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION ATTACHED TO THIS LICENSE AGREEMENT, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
11. IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS (INCLUDING THE SOFTWARE), OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS LICENSE AGREEMENT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.
12. The Software shall be used only on the product referenced in the quotation.

# ATTACHMENT C

## PROJECT DESCRIPTION

**Mandell & Blau, M.D.'s, P.C.**
**Letter of Intent**
**Relocation of MRI of Farmington Avenue**
**Project Description**

**Introduction**

In this Letter, Mandell & Blau is announcing its proposal to relocate its Open MRI of Farmington Avenue offices located at 901 Farmington Avenue in West Hartford to Blue Back Square. In addition to the move, Mandell & Blau are seeking to replace the existing MRI unit with a newer unit as well as purchase a free standing CT scanner for the new office.

**Project Description**

Mandell & Blau currently provide open MRI services at the current location on Farmington Avenue. With the recent development of Blue Back Square and the planned presence of an ambulatory surgery center, relocating the offices closer improves the convenience and access to diagnostic imaging services. The new office's 6,000 square feet will be better equipped to meet future patient demand. In addition to the office relocation, Mandell & Blau are seeking to purchase imaging equipment. The first is a replacement of the existing 2.3 Tesla Open MRI unit with a newer more capable MRI system. The replacement 1.5 Tesla Wide Aperture Open MRI not only provides higher quality and quicker scans, it adds the ability to perform breast imaging, MRA and advanced neurological imaging. The second planned purchase is for a 16 slice CT scanner. Currently, CT scans are performed at the Buckland Hills offices which make it inconvenient for our patients located in the West Hartford area. Since the new space is larger and unfurnished, there is a construction cost of $437,360. The total cost of the project is estimated to be about $2,500,000.

Mandell & Blau will fund this project partly through its own equity and financing.

**Conclusion**

This proposal will have no adverse affect on the delivery of care as well as no significant impact on rates or patient charges. It will allow for faster and better diagnostic imaging capabilities at HCC. We respectfully request a favorable determination by the Office of Health Care Access on this matter.

**Supplemental Information:**

1. **List the types of services are currently being provided. If applicable, provide a copy of each Department of Public Health (DPH) license held by the Applicant.**

   Open MRI of Farmington Avenue is operated by Mandell & Blau, M.D.'s, P.C. It has provided open MRI services at its current location since January 18, 2001. Mandell & Blau are proposing to relocate nearly a half mile away to a larger, more convenient office space within Blue Back Square. In addition, we seek to purchase two pieces of equipment. The firs is a replacement our MRI unit with a more modern system capable of providing higher resolution scans and decreased wait times. The second would be

the purchase of a CT scanner to complement the existing services and better meet the needs of the proposed ambulatory surgery center.

2. **List the types of services are being proposed and what DPH licensure categories will be sought, if applicable.**

   In this proposal, the Applicant is seeking to relocate its current offices, purchase a CT scanner and replace its existing MRI unit. No new DPH licensure categories are being sought.

3. **Identify the current population served and who is the target population to be served.**

   Open MRI of Farmington Avenue currently serves the Town of West Hartford and those towns immediately adjacent to it such as Bloomfield, Farmington, Hartford, New Britain, and Newington. There will be no change in the population served.

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

   Currently the Open scanner cannot meet the need of the increasing demand for MRI Breast and MRA's, specifically peripheral vascular angiography. Also more technically advance studies such as abdominal scanning including dynamic evaluation of the abdomen including breath holding technique. These represent the largest growth areas in MR imaging.

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

   Since Open MRI of Farmington Avenue is currently a provider in this area, this proposal is not expected to have a significant impact on the patient volumes, financial stability or the quality of care offered by the other providers of said services. The closest provider is Jefferson Radiology.

6. **Describe the anticipated effect of this proposal on the health care delivery system in the State of Connecticut.**

   This proposal will improve the delivery of health care in central Connecticut by providing an up-to-date diagnostic imaging center for use by patients, physicians, and staff. In addition, the proposal responds to the growing demand of MRI and CT scans not only in part due to increases in utilization, but also to accommodate those patients of the Blue Back Square Ambulatory Surgery Center. Finally, it affords the community improved access to care, reduced waiting times, and higher quality diagnostic imaging.

7. **Who will be responsible for providing the service?**

The responsibility for providing services for the new equipment at the new location would not be changed by this project

8. **Who are the current payers of this service and identify any anticipated payer changes when the proposed project becomes operational?**

   There is no anticipated impact on payer mix.

# STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

February 26, 2007

Dr. Jeffrey Blau M.D.
Mandell & Blau, M.D.'s P.C.
40 Hart Street, Building B
New Britain, CT 06052

Re: Letter of Intent, Docket Number 07-30929
Mandell & Blau, M.D.'s, P.C.
Acquisition of a 1.5 Tesla MRI scanner and a 16-Slice CT scanner to be located at a new radiology office in Blue Back Square in West Hartford
Notice of Letter of Intent

Dear Dr. Blau,

On February 22, 2007, the Office of Health Care Access ("OHCA") received the Letter of Intent ("LOI") Form of Mandell & Blau, M.D.'s, P.C. ("Applicant") for acquisition of a 1.5 Tesla MRI scanner and a 16-Slice CT scanner to be located at a new radiology office in Blue Back Square in West Hartford, at a total capital expenditure of $2,466,351.

A notice to the public regarding OHCA's receipt of a LOI was published in the *Hartford Courant* pursuant to Section 19-639 of the Connecticut General Statutes. Enclosed for your information is a copy of the notice to the public.

Sincerely,

Kimberly R. Martone
Certificate of Need Supervisor

KRM:lmg

# STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

February 26, 2007

Requisition # HCA07-130
Email: Publicnotices@courant.com

The Hartford Courant
285 Broad Street
Hartford, CT 06115

Gentlemen/Ladies:

Please make an insertion of the attached copy, in a single column space, set solid under legal notices, in the issue of your newspaper by no later than **Thursday March 1, 2007**.

Please provide the following **within 30 days** of publication:

- Proof of publication (copy of legal ad. acceptable) showing published date along with the invoice.

If there are any questions regarding this legal notice, please contact **Steven Lazarus** at (860) 418-7001.

KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,

Kimberly R. Martone
Certificate of Need Supervisor

Attachment

KRM:SWL:lmg

cc: Sandy Salus, OHCA

**The Hartford Courant**
**Docket Number 07-30929**

**Letter of Intent**
**February 26, 2007**

**PLEASE INSERT THE FOLLOWING:**

| | |
|---|---|
| Statute Reference: | 19-639 |
| Applicant: | Mandell & Blau, M.D.'s, P.C. |
| Town: | West Hartford |
| Docket Number: | 07-30929-LOI |
| Proposal: | Acquisition of a 1.5 Tesla MRI scanner and a 16-Slice CT scanner to be located at a new radiology office in Blue Back Square in West Hartford |
| Total Capital Expenditure: | $2,466,351 |

The Applicant may file its Certificate of Need application between April 23, 2007 and June 22, 2007. Interested persons are invited to submit written comments to Cristine A. Vogel, Commissioner Office of Health Care Access, 410 Capitol Avenue, MS13HCA P.O. Box 340308 Hartford, CT 06134-0308.

The Letter of Intent is available for inspection at OHCA. A copy of the Letter of Intent or a copy of Certificate of Need Application, when filed, may be obtained from OHCA at the standard charge. The Certificate of Need application will be made available for inspection at OHCA, when it is submitted by the Applicant.

30929

The Hartford Courant.
A TRIBUNE PUBLISHING COMPANY

# Affidavit of Publication

State of Connecticut

Wednesday, February 28, 2007

County of Hartford

I, Joy Shroyer, do solemnly swear that I am Financial Operations Assistant of the Hartford Courant, printed and published daily, in the state of Connecticut and that from my own personal knowledge and reference to the files of said publication the advertisement of Public Notice was inserted in the regular edition.

On dates as follows: 02/28/2007

In the amount of $[redacted]
ST OF CT OFFICE OF HLTH.ACC HCA07-130
700309
Full Run

RECEIVED
2007 MAR -6 PM 12:24
OFFICE OF HEALTH CARE ACCESS

**LEGAL NOTICE**

**Statute Reference:** 19-639
**Applicant:** Mandell & Blau, M.D.'s, P.C.
**Town:** West Hartford
**Docket Number:** 07-30929-LOI

**Proposal:** Acquisition of a 1.5 Tesla MRI scanner and a 16-Slice CT scanner to be located at a new radiology office in Blue Back Square in West Hartford.
**Total Capital Expenditure:** $2,466,351

The Applicant may file its Certificate of Need application between April 23, 2007 and June 22, 2007. Interested persons are invited to submit written comments to Cristine A. Vogel, Commissioner Office of Health Care Access, 410 Capitol Avenue, MS13HCA P.O. Box 340308 Hartford, CT 06134-0308.

The Letter of Intent is available for inspection at OHCA. A copy of the Letter of Intent or a copy of Certificate of Need Application, when filed, may be obtained from OHCA at the standard charge. The Certificate of Need application will be made available for inspection at OHCA, when it is submitted by the Applicant.

Financial Operations Assistant
Joy Shroyer

Subscribed and sworn to before me on February 28, 2007

**Notary Public**

LISA CARDINI
NOTARY PUBLIC
MY COMMISSION EXPIRES JUNE 30, 2011

# Public Notices

## CONNECTICUT

**TE OF CONNECTICUT**
**SUPERIOR COURT**
**UVENILE MATTERS**
**ORDER OF NOTICE**
**OTICE TO: John Doe**
**of parts unknown**
petition has been filed
g.
rmination of parental
of the above named in
child(ren).
e petition, whereby the
decision can affect
arental rights, if any, re-
g minor child(ren) will
ard on: 3/27/2007 at
a.m. at 20 Franklin Sq.
New Britain, CT 06051.
efore, ORDERED, that
of the hearing of this
n be given by publish-
s Order of Notice once,
liately upon receipt, in
artford Courant, 285
St., Hartford, CT 06115 a
aper having circulation
own/city of: Hartford.
Hon. Maria Kahn
Judge
JoAnn E. Crispo
Asst. Clerk
2/26/2007
ght to Counsel: Upon
of inability to pay for a
r, the court will provide
e you at court expense.
uch request should be
immediately at the
office where your hear-
o be held.

## ENFIELD

**1of Enfield, Connecticut**
**equest for Proposals**

**ilitory & Banking Services**

February 28, 2007

ed proposals for the
t named above will be
ed at the office of the Di-
- of Finance until 11:00
hursday April 5, 2007.
after, the RFP's will be

## HARTFORD

**Legal Notice**
**City of Hartford, Department of Housing and Community Development Agency Plan.** In compliance with section 511 of the Quality Housing and Work Responsibility Act of 1998 the City of Hartford Department of Housing and Community Development announces the availability of the preliminary draft of the Tenant-Based Assistance 5 year and Annual plan. Information relating to the plan(s) is available for review and inspection Monday through Friday at the City of Hartford, Department of Housing and Community Development office located at 250 Constitution Plaza - 4th Flr., Hartford, CT 06103 (9:30 a.m. to 4:30 p.m.), or Hartford Public Library (Main Office) 500 Main Street, Hartford, CT 06103 (9:00 a.m. to 5:00 p.m.) or 635 Farmington Avenue, Hartford CT 06105 (8:00 a.m. to 5:00 p.m.) You may also access this information anytime through Internet connection of the City of Hartford website address by typing www.hartford.gov. Your comments or suggestions may be mailed to City of Hartford, Department of Housing and Community Development, Attn. Bruno Mazzulla, c/o Tenant-Based Assistance 5 Year and Annual Plan, 250 Constitution Plaza - 4th Flr., Hartford, CT 06103 and will be considered before the final plan is completed. A public hearing is scheduled for April 16, 2007 at 5:00 p.m. at 250 Constitution Plaza - 3rd Flr., (Probate Court) Hartford, CT 06103.

## CONNECTICUT

**LEGAL NOTICE**

**Statute Reference:** 19-639
**Applicant:** Mandell & Blau, M.D.'s, P.C.
**Town:** West Hartford
**Docket Number:** 07-30929-LOI

**Proposal:** Acquisition of a 1.5 Tesla MRI scanner and a 16-Slice CT scanner to be located at a new radiology office in Blue Back Square in West Hartford.
**Total Capital Expenditure:** $2,466,351

The Applicant may file its Certificate of Need application between April 23, 2007 and June 22, 2007. Interested persons are invited to submit written comments to Cristine A. Vogel, Commissioner Office of Health Care Access, 410 Capitol Avenue, MS13HCA P.O. Box 340308 Hartford, CT 06134-0308.

The Letter of Intent is available for inspection at OHCA. A copy of the Letter of Intent or a copy of Certificate of Need Application, when filed, may be obtained from OHCA at the standard charge. The Certificate of Need application will be made available for inspection at OHCA, when it is submitted by the Applicant.

WEATHER ALERTS

## OTHER

**LEGAL NOTICE OF AVAILABILITY**

USDA Wildlife Services (WS) has issued a Decision and Finding of No Significant Impact (FONSI) for an Environmental Assessment (EA) for Reducing Pigeon, Starling, and Sparrow Damage through an Integrated Wildlife Damage Management Program in the State of Connecticut. The proposed action is for WS to implement an integrated Wildlife Damage Management approach to reduce feral pigeon, European starling and house sparrow damage and conflicts to crops, property, natural resources, and human health and safety on all land classes where a need exists and a request is received throughout Connecticut. The EA identifies and analyzes the potential environmental effects of conducting alternative strategies for reducing pigeon, starling and sparrow damage and conflicts. Based on the analyses contained in the assessment, it was concluded that the proposed action will not have a significant impact upon the quality of the human environment. Copies of the EA and Decision/FONSI are available from USDA Wildlife Services, 463 West Street, Amherst, MA 01002, (413) 253-2403.

## GLASTONBURY

**INVITATION TO BID**
**TOWN OF GLASTONBURY**

| BID # | ITEM | DATE & TIME REQUIRED |
|---|---|---|
| GL-2007-36 | Type III Ambulance | 3/21/07 @ 10:00 a.m. |

Bid Forms may be obtained at the Office of the Purchasing Agent, Town Hall, 2155 Main Street, Glastonbury, Connecticut 06033, (second level).

The Town reserves the right to waive informalities or reject any part, or the entire bid, when said action is deemed to be in the best interests of the Town. All Sealed Bids must be submitted to the Office of the Purchasing Agent no later than the time and date indicated. All bids will be publicly opened and read.

Mary F. Visone
Purchasing Agent

## NEW HAVEN

**Housing Authority of the City of New Haven**
**Addendum No. 1**

**INVITATION FOR BID**
**JANITORIAL SERVICES FOR OFFICES LOCATED AT 360 ORANGE STREET, NEW HAVEN, CT 06511**

**Solicitation # OP-07-S-0005**

## CONNECTICUT

**Request For Proposal**
**#01-7000**

The Judicial Branch, Purchasing Services Office, on behalf of the Court Support Services Division is requesting proposals from qualified organizations or individuals to provide parenting education programs for persons involved in court proceedings in family relations matters.

A Pre-Proposal Conference is scheduled for March 13, 2007 at 10:00 a.m. Further details are available in the RFP documents.

Sealed proposals must be received before 2:30 p.m. on April 10, 2007. Immediately thereafter, all proposals will be publicly opened and prices read aloud. Late proposals will NOT be accepted.

VENDORS CURRENTLY REGISTERED UNDER THE STATE'S SMALL BUSINESS SET-ASIDE PROGRAM ARE ENCOURAGED TO APPLY.

Proposal package may be obtained at Judicial Materials Management Unit, Purchasing Services at: 90 Washington Street, 4th Floor, Hartford, CT or Call (860) 706-5200 to request by mail, or access the web site below.

PLEASE CHECK THE JUDICIAL WEB SITE AT: www.jud.ct.gov/externalnews/busopp/default.htm

JUDICIAL BRANCH
MATERIALS MANAGEMENT UNIT
PURCHASING SERVICES
90 WASHINGTON STREET
HARTFORD, CT 06106

An Equal Opportunity/ Affirmative Action Employer

## PLAINVILLE

**PUBLIC NOTICE**
**Town of Plainville**

The Facilities Study Committee was created in December 1995 for the purpose of developing strategic plans for the use and reuse of all Town facilities and to develop an implementation schedule.

The current members of the Facilities Study Committee are Christopher Wazorko and Robert Ciotto from the Town Council, Becky Tyrell and William Crowley from the Board of Education; Superintendent of Schools Kathleen Binkowski and Town Manager Robert Lee. The Facilities Study Committee reports directly to the Town Council.

The Facilities Study Committee recently met to review the proposed 5-year Capital Improvement Plan for FY 08 through FY 12. The Capital Plan includes " large ticket " purchases that exceed $5,000. These could include road repairs, bridge repairs, park improvements, building repairs as well as vehicles and equipment replacements and new purchases.

After a presentation by the Town Manager, the Facilities Study Committee voted to recommend a CIP Budget for FY 08 that totals $1,217,000. This is an increase of $82,000 from the current year's budget. The recommended plan includes paving of town roads ($200,000), senior center expansion ($60,000 grant match), police vehicle replacements ($50,000), dump truck replacements ($125,000), continuing payment for land purchase on Granger Lane ($90,000), lease payment for the replacement of Fire engine 5 ($100,000) and

# STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

March 8, 2007

Jeffrey Blau M.D.
Mandell & Blau, M.Ds,, P.C.
40 Hart Street
Building B
New Britain, CT 06052

RE: Certificate of Need Application Forms, Docket Number 07-30929-CON
Mandell & Blau, M.Ds,, P.C.
Acquisition of a 1.5 Tesla MRI scanner and a 16-Slice CT scanner to be locoated at a new radiology office in Blue Back Square in West Hartford

Dear Dr. Blau:

Enclosed are the application forms for Mandell & Blau, M.Ds,, P.C.'s Certificate of Need ("CON") proposal for the Acquisition of a 1.5 Tesla MRI scanner and a 16-Slice CT scanner to be lcoated at a new radiology office in Blue Back Square in West Hartford with an associated capital expenditure of $2,466,351. According to the parameters stated in Section 19a-639 of the Connecticut General Statutes the CON application may be filed between April 23, 2007, and June 22, 2007.

**When submitting your CON Application, please paginate and date each page contained in your submission. In addition, please submit one (1) original and five hard copies; as well as a scanned copy of the complete Application, including all attachments, on CD or Diskette. OHCA requests that the electronic copy be in Adobe or MS Word format and that the Financial Attachment and other data as appropriate be in MS Excel format.**

The analyst assigned to the CON application is Steven W. Lazarus. Please feel free to contact him/her at (860) 418-7001, if you have any questions.

Sincerely,

Kimberly Martone
Certificate of Need Supervisor

Enclosure

# GENERAL AFFIDAVIT

Applicant: _____

Project Title: _____

I, _____, _____
(Name) (Position – CEO or CFO)

of _____ being duly sworn, depose and state that the (Facility Name) said facility complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

_____ _____
Signature Date

Subscribed and sworn to before me on_____

_____

Notary Public/Commissioner of Superior Court

My commission expires: _____

# OFFICE OF HEALTH CARE ACCESS

## REQUEST FOR NEW CERTIFICATE OF NEED

## FILING FEE COMPUTATION SCHEDULE

| APPLICANT: _____<br>PROJECT TITLE: _____<br>DATE: _____ | FOR OHCA USE ONLY:<br>DATE INITIAL<br>1. Check logged (Front desk) _____ _____<br>2. Check rec'd (Clerical/Cert.) _____ _____<br>3. Check correct (Superv.) _____ _____<br>4. Check logged (Clerical/Cert).) _____ _____ |
|---|---|

| SECTION A – NEW CERTIFICATE OF NEED APPLICATION | |
|---|---|
| 1. Check statute reference as applicable to CON application (see statute for detail):<br><br>_____ 19a-638.Additional function or service, change of ownership, service termination.<br>**No Fee Required.**<br><br>_____ 19a-639 Capital expenditure exceeding $3,000,000 or capital expenditure exceeding $3,000,000 for major medical equipment, CT scanner, PET scanner, PET/CT scanner, MRI scanner, cineangiography equipment or linear accelerator.<br>**Fee Required.**<br><br>_____ 19a-638 and 19a-639.<br>**Fee Required.**<br><br>2. Enter $0 on "Total Fee Due" line (SECTION B) if application is required pursuant to Section 19a-638 only, otherwise go on to line 3 of this section.<br><br>3. Enter $400 on "Total Fee Due" line (SECTION B) if application is for capital expenditure for major medical equipment, imaging equipment or linear accelerator less than $3,000,000<br><br>4. Section 19a-639 fee calculation (applicable if section 19a-639 capital expenditure for major medical equipment, imaging equipment or linear accelerator exceeding $3,000,000 or other capital expenditure exceeding $3,000,000 is checked above **OR** if both 19a-638 and 19a-639 are checked):<br>a. Base fee: _____<br>b. Additional Fee: (Capital Expenditure Assessment)_____<br>(To calculate: Total requested Capital Expenditure/Cost excluding capitalized financing costs multiplied times .0005 and round to nearest dollar.) ($_____ x .0005)<br>c. Sum of base fee plus additional fee: (Lines A4a + A4b)_____<br>d. Enter the amount shown on line A4c. on "Total Fee Due" line (SECTION B). | $ 1,000.00<br>$_____.00<br><br>$_____.00 |
| **SECTION B TOTAL FEE DUE:** _____ | $_____.00 |

**ATTACH HERE CERTIFIED OR CASHIER'S CHECK ONLY** (Payable to: Treasurer, State of Connecticut)

# State of Connecticut
# Office of Health Care Access
# Certificate of Need Application

Please complete all questions. If any question is not relevant to your project, Not Applicable may be an acceptable response. Your Certificate of Need application will be eligible for submission no earlier than «Days60», and may be submitted no later than «Days120». The Analyst assigned to your application is Laurie Greci and may be reached at the Office of Health Care Access at (860) 418-7001.

| | |
|---|---|
| **Docket Number:** | 06-30929-CON |
| **Applicant Name:** | Mandell & Blau, M.D.'s, P.C. |
| **Contact Person:** | Jeffrey Balu, M.D.<br>Mandel & Blau, M.D.'s, P.C. |
| **Contact Address:** | 40 Hart Street<br>New Britain, CT 06052 |
| **Project Location:** | West Hartford |
| **Project Name:** | Acquisition of a 1.5 Tesla MRI scanner and a 16-Slice CT scanner to be located in a new radiology office at Blue Back Square in West Hartford |
| **Type proposal:** | Section 19a-639, C.G.S. |
| **Est. Capital Expenditure:** | $2,466,351 |

## 1. Expansion of Existing or New Service

What services are currently offered at your facility that the proposed expansion or new service will augment or replace? Please list.

Augment:

Replace:

## 2. State Health Plan

No questions at this time.

## 3. Applicant's Long Range Plan

Is this application consistent with your long-range plan?

☐ Yes ☐ No

If "No" is checked, please provide an explanation.

## 4. Clear Public Need

Please address the following questions regarding the acquisition of the **MRI scanner**:

A. Explain how it was determined there was a need for the proposal in your service area.

B. Please explain why this particular location was chosen for the MRI scanner?

C. Provide the primary and secondary service area towns.

D. Provide the rationale for choosing the proposed primary and secondary service area towns.

E. In a table format, provide the units of service (i.e. procedure, scan, visit, etc.) for the past three fiscal years for each of the Applicant's location which provides MIR scanning service.

F. If new facility/service, the population to be served, including the number of individuals to receive the proposed service(s). Include demographic Information, as appropriate.

G. Scheduling backlogs in service area

H. Travel distance from proposed site to service area towns

I. Hours of operation of existing/proposed service.

J. Provide the information as outlined in the following table concerning the existing providers' (in the Applicant(s) PSA) current operations:

| Description of Service[1] | Provider Name and Location | Hours and Days of Operation[2] | Current Utilization[3] |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

[1] If proposal concerns imaging equipment, provide a description of the equipment used by the Provider, if known. For MRI scanners, include Tesla strength, and whether or not the scanner is considered to be "open" or "closed".
[2] Specify days of the week and start and end time for each day.
[3] Number of scans performed on specified scanner by Provider for the most recent 12 month period, if known.

K. What will be the effect of your proposal on existing providers (i.e. patient volume, financial stability, quality of care, etc.)?

L. Provide the units of service projected for the first three years of operation of the proposed service. **Include the derivation/calculation.**

Please address the following questions regarding the acquisition of the **CT scanner**:

M. Explain how it was determined there was a need for the proposal in your service area.

N. Please explain why this particular location was chosen for the CT scanner?

O. Provide the primary and secondary service area towns.

P. Provide the rationale for choosing the proposed primary and secondary service area towns.

Q. In a table format, provide the units of service (i.e. procedure, scan, visit, etc.) for the past three fiscal years for each of the Applicant's location which provides CT scanning service.

R. If new facility/service, the population to be served, including the number of individuals to receive the proposed service(s). Include demographic Information, as appropriate.

S. Scheduling backlogs in service area

T. Travel distance from proposed site to service area towns

U. Hours of operation of existing/proposed service.

V. Provide the information as outlined in the following table concerning the existing providers' (in the Applicant(s) PSA) current operations:

| Description of Service[1] | Provider Name and Location | Hours and Days of Operation[2] | Current Utilization[3] |
|---|---|---|---|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

[1] If proposal concerns imaging equipment, provide a description of the equipment used by the Provider, if known. For MRI scanners, include Tesla strength, and whether or not the scanner is considered to be "open" or "closed".
[2] Specify days of the week and start and end time for each day.
[3] Number of scans performed on specified scanner by Provider for the most recent 12 month period, if known.

W. What will be the effect of your proposal on existing providers (i.e. patient volume, financial stability, quality of care, etc.)?

X. Provide the units of service projected for the first three years of operation of the proposed service. **Include the derivation/calculation.**

Please address the remaining questions for the complete proposal (MRI and CT scanner):

Y. Will your proposal remedy any of the following barriers to access? Please provide an explanation.

☐ Cultural ☐ Transportation

☐ Geographic ☐ Economic

☐ None of the above ☐ Other (Identify) _____

If you checked other than None of the above, please provide an explanation.

Z. Provide copies of any of the following plans, studies or reports related to your proposal:

☐ Epidemiological studies
☐ Public information reports
☐ Needs assessments
☐ Market share analysis

☐ Other (Identify)
☐ None, *Explain* why no reports, studies or market share analysis was undertaken related to the proposal:

## 5. Quality Measures

A. If the proposal is for a new technology or procedure, have all appropriate agencies approved the proposed procedure (e.g., FDA etc.)?

☐ Yes ☐ No ☐ Not Applicable

If "No", please provide an explanation.

B. Check off all the Standard of Practice Guidelines that will be utilized by the Applicant for the proposed service. Please submit the most recent copy of each report related to the proposal:

☐ American College of Cardiology
☐ National Association of Child Bearing Centers
☐ Report of the Inter-Council for Radiation Oncology
☐ National Committee for Quality Assurance
☐ American College of Obstetricians & Gynecologists
☐ American College of Radiology
☐ Public Health Code & Federal Corollary
☐ American College of Surgeons
☐ Substance Abuse Society and Mental Health Services Administration

☐ Other, Specify:

C. Describe in detail how the Applicant plans to meet the each of the guidelines checked off above.

D. Submit a list of **all** key professional and administrative personnel, including the Applicant's Chief Executive Officer (CEO) and Chief

Financial Officer (CFO), Medical Director, physicians, nurses, therapists, counselors, etc., related to the proposal and a copy of their Curriculum Vitae.

***Note:*** *For physicians, please provide a list of hospitals where the physicians have admitting privileges.*

E. Provide a copy of the most recent inspection reports and/or certificate for your facility:

- ☐ DPH
- ☐ Fire Marshall Report
- ☐ AAAHC
- ☐ Other:
- ☐ JCAHO
- ☐ Other States Health Dept. Reports (New Out-of-State Providers)
- ☐ AAAASF

**Note**: Above referenced acronyms are defined below. [1]

F. Provide copies of any Quarterly Action Reports, Consent Decrees or Statement of Charges against the Hospital (Applicant), Physicians and any staff related to the proposal, for the past five (5) years.

G. Provide a copy of any plan of action which has been formulated to address the above action against the Hospital (Applicant), Physician(s) working at the Hospital and/or any staff related to the proposal.

H. Provide a copy of the following (as applicable):

- ☐ A copy of the related Quality Assurance plan
- ☐ Protocols for service (new service only)
- ☐ Patient Selection Criteria/Intake form

## 6. Improvements to Productivity and Containment of Costs

In the past year has your facility undertaken any of the following activities to improve productivity and contain costs?

- ☐ Energy conservation
- ☐ Application of technology (e.g., computer systems, robotics, telecommunication systems, etc.)
- ☐ None of the above
- ☐ Other (identify):
- ☐ Group purchasing
- ☐ Reengineering

[1] DPH – Department of Public Health; JCAHO – Joint Commission on Accreditation of Hospitals Organization; AAAHC – Accreditation Association for Ambulatory Health Care, AAAASF – American Association for Accreditation of Ambulatory Surgery Facilities, Inc.

## 7. Miscellaneous

A. Will this proposal result in new (or a change to) your teaching or research responsibilities?

☐ Yes ☐ No

If you checked "Yes," please provide an explanation.

B. Are there any characteristics of your patient/physician mix that makes your proposal unique?

☐ Yes ☐ No

If you checked "Yes," please provide an explanation.

C. Provide the following licensing information:

i) If you are currently licensed, provide a copy of the State of Connecticut Department of Public Health license currently held.

ii) The DPH licensure category you are seeking.

iii) If not applicable, please explain why.

## 8. Financial Information

A. Type of ownership: (Please check off all that apply)

☐ Corporation (Inc.)
☐ Partnership
☐ Joint Venture
☐ Other (Specify):
☐ Limited Liability Company (LLC)
☐ Professional Corporation (PC)

B. Provide the following financial information:

i) Please submit the Applicant's audited financial statements for the most recently completed fiscal year. If the Applicant has no audited financial statements, please submit a compilation report or an unaudited Balance Sheet and Statement of Operations for the most recently completed fiscal year. These statements should be externally prepared and submitted on the preparer's letterhead.

ii) Identify the entity that will be billing for the proposed service.

## 9. Major Cost Components/Total Capital Expenditure

Submit a final version of all capital expenditures/costs as follows:

| | |
|---|---|
| Medical Equipment (Purchase) | |
| Major Medical Equipment (Purchase) | |
| Non-Medical Equipment (Purchase)* | |
| Land/Building (Purchase) | |
| Construction/Renovation | |
| Other (Non-Construction) Specify:_____ | |
| **Total Capital Expenditure** | |
| Medical Equipment (Lease (FMV)) | |
| Major Medical Equipment (Lease (FMV) | |
| Non-Medical Equipment (Lease (FMV))* | |
| Fair Market Value of Space – (Capital Leases Only) | |
| **Total Capital Cost** | |
| Capitalized Financing Costs (Informational Purpose Only) | |
| Total Capital Expenditure with Cap. Fin. Costs | |

* Provide an itemized list of all non-medical equipment.

## 11. Construction Information

A. Provide a detailed description of the proposed new construction/renovation including the related gross square feet of new construction/renovation.

B. Provide all schematic drawings related to the project that are available, including existing and proposed floor plans.

C. Provide the following information regarding the schedule for new construction/ renovation:

| | |
|---|---|
| Construction Commencement Date | |
| Construction Completion Date | |
| DPH Licensure Date | |
| Commencement of Operations Date | |

## 12. Capital Equipment Lease/ Purchase

If the CON involves any capital equipment lease and/or purchase, please answer all of the following that apply:

| | |
|---|---|
| What is the anticipated residual value at the end of the lease or loan term? | $_____ |
| What is the useful life of the equipment? | ___Years |
| Please submit a copy of the vendor quote or invoice as an attachment. | |
| Please submit a schedule of depreciation for the purchased equipment as an attachment. | |

For multiple items, please attach a separate sheet for each item in the above format.

## 13. Type of Financing

A. Check type of funding or financing source and identify the following anticipated requirements and terms: (Check all which apply)

☐ Applicant's equity:

Source and amount:

| | |
|---|---|
| Operating Funds<br>Source/Entity Name<br>Available Funds | $_____<br>_____ |
| Contributions | $_____ |
| Funded depreciation | $_____ |
| Other | $_____ |

☐ Grant:

| | |
|---|---|
| Amount of grant | _____ |
| Funding institution/ entity | _____ |

☐ Conventional loan or
☐ Connecticut Health and Educational Facilities Authority (CHEFA) financing:

| | |
|---|---|
| Current CHEFA debt | |
| CON Proposed debt financing | |
| Interest rate | % |
| Monthly payment | |
| Term | Years |
| Debt service reserve fund | |

☐ Lease financing or
☐ CHEFA Easy Lease Financing:

| | |
|---|---|
| Current CHEFA Leases | |
| CON Proposed lease financing | |
| Fair market value of leased assets at lease inception | |
| Interest rate | % |
| Monthly payment | |
| Term | Years |

☐ Other financing alternatives:

| | |
|---|---|
| Amount | |
| Source (e.g., donated assets, etc.) | |

B. Please provide copies of the following, if applicable:
   i. Letter of interest from the lending institution,
   ii. Letter of interest from CHEFA,
   iii. Amortization schedule (if not level amortization payments),
   iv. Lease agreement.

## 14. Revenue, Expense and Volume Projections

A.1. Payer Mix Projection

Please provide both the current payer mix and the projected payer mix with the CON proposal for the Total Facility based on Net Patient Revenue in the following reporting format:

| Total Facility Description | Current Payer Mix | Year 1 Projected Payer Mix | Year 2 Projected Payer Mix | Year 3 Projected Payer Mix |
|---|---|---|---|---|
| Medicare* | % | % | % | % |
| Medicaid* (includes other medical assistance) | | | | |
| CHAMPUS and TriCare | | | | |
| **Total Government Payers** | | | | |
| Commercial Insurers* | | | | |
| Uninsured | | | | |
| Workers Compensation | | | | |
| **Total Non-Government Payers** | | | | |
| | | | | |
| **Payer Mix** | 100.0% | 100.0% | 100.0% | 100.0% |

*Includes managed care activity.

A.2. Please describe the impact of the proposal on the interests of consumers of health care services and the payers of such services.

B. Does the Applicant(s) have Tax Exempt Status? ☐ Yes ☐ No

C. Provide the following for the financial and statistical projections:

i) A summary of revenue, expense and volume statistics, without the CON project, incremental to the CON project, and with the CON project. **See attached, Financial Attachment I.** Please note that the actual results for the fiscal year reported in the first column must agree with the Applicant's audited financial statements.

ii) Please complete the enclosed, OHCA's **Financial Attachment II.**

iii) The assumptions utilized in developing the projections (e.g., FTE's by position, volume statistics, other expenses, revenue and expense % increases, project commencement of operation date, etc.).

iv) An explanation for any projected incremental losses from operations contained in the financial projections that result from the implementation and operation of the CON proposal.

v) Provide a copy of the rate schedule for the proposed service.

vi) Describe how this proposal is cost effective.

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**14. C i.** Please provide one year of actual results and three years of projections of **Total Facility** revenue, expense and volume statistics without, incremental to and with the CON proposal in the following reporting format:

| Total Facility: / Description | FY Actual Results | FY Projected W/out CON | FY Projected Incremental | FY Projected With CON | FY Projected W/out CON | FY Projected Incremental | FY Projected With CON | FY Projected W/out CON | FY Projected Incremental | FY Projected With CON |
|---|---|---|---|---|---|---|---|---|---|---|
| **NET PATIENT REVENUE** | | | | | | | | | | |
| Non-Government | | | | $0 | | | $0 | | | $0 |
| Medicare | | | | $0 | | | $0 | | | $0 |
| Medicaid and Other Medical Assistance | | | | $0 | | | $0 | | | $0 |
| Other Government | | | | $0 | | | $0 | | | $0 |
| Total Net Patient Patient Revenue | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Other Operating Revenue | | | | | | | | | | |
| Revenue from Operations | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **OPERATING EXPENSES** | | | | | | | | | | |
| Salaries and Fringe Benefits | | | | $0 | | | $0 | | | $0 |
| Professional / Contracted Services | | | | $0 | | | $0 | | | $0 |
| Supplies and Drugs | | | | $0 | | | $0 | | | $0 |
| Bad Debts | | | | $0 | | | $0 | | | $0 |
| Other Operating Expense | | | | $0 | | | $0 | | | $0 |
| Subtotal | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Depreciation/Amortization | | | | $0 | | | $0 | | | $0 |
| Interest Expense | | | | $0 | | | $0 | | | $0 |
| Lease Expense | | | | $0 | | | $0 | | | $0 |
| Total Operating Expenses | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Income (Loss) from Operations | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Non-Operating Income | | | | $0 | | | $0 | | | $0 |
| Income before provision for income taxes | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Provision for income taxes | | | | | | | | | | |
| Net Income | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Retained earnings, beginning of year | | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Retained earnings, end of year | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| FTEs | | | | 0 | | | 0 | | | 0 |

*Volume Statistics:
Provide projected inpatient and/or outpatient statistics for any new services and provide actual and projected inpatient and/or outpatient statistics for any existing services which will change due to the proposal.

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**14.C(ii).** Please provide **three** years of projections of incremental revenue, expense and volume statistics **attributable to the proposal** in the following reporting format:

Type of Service Description
Type of Unit Description:
# of Months in Operation

| **FY** _____ (1) | (2) Rate | (3) Units | (4) Gross Revenue Col. 2 * Col. 3 | (5) Allowances/ Deductions | (6) Charity Care | (7) Bad Debt | (8) Net Revenue Col.4 - Col.5 -Col.6 - Col.7 | (9) Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total | (10) Gain/(Loss) from Operations Col. 8 - Col. 9 |
|---|---|---|---|---|---|---|---|---|---|
| **FY Projected Incremental** Total Incremental Expenses: | | | | | | | | | |
| **Total Facility by Payer Category:** | | | | | | | | | |
| Medicare | | | $0 | | | | $0 | $0 | $0 |
| Medicaid | $0 | | $0 | | | | $0 | $0 | $0 |
| CHAMPUS/TriCare | $0 | | $0 | | | | $0 | $0 | $0 |
| **Total Governmental** | | 0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| Commericial Insurers | $0 | 5 | $0 | | | | $0 | $0 | $0 |
| Uninsured | $0 | 2 | $0 | | | | $0 | $0 | $0 |
| **Total NonGovernment** | $0 | 7 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |
| **Total All Payers** | $0 | 7 | $0 | $0 | $0 | $0 | $0 | $0 | $0 |