

Griffin Health Services Corporation

Griffin Hospital

August 17, 2007

Ms. Cristine A. Vogel
Commissioner
Office of Health Care Access
410 Capitol Avenue
MS #13 HCA
PO Box 340308
Hartford, CT 06134

Dear Commissioner Vogel:

Enclosed is a Letter of Intent from Griffin Hospital for its proposed establishment of the Ivy Brook Diagnostic Radiology Center.

Please call me at (203)732-7500 if you have any questions or concerns regarding this submission.

Thank you for your consideration of this important initiative.

Sincerely Yours,

Patrick A. Charmel
President/CEO



130 Division Street ■ Derby, CT 06418 ■ (203) 735-7421
A teaching affiliate of the Yale University School of Medicine

<http://www.griffinhealth.org>



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	The Griffin Hospital	
Doing Business As	The Griffin Hospital	
Name of Parent Corporation	Griffin Health Services Corporation	
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	130 Division Street Derby, CT 06418	
What is the Applicant's Status: P for Profit or NP for Nonprofit	Non-Profit Acute Care Hospital	
Does the Applicant have Tax Exempt Status?	Yes	
Contact Person, including Title/Position: This Individual will be the Applicant's Designee to receive all correspondence in this matter.	Patrick Charmel President/CEO	
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail	130 Division Street Derby, CT 06418	

Contact Person's Telephone Number	Phone: 203-732-7502	
Contact Person's Fax Number	Fax: 203-732-7569	
Contact Person's e-mail Address	pcharmel@griffinhealth.org	

SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title:

Ivy Brook Diagnostic Radiology Center

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.:

<input checked="" type="checkbox"/> New (F, S, Fnc)	<input type="checkbox"/> Replacement	<input type="checkbox"/> Additional (F, S, Fnc)
<input type="checkbox"/> Expansion (F, S, Fnc)	<input type="checkbox"/> Relocation	<input type="checkbox"/> Service Termination
<input type="checkbox"/> Bed Addition	<input type="checkbox"/> Bed Reduction	<input type="checkbox"/> Change in Ownership/Control

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

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

Equipment Acquisition

<input checked="" type="checkbox"/> New	<input type="checkbox"/> Replacement	<input type="checkbox"/> Major Medical (> \$3,000,000)
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<input checked="" type="checkbox"/> Imaging	<input type="checkbox"/> 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:

2 Ivy Brook Road, Shelton, CT 06484

d. List each town this project is intended to serve:

This project is intended to serve patients in Griffin Hospital's primary service area.
Primary Service Area Towns: Ansonia, Derby, Seymour, Beacon Falls, Oxford, Shelton

e. Estimated starting date for the project: March 2008

f. Type of project: 19, 20, 23, 27

(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: \$ 4,652,794

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

Medical Equipment Purchases	
Major Medical Equipment Purchases	
Non-Medical Equipment Purchases*	\$400,000
Land/Building Purchases	
Construction/Renovation	\$971,464
Other (Non-Construction) Specify: Working Capital	\$750,000
Total Capital Expenditure	\$2,121,464
Medical Equipment – Fair Market Value of Leases	
Major Medical Equipment – Fair Market Value of Leases	\$2,531,330
Non-Medical Equipment – Fair Market Value of Leases*	
Fair Market Value of Space – Capital Leases Only	
Total Capital Cost	\$2,531,330
Total Project Cost	\$4,652,794
Capitalized Financing Costs (Informational Purpose Only)	\$12,953

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

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 *
Radiographic System	Quantum	Q-Rad CS-1	(1)	\$102,800
Computer Radiography	Konica	Xpress Class 1 Premium	(1)	\$ 96,080
Picture Archiving Communications System	CoActiv	Workstation Hardware Software	(1)	\$123,262
Ultrasound	Phillips	HDI Phillips 5000	(1)	\$ 54, 597
MRI Unit	Siemens	Espree	(1)	\$2,154,591

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

* Prices quoted in the "Cost per unit" row are currently under negotiation.
Updated price quotes will be included in the Certificate of Need Application.

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

<input checked="" type="checkbox"/> Applicant's Equity	<input checked="" type="checkbox"/> Capital Lease	<input type="checkbox"/> Conventional Loan
<input type="checkbox"/> Charitable Contributions	<input type="checkbox"/> Operating Lease	<input type="checkbox"/> CHEFA Financing
<input type="checkbox"/> Funded Depreciation	<input type="checkbox"/> Grant Funding	<input type="checkbox"/> 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?

SECTION IV. PROJECT DESCRIPTION

Griffin Hospital proposes to establish a freestanding, outpatient, diagnostic imaging center located at 2 Ivy Brook Professional Park in Shelton, Connecticut. The imaging modalities for the proposed diagnostic imaging center include general radiography, computed tomography (CT), magnetic resonance imaging (MRI), and ultrasound. In addition to diagnostic imaging services, a laboratory drawing station would be located within the proposed center to service patients' blood drawing and testing needs. Griffin Hospital would also provide electrocardiogram testing to service the pre-admission testing needs of patients.

Griffin Hospital offers a full range of diagnostic imaging services for the inpatients and outpatients it serves, including general radiography, CT, MRI, positron emission tomography (PET), ultrasound, nuclear medicine, bone densitometry, and mammography. MRI and PET are currently being provided with a mobile imaging service through Alliance Imaging, Inc. All diagnostic imaging services are currently provided only on the hospital's main campus at 130 Division Street in Derby, Connecticut. Physical space constraints within the hospital's Radiology Department limit its ability to expand services within the hospital. While hospital renovations scheduled for early 2008 will provide Griffin Hospital's Radiology Department with some additional space, this has already been committed to establishing a fixed MRI service.

Griffin Hospital proposes to establish an outpatient diagnostic imaging center in Shelton, Connecticut within the Ivy Brook Professional Park ("Ivy Brook"), which is currently under construction. The Ivy Brook Professional Park is being constructed and marketed as a medical office building. At present, 100 percent of the Ivy Brook tenants with signed lease agreements are physicians or providers of medical services. Griffin Hospital's proposed diagnostic imaging center will offer patients referred for diagnostic testing convenient access to the aforementioned diagnostic imaging modalities proposed for the imaging center. Having these services on site will provide convenient access for patients receiving other medical services in the Ivy Brook Professional Park. Furthermore, all test results will be available on the hospital's hospital's information system and Picture Archiving Communication System (PACS), thereby ensuring that all physicians on the hospital's medical staff have access to these results to optimize coordination of patient care. Presently Griffin offers CT services on its main campus using a GE Lightspeed 16-slice CT scanner, which is nearly at the end of a five year capital lease. Griffin Hospital intends to relocate this CT scanner to the Ivy Brook imaging center and upgrade the hospital's main CT scanner to a 64-slice model. All other equipment located at the proposed Ivy Brook imaging center, both imaging and non-imaging, will be new or refurbished.

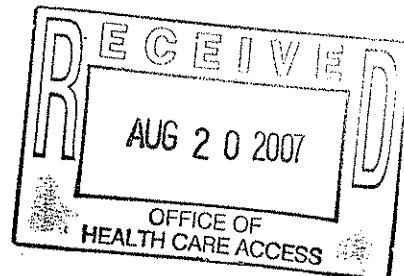
Griffin Hospital's CT, MRI, and ultrasound equipment is operating at or near capacity, necessitating additional equipment to meet patient demand. A major driver of the hospital's capacity constraints is the near exponential increase of inpatient and emergency services diagnostic testing in recent years. From 2002 to 2007, the hospital has experienced a 79%, 57%, and 83% increase in CT, MRI, and ultrasound inpatient volume, respectively. Furthermore, CT has become the standard of care to rule out many possible diagnoses during routine emergency care. Given the priority that must be given to acutely ill patients, Griffin Hospital is unable to meet its outpatient demand, often forcing residents to have their diagnostic testing done elsewhere.

AFFIDAVIT

To be completed by each Applicant

Applicant: The Griffin Hospital

Project Title: Ivy Brook Diagnostic Radiology Center



I, Patrick Charmel, President/CEO of Griffin Hospital 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 Griffin Hospital 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.

Patrick Charmel
Signature

8/17/07
Date

Subscribed and sworn to before me on Aug. 17, 2007

J. J. Jodlowski Todd J. Liu, Commissioner of
Notary Public/Commissioner of Superior Court the Superior Court

My commission expires: _____

STATE OF CONNECTICUT
Department of Public Health

LICENSE
License No. 0034

General Hospital

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

Griffin Hospital of Derby, CT, d/b/a Griffin Hospital is hereby licensed to maintain and operate a General Hospital.

Griffin Hospital is located at 130 Division Street, Derby, CT 06418

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

20 Bassinets

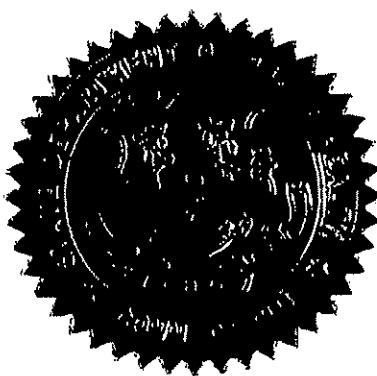
160 General Hospital beds

This license expires September 30, 2007 and may be revoked for cause at any time.

Dated at Hartford, Connecticut, October 1, 2005. RENEWAL.

Satellites

Outpatient Day Treatment Center, 241 Seymour Avenue, Derby, CT
Charger Health Center, 20 Pulaski Highway, Ansonia, CT
Integrative Medicine Center, 252 Seymour Avenue, Derby, CT
Evening Alcohol Program, 241 Seymour Avenue, Derby, CT
Cochran Outpatient Psychiatric Clinic, 248/250 Seymour Avenue, Derby, CT



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

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

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

PHILIPS

Quotation #: 1-DK02GD	Rev: 3	Effective From: 30-Jul-07	To: 13-Sep-07
Presented To: GRIFFIN HOSPITAL 130 DIVISION ST DERBY, CT 06418	Presented By: John DeMarsilis <i>Account Manager</i>	Tel: (800) 722-7900 x4158 Fax: (203) 612-3006	
	Bryan Risley <i>Regional Manager</i>	Tel: Fax:	
Tel:			
Alternate Address:			
Date Printed: 30-Jul-07			
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: 22100 Bothell Everett Hwy Bothell WA 98021-8431 Tel: (800) 982-2011 Fax:(425) 487-8110			

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.

This quotation contains confidential and proprietary information of Philips Medical Systems and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips Medical Systems.

Line #	Product	Qty	Price
1	100171 Diamond Select US GI	1	\$54,597.50
2	100171 Diamond Select US GI	1	\$46,222.50
Equipment Total:			\$100,820.00

Product	Qty	Each	Monthly	Price
100171 Diamond Select US GI	1	\$54,597.50		\$54,597.50
60 Month Equipment + Service Lease Fair Market Value	60			\$1,828.08

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.

SVC0200 CUSTOMERCare Silver \$956.25

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

Buying Group: NO CONTRACT Contract #: NONE

Add'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: 0% Down, 100% due upon Invoicing Net 30

100171 Diamond Select US GI	1	\$46,222.50	\$46,222.50
60 Month Equipment + Service Lease Fair Market Value	60		\$1,665.01

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.

SVC0200 CUSTOMERCare Silver \$956.25

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

Buying Group: NO CONTRACT Contract #: NONE

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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: 0% Down, 100% due upon Invoicing Net 30

ITEMS FOR QUOTATION

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	Each	Price
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1	**NNAD404	HDI Phillips 5000 Philips 5000 SonoCT 3rd Generation Refurbished High Definition (TM) Imaging Capability; Third Generation SonoCt Real-time Compound Imaging; Supercomputed Digital Broadband Beamformer; 9,216 digitally-processed channels, 170 dB dynamic range. Advanced Microfine Grayscale Imaging; Digital Broadband Flow (TM) Imaging; Advanced Extended Signal Processing (ESP); Fourth Generation Tissue Harmonic Imaging; Color Power Angio Imaging (CPA); Basic 3D CPA and 3D Grayscale; Disklink, Weblink and Netlink; General Imaging Contrast Specific Imaging (CSI), Cardiology Contrast Specific (TM) Imaging; Tissue Doppler Imaging. Intelligent Tissue Specific Imaging; Automated Patient Optimization Key, 2D, M-Mode and Color M-Mode, ECG, Pulsed High PRF, Color Flow Doppler and Simultaneous CW Doppler; Triple Mode Simultaneity; Cineloop Image Review; M-Mode and Doppler Review; High Definition Zoom, CHROMA Imaging; Measurement Tools including: distance, area, circumference, and 2D volume. High-Q Automatic Doppler Analysis; Volume Flow Measurements, User Defined Calculations; Quicktext Automatic Annotation; Quicksave User-Defined Presets; Single 15-inch High Resolution Non-Interlaced Monitor; Supports full range of scanhead technologies and clinical applications. CPU performance PLUS Upgrade. Operators Manuals	1	\$22,620.00	\$22,620.00
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All Quoted Equipment subject to availability

2	**NNAD415	C8-4 IVT	1	\$5,850.00	\$5,850.00
3	**NNAD412	C5-2	1	\$5,850.00	\$5,850.00
4	**NNAD431	L7-4	1	\$5,850.00	\$5,850.00
5	**NNAD430	L12-5 50MM	1	\$7,475.00	\$7,475.00
6	**989801235009	Radiology	1	\$0.00	\$0.00
7	**989801235016	Advanced Performance Module w/ CD Write	1	\$4,875.00	\$4,875.00
8	**989801235024	XRES Visual Technology (must order APM)	1	\$4,452.50	\$4,452.50
9	SP019	Trade In Allowance	1	-\$2,375.00	-\$2,375.00

Line #	Part #	Description	Qty	Each	Price
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If Customer will be trading-in any equipment (a "Trade-in"), then (1) Customer represents and warrants that Customer has, and shall have when title passes, good and marketable title to such Trade-in, (2) Customer represents and warrants that Customer has the authority to effect such Trade-in.

Product: ATL Ultrasound UM9HDI
 Serial Number: hd098a
 Manufacturer: ATL ULTRASOUND

LIST PRICE	\$87,650.00
DISCOUNT	\$30,677.50
TRADE IN AMOUNT	-\$2,375.00
NET PRICE	\$54,597.50

Buying Group: NO CONTRACT

Contract #: NONE

Add'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.

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	**989801235021	iSCAN Intellegent Optimization	1	\$5,980.00	\$5,980.00

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	Each	Price
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1	**NNAD404	HDI Philips 5000 Philips 5000 SonoCT 3rd Generation Refurbished High Definition (TM) Imaging Capability; Third Generation SonoCT Real-time Compound Imaging; Supercomputed Digital Broadband Beamformer; 9,216 digitally-processed channels, 170 dB dynamic range, Advanced Microfine Grayscale Imaging; Digital Broadband Flow (TM) Imaging; Advanced Extended Signal Processing (ESP); Fourth Generation Tissue Harmonic Imaging; Color Power Angio Imaging (CPA); Basic 3D CPA and 3D Grayscale; Disklink, Weblink and Netlink; General Imaging Contrast Specific Imaging (CSI), Cardiology Contrast Specific (TM) Imaging; Tissue Doppler Imaging, Intelligent Tissue Specific Imaging; Automated Patient Optimization Key, 2D, M-Mode and Color M-Mode, ECG, Pulsed High PRF, Color Flow Doppler and Simultaneous CW Doppler; Triple Mode Simultaneity; Cineloop Image Review; M-Mode and Doppler Review; High Definition Zoom, CHROMA Imaging; Measurement Tools including: distance, area, circumference, and 2D volume, High-Q Automatic Doppler Analysis; Volume Flow Measurements, User Defined Calculations; Quicktext Automatic Annotation; Quicksave User-Defined Presets; Single 15-inch High Resolution Non-Interlaced Monitor; Supports full range of scanhead technologies and clinical applications. CPU performance PLUS Upgrade. Operators Manuals	1	\$22,620.00	\$22,620.00
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All Quoted Equipment subject to availability

2	**NNAD415	C8-4 IVT	1	\$5,850.00	\$5,850.00
3	**NNAD412	C5-2	1	\$5,850.00	\$5,850.00
4	**NNAD431	L7-4	1	\$5,850.00	\$5,850.00
5	**NNAD430	L12-5 50MM	1	\$7,475.00	\$7,475.00
6	**989801235009	Radiology	1	\$0.00	\$0.00
7	**989801235016	Advanced Performance Module w/ CD Wrte	1	\$4,875.00	\$4,875.00
8	**989801235024	XRES Visual Technology (must order APM)	1	\$4,452.50	\$4,452.50
9	SP019	Trade In Allowance	1	-\$10,750.00	-\$10,750.00

Line #	Part #	Description	Qty	Unit	Each	Price
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If Customer will be trading-in any equipment (a "Trade-in"), then (1) Customer represents and warrants that Customer has, and shall have when title passes, good and marketable title to such Trade-in, (2) Customer represents and warrants that Customer has the authority to effect such Trade-in.

Product: GE LOGIC 700
 Serial Number: L7R46240
 Manufacturer: GE MEDICAL SYSTEMS

LIST PRICE	\$87,650.00
DISCOUNT	\$30,677.50
TRADE IN AMOUNT	-\$10,750.00
NET PRICE	\$46,222.50

Buying Group: NO CONTRACT

Contract #: NONE

Add'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.

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	Unit	Each	Price
1	**989801235021	iSCAN Intellegent Optimization	1		\$5,980.00	\$5,980.00

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

2. Cancellation. The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If the Customer cancels an order prior to product delivery, Customer shall pay the costs incurred by Philips up 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 Customer's behalf.

3. Payment Terms.

- 3.1 Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will immediately pay such invoice on receipt for each product as follows:
 - (a) For X-Ray, Computed Tomography, Magnetic Resonance or Nuclear Medicine products:
 - (i) 10% of the purchase price shall be due with 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 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. Available for first patient use means the product has been installed and substantially meets Philips' published specifications. If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty days following the date that Philips notifies Customer that the major components of the product are available for delivery, the unpaid portion of the purchase price shall be due on the thirty-first day following such date.
 - (b) For Ultrasound, Cardiac, and Patient Monitoring products:
100% of the purchase price shall be due thirty days from Philips' invoice date.
- 3.2 Orders are subject to Philips' on-going credit review and approval.
- 3.3 Customer shall pay interest on any amount not paid when due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of the quotation following a Customer default, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.

4. Trade - In. If Customer will be trading-in any equipment (a "Trade-In"), then

- (i) Customer represents and warrants that Customer has, and shall have when title passes, good and marketable title to such Trade-In;
- (ii) Title to such Trade-In shall pass from Customer to Philips when Philips, or its authorized representative, removes such Trade-In from Customer's site; and,
- (iii) Notwithstanding anything to the contrary in any Business Associate Addendum, Customer represents and warrants that Customer has removed or de-identified all Protected Health Information from the Trade-In equipment as of the date the equipment is removed.

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

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

7. Shipment and Risk of Loss.

- 7.1 Philips will use reasonable efforts to ship the product to the Customer (i) by the mutually agreed upon shipment date, (ii) by the date stated in the quotation, or (iii) as otherwise agreed in writing. Philips will ship the product according to Philips' standard commercial practices. Philips may make partial shipments. Philips will pay shipping costs associated with product shipment. 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 is not substantially altered.
- 7.2 Title to any product (excluding software), and the risk of loss or damage to any product shall pass to the Customer F.O.B. destination. Customer shall obtain and pay for insurance covering such risks at destination.
- 7.3 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 invoice Customer for all such fees.

8. Installation.

- 8.1 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. Customer shall provide any and all plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in the quotation), fire protection and environmental controls, ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. If local labor conditions require the use of non-Philips' employees to participate in the installation of the product, then such participation of non-Philips employees shall be at Customer's expense. In such case, Philips will provide engineering supervision during the installation.

- 8.2 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, RF or magnetic shielding and acoustical suppression and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of Customer. Customer 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 installation work begins. 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.**
- 8.3 Customer shall ensure, at no charge to Philips, that there are no obstacles preventing Philips from moving the product from the entrance of the Customer's premises to the installation site. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. Philips assumes that no hazardous materials exist at the installation site. If any such materials exist, Customer shall be responsible for the proper removal and disposal of the materials at Customer's expense.
- 8.4 Customer will (i) provide Philips with a secure location at Customer's premises to store one Philips remote services network router (or a Customer-owned router acceptable to Philips at Customer's option) for connection to the Equipment and to Customer's network; and (ii) at all times during the warranty period provide Philips with full and free access to the router and a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable for connection to Customer's network for Philips' use in remote servicing of the product, such as providing technical support assistance, updating Licensed Software, uploading product error logs and utilization data, transmitting automated status notifications from the product to Philips, and performing real-time screen sharing with Customer's personnel.

9. Product Warranty.

- 9.1 In addition to the limited warranties stated herein, Philips provides limited product-specific warranties that are set forth in separate Philips warranty documents incorporated herein by reference.
- 9.2 Subject to the product-specific warranties and except as otherwise stated therein, Philips warrants to Customer that the Philips equipment will perform in substantial compliance with its performance specifications for a period of 12 months beginning upon availability 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 that Philips notifies Customer that the major components of the product are available for delivery, the warranty period begins on the thirty-first day following that date.
- 9.3 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof, or to a refund of a portion of the purchase price paid by the Customer. Any refund will be paid to the Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e., 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.
- 9.4 This warranty is subject to the following conditions: the product (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips), (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips written instructions and for the purpose for which the products were intended, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product; and Customer is to notify Philips immediately in the event the product at any time fails to meet its printed performance specifications. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software (except DAT file changes) running in connection with the Licensed Software without prior validation approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.
- 9.5 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use refurbished parts in the manufacture of the products which are subject to the same quality control procedures and warranties as for new products.

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

11. Patent Infringement Claims.

- 11.1 Philips shall defend or settle any claim against Customer that a Philips product provided in the quotation infringes a valid claim under a United States patent provided that 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.
- 11.2 The provisions of this section shall not apply in the event of any sale or other transfer of the product by Customer.
- 11.3 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 Customer to use the product, (ii) replace or modify the product to avoid infringement, or (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the product by Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with 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 Customer one of the options described herein. The terms in this section state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

12. Limitation of Liability. The 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. The foregoing limitation shall not apply to third party claims for bodily injury or death caused by Philips' negligence or proven product defect.

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

14. Confidentiality. Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers and/or its patients, and the quotation and its terms, including the pricing terms under which Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The obligation to maintain the confidentiality of such information shall not extend 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.

15. 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, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

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

- 16.1 **Force Majeure.** 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 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.
- 16.2 **Bankruptcy.** If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.
- 16.3 **Assignment.** Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect.
- 16.4 **Export.** Customer shall assume sole responsibility for obtaining any required export authorizations in connection with Customer's export of the products from the country of delivery.
- 16.5 **Governing Law.** All transactions contemplated by the quotation shall be governed by the laws of the state where the equipment will be installed, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form.
- 16.6 **Entire Agreement.** The terms and conditions in the quotation and applicable Philips' product - specific warranty document constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the quotation.
- 16.7 **Headings.** The headings in the quotation are intended for convenience only and shall not be used to interpret the quotation.
- 16.8 **Severability.** If any provision of the quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.

- 16.9 **Notices.** Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the quotation.
- 16.10 **Performance.** The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of the quotation.
- 16.11 **Obligations.** Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. Customer will not exercise any right of offset in connection with the terms and conditions in the quotation or in connection with any other agreement, contract, or account with Philips.

OPERATING SOFTWARE LICENSE

1. License Grant

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

2. Modifications

- 2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.
- 2.2 The Licensed Software is licensed to Customer on the basis that (i) Customer shall maintain the configuration of the products as they were originally designed and manufactured and (ii) the product includes only those subsystems and components certified by Philips. The Licensed Software may not perform as intended on systems modified by other than Philips or its authorized agents, or on systems which include subsystems or components not certified by Philips. Philips does not assume any responsibility or liability with respect to unauthorized modification or substitution of subsystems or components.

3. Open Source

- 3.1 Customer's rights under this License are conditioned upon Customer not performing, and Customer shall not perform, any actions in a manner that would require any software furnished with the product, or the product and/or any derivative work thereof, to be licensed under Open License Terms. These actions include but are not limited to:
 - (i) combining such software, the product or a derivative work thereof with Open Source Software by means of incorporation, linking or otherwise; or
 - (ii) distributing such software, the product or a derivative work thereof with Open Source Software; or
 - (iii) using Open Source Software to create a derivative work of the product or such software, insofar as these actions would require such software, the product or a derivative work thereof to be licensed under Open License Terms.
- 3.2 As used herein, "Open Source Software" means any software that is licensed under Open License Terms. "Open License Terms" means terms in any license agreement or grant that requires as a condition of use, modification and/or distribution of a work that:
 - (i) source code will be made available, or
 - (ii) permission will be granted for creating derivative works, or

- (iii) a royalty-free license be granted to any party under any intellectual property right regarding that work and/or any other work that contains, is combined with, requires or is based on that work.
- 3.3 Customer shall indemnify Phillips and its affiliates against and hold Phillips and its affiliates harmless from any damage or costs arising from or in connection with any violation or breach of the provisions of this Section 3, and Customer shall reimburse all costs and expenses incurred by Phillips and/or its affiliates in defending any claim, demand, suit or proceeding arising from or in connection with such violation or breach.

10/06 Printed in U.S.A.

	A	B	C	D	E	F	G	H	J	K	L
1	EXAM-PACS® - Custom Installation for:										
2	CoActiv EXAM-PACS® Release II Price List Effective 7-30-07 (Quoted Prices Guaranteed for 30 Days from Quote Date)										
3	Date	5/13/07	Name	Griffin Hospital, Attn: Christine Cooper			Extended	Year			
4	Address	130 Division Street, Derby, CT 06418			Price	Year One	Two +				
5	Units	Description	Phone	203-735-7421	Each	Charges	Charges				
6	Qty	PACS SOFTWARE									
7	1	EXAM-SERVER™ Software License - Less Than 10,000 Exams Per Year			\$19,000	\$19,000	\$2,280				
8	1	Diagnostic Workstation Software License - Release II - includes EXAM-3D™ Module			\$15,000	\$15,000	\$1,800				
9	1	Technical/Admin Reading Station Software License			\$6,000	\$6,000	\$720				
10	1	EXAM-FILER® Auto-Robotic CD Burner Software License (HW required) - OPTIONAL			\$8,000	\$8,000	\$1,200				
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32	Qty	PACS HARDWARE									
33	1	EXAM-SERVER™, Standard , EXAM-SERVER, 1.2TB RAID-5			\$8,895	\$8,895					
34	1	Vitreo Diagnostic Workstation Hardware Upgrade - Add to Diagnostic Workstation for Vitreo Use			\$3,500	\$3,500					
35	1	Diagnostic Workstation w/2 3MP 21" Grayscale LCD Displays, plus 1 20" 2MP Color LCD			\$18,895	\$18,895					
36	1	Technical/Admin/Viewing (T/A) Station, Hardware Only, Single 3MP Greyscale LCD & Single 20" 2MP Color LCD			\$8,990	\$8,990					
37	1	Technical/Admin/Viewing (T/A) Station, Hardware Only, w/17" LCD Monitor - OPTIONAL			\$1,995	\$1,995					
38	1	Auto Robotic Burner Hardware & Custom Interface Software for EXAM-FILER® Systems - OPTIONAL			\$3,500	\$3,500	\$525				
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56	Qty	Infrastructure & Network Hardware & Related Items									
57	2	UPS, Battery Backup 725VA			\$99	\$198					
58	1	UPS, Battery Backup 1500VA			\$595	\$595					
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68	Qty	Interfaces, Installation & Training Expenses									
69	2	Configuration, Installation & Setup, Per Day, Estimated Time (plus expenses if on-site setup is required)			\$1,200	\$2,400					
70	2	Remote Support Software for 7x24x365 Service, 1 License per PC (annual subscription)			\$200	\$400	\$400				
71	2	Training, Per Day, Estimated Time (plus expenses if on-site training is required)			\$1,200	\$2,400					
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EXAM-PACS® It's Your Choice.
CoActiv
 Medical Business Solutions
 877-CoActiv (262-2848) • www.coactiv.com

CoActiv Medical • www.coactiv.com
 900 Ethan Allen Highway, Ridgefield, CT

#1 - Will increment in successive years as Archive Exam Count increases
 #2 - Hardware support is the client responsibility unless selected above

This is an EXAM-PACS®-EXAM-CONSOLE Installation. (1)-Diagnostic Reading Station complete including Vitreo Class Workstation equipped with Dual 3MP Greyscale LCD's and a Single 2 MP 20" Color LCD. This Reading Station will be installed in the yet to be built/completed Shelton Imaging Facility and will access Griffin Hospital's existing CoActiv EXAM-SERVER for Diagnostic Reads via Gigabit Fiber Network, (not included), as well as performing Internal Diagnostic Reads. Also includes: (1) Tech/Admin Workstation with Single 3MP Greyscale LCD and Single 2MP 20" Color LCD. Pricing includes, UPS for Diagnostic Reading Station, configuration, installation, setup and applications training. OPTIONAL: EXAM-FILER Auto Robotic CD Burning System: \$16,194.

A	B	C	D	E	F	G	H	J	K	L
86	EXAM-PACS® - Custom Installation for:									
87	CoActiv EXAM-PACS® Release II Price List Effective 7-30-07 (Quoted Prices Guaranteed for 30 Days from Quote Date)									
1	PAYMENT TERMS: Standard Terms (50% of Year #1 cost with Order, 40% on Installation, 10% 30 Days after Go-Live)									
1	1. You would be billed for the first year's PACS cost of \$188,883 which would be payable in payments as follows:									
122		\$83,492	Due With Order							
123		\$42,793	Due on Installation							
124		\$10,698	Due 30 Days after "Go-Live" Date							
125	2. On the anniversary of your start date you will be billed \$16,278 for your annual software license renewal fee and annual support charges.									
126	3. If you are using EXAM-Vault Archiving, you will be billed \$0.030 at the end of each month for every exam in the archive, or \$0.36 per year.									
127	4. Leasing and "Per Exam" or "Per Click" billing options are also available, please inquire.									
128	5. All invoices are due on a Net 30 Day basis from invoice date.									
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PARKER X-RAY SOLUTION SERVICE, INC.
260 Governor Street, P.O. Box 280505, East Hartford, Connecticut 06128-0505

To: Griffin Hospital
130 Division Street
Derby, CT 06418 **Date:** August 14, 2007
Attention: Christine Cooper
Phone: (203) 876-4241

For: Off Site

QUANTUM Q-Rad CS-1 PREMIUM RADIOGRAPHIC SYSTEM

QG-6500	DELUXE RADIOGRAPHIC GENERATOR "ODYSSEY HF" 65 kW/ 150kV Ultra High Frequency Power, 120kHz Plus 25 to 800 mA range 40 to 150 kV in 1 kV steps mAs range: 0.025 - 800, (tube dependent) Timer range: .001 - 6.3 seconds "APR" Anatomical Programmed Radiography Large LCD display for APR and technique selection, includes date/time feature Self diagnostics, anode heat unit monitor, error messaging, auto shut off timer, RS232 port Nominal input power 380 - 480 VAC, three phase
R10-T600	X-RAY TUBE 4" anode, 12 degree target angle, 90 degree arms 400,000 Heat Unit capacity 0.6 x 1.2 mm focal spot size 150 kVp, High/Standard speed rotor control
R70-80S	HIGH VOLTAGE CABLES One pair, 80 ft. long with Federal Terminals
RS-580	CEILING MOUNTED TUBE SUPPORT "CMT" Telescopic column with 59" of vertical travel Longitudinal travel range of 140" with standard rail length of 14 ft. Transverse travel range of 87.5" with standard rail length of 10 ft. Tube rotation about vertical axis: +154 degree / -182 degree Tube rotation about horizontal axis: +/- 120 degree Operator handgrips with digital display and multi-function switches All locks release switch in handgrips

Page 1 of 4

East Hartford (860) 528-7114

Fax (860) 289-6056

Toll Free 1-800-828-8935

Received Time Aug. 14. 4:09AM

PARKER X-RAY SOLUTION SERVICE, INC.
 260 Governor Street, P.O. Box 280505, East Hartford, Connecticut 06128-0505

Griffin Hospital
 Quantum CS-1 System
 August 14, 2007

QT-750 ELEVATING FLOAT TOP RADIOGRAPHIC TABLE
 650 lb Patient weight capacity
 Tabletop length: 85" with 32" longitudinal travel
 Tabletop width: 35.5" with 10" of transverse travel
 Extra wide flat top design for easy patient transfer with low absorption material
 FAIL-SAFE electromagnetic braking system
 Recessed foot switches for all table movements with float top hand control switch
 Elevating range: 21" - 32.5" with collision avoidance electronics
 Safety lock out control switch
 One set of adjustable patient handgrips

R30-17B BUCKY
 17 X 17" reciprocating bucky with multi-speed programmability

R20-1010M GRID
 103 line, 10:1 ratio, 34-44" focal distance

R60-T-P DELUXE HEAVY DUTY CASSETTE TRAY
 Accepts cassette sizes of 5 x 7" to 14 x 17"

QW-420 VERTICAL WALL STAND "VERTI-Q"
 Single column structure
 "EZ-Glide" hand control for easy and precise movement, grip rotates +90 degrees
 Low absorption front cover material with cassette and AEC indicators
 Vertical travel: 60.5" with minimum 13.75" Focal Spot to Floor distance
 FAIL-SAFE electromagnetic braking system
 Counterbalanced
 Note: Specify right or left hand load

R30-17B BUCKY
 17 X 17" reciprocating with multi-speed programmability

R20-1010L GRID
 103 line, 10:1 ratio, 40 - 72" focal distance

R60-T-P DELUXE HEAVY DUTY CASSETTE TRAY
 Accepts cassette sizes of 5 x 7" to 14 x 17"

Page 2 of 4

PARKER X-RAY SOLUTION SERVICE, INC.
 260 Governor Street, P.O. Box 280505, East Hartford, Connecticut 06128-0505

Griffin Hospital
 Quantum CS-1 System
 August 14, 2007

R40-MC-P **MANUAL COLLIMATOR (Progeny MC 150)**
 Laser light for patient and cassette tray positioning, plus rectangular light field
 Automatic lamp timer
 Includes swivel mount with 90 and 360 degree detents
 40 – 72" SID cassette size scales
 Integrated measuring tape

R80-HS **EXPOSURE HAND SWITCH**
 Two Position with Retractable Coil and Holder

RG-WM **WALL MOUNT FOR GENERATOR**

QW-HG30 **OVERHEAD HANDGRIPS FOR WALL HOLDER**

R80-AEC **IONIZATION CHAMBER**
 Three field for use with radiographic table

R80-AEC **IONIZATION CHAMBER**
 Three field for use with wall stand

QG-AEC **AUTOMATIC EXPOSURE CONTROL**
 AEC electronics for Generator

SYSTEM PRICE: \$102,800.00

OPTIONAL:

R10-T600V **X-RAY TUBE (VARIAN RAD 60)** **ADD: \$1,500.00**
 4" anode, 12 degree target angle, 90 degree arms
 400,000 Heat Unit capacity
 0.6 x 1.2 mm focal spot size
 150 kVp, High/Standard speed rotor control

Page 3 of 4

East Hartford (860) 528-7114

Fax (860) 289-6056

Toll Free 1-800-828-8935

Received Time Aug. 14. 4:09AM

PARKER X-RAY SOLUTION SERVICE, INC.
260 Governor Street, P.O. Box 280505, East Hartford, Connecticut 06128-0505

Griffin Hospital
Quantum CS-1 System
August 14, 2007

INSTALLATION INCLUDED.

SITE DRAWINGS INCLUDED.

X-RAY SYSTEM WARRANTY ONE YEAR PARTS AND LABOR.

ADD APPLICABLE STATE SALES TAX.

EQUIPMENT SALES DO NOT INCLUDE SITE PREPARATIONS.

F.O.B.: Delivered.

PAYMENT TERMS: 20% Deposit, 70% Upon Delivery, Net Upon Installation.

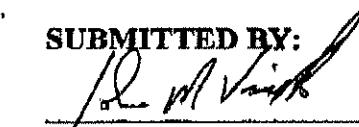
Prices are based upon manufacturer's current list price and may be subject to change.

ACCEPTED BY PURCHASER:

Authorized Signature

Title Date

SUBMITTED BY:



John Videlto

Account Manager
Title Date

Page 4 of 4

East Hartford (860) 528-7114

Fax (860) 289-6056

Toll Free 1-800-828-8935

Received Time Aug. 14. 4:09AM

PARKER X-RAY SOLUTION SERVICE, INC.
 260 Governor Street, P.O. Box 280505, East Hartford, Connecticut 06128-0505

We are pleased to submit this proposal for your consideration.

To: Griffin Hospital
 130 Division Street
 Derby, CT 06418

Date: August 14, 2007
Attention: Christine Cooper
Phone: (203) 732-7266

COMPUTER RADIOGRAPHY FOR OFF SITE FACILITY

<u>Oty.</u>	<u>Catalog #.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	5900177	Konica Xpress Class I Premium Enterprise CR System with DICOM Store, DICOM Modality Worklist and Procedure Code Mapping Includes: REGIUS Model 190 High Capacity, Dual Bay CR Reader 81 Plates per Hour 14x17" 44 seconds cycle time 12 bit grayscale output DICOM Store (one connection included) Scanning Resolution 87.5m or 175m Auto-sensing 100/1000 mbps Network Interface UPS Xpress Control Station with UPS Minimum Configuration: Pentium IV, 2.16 GHz, 1GB RAM, 17 LCD with 160 degree Viewing Angle 80 GB HD holds approximately 5,000 images Auto-sensing 10/100/1000 mbps Network Interface Includes: Reject Reason Feature with Basic Tracking and Data Export Functionality Free Text Annotation Automatic Masking Equalization, Frequency and Gradation Processing Set of Image Processing Parameter Presets HIPAA compliance enabling features (Audit trail, Auto log-out) Also includes: DICOM Modality Worklist Procedure Code Mapping 4 Cassettes / Plates (any size) Installation and applications training	\$76,080.00	

Page 1 of 3

East Hartford (860) 528-7114

Fax (860) 289-6056

Toll Free 1-800-828-8935

Received Time Aug. 14. 4:09AM

PARKER X-RAY SOLUTION SERVICE, INC.
 260 Governor Street, P.O. Box 280505, East Hartford, Connecticut 06128-0505

Griffin Hospital
 Konica Xpress CR System
 August 14, 2007

<u>Qty.</u>	<u>Catalog #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	5910501 Included	CR Quality Assurance Kit vs. 1.0	\$4,500.00	
		Regius CR QA Phantom		
		Two 0.5mm Copper and One Aluminum Filters		
		Support Stand for proper placement of customer dosimeter		
		QA Manual, QA Data Tracking Tool		
		Customer Equipment REQUIRED:		
		MS Windows based PC with EXCEL and printer		
		Dosimeter		
		16x16" sheet of lead to prevent scatter		
		Lead Block less than 5mm thick, ca 12cm x 15 cm area		
		Laser Printer Calibrated with Linear LUT		
		Calibrated PACS Monitor		
		5x magnifying glass		
		Calibrated radiographic room		
		Wire mesh		
		Required CR System		
1	5900460	Hybrid Processing Software	\$6,500.00	
1	5900201	Barcode Reader - Plate Registration	\$700.00	
1	5813808	Cart for Control Station	\$1,900.00	
		Xpress Cassettes and Plate:		
2	5907314	14 x 17"	\$1,750.50	\$3,500.00
2	5907310	10 x 12"	\$1,050.00	\$2,100.00

STAFF TRAINING (APPLICATIONS) IS INCLUDED.

WARRANTY: TWELVE MONTHS PARTS AND LABOR DURING NORMAL WORKING HOURS ON READER. TENTY-FOUR MONTHS ON IMAGING PLATES AND CASSETTES.

A YEARLY SERVICE AGREEMENT BEYOND INITIAL WARRANTY IS AVAILABLE.

SITE PREPARATION AND INTERCONNECTING CALBES ARE THE RESPOSIBILITY OF THE CUSTOMER.

Page 2 of 3

East Hartford (860) 528-7114

Fax (860) 289-6056

Toll Free 1-800-828-8935

Received Time Aug. 14. 4:09AM

PARKER X-RAY SOLUTION SERVICE, INC.
 260 Governor Street, P.O. Box 280505, East Hartford, Connecticut 06128-0505

Griffin Hospital
 Konica Xpress CR System
 August 14, 2007

EXCLUSIONS TO CR WARRANTY:

- 1). Services required to instruct customer in the operation of the system beyond initial training.
- 2). Adding or removing accessories, attachments or other components to or from the system.
- 3). Moving or relocating any component of the system.
- 4). Problems caused by improper operation, accident, vandalism, negligence, abuse or misuse of any system component.
- 5). Any increase in service time resulting from operator neglect or failure to follow operating instructions.
- 6). Repair or damage from any cause other than ordinary use of the system.
- 7). Removal of or missing hardware or software.
- 8). Failure due to loss of power or failure to power down properly.
- 9). Repairs necessary due to customer misuse, negligence or neglect.
- 10). Modifications, changes or alterations to the system and system software by unauthorized persons.

F.O.B.: Delivered.**PAYMENT TERMS: 20% Deposit, 60% Upon Delivery, Net 30 Days.**

Prices are based upon manufacturer's list price and may be subject to change.

ACCEPTED BY PURCHASER:

Customer Signature

Title

Date

SUBMITTED BY:

John Vidotto**Account Manager**

Title

Date

Page 3 of 3

East Hartford (860) 528-7114

Fax (860) 289-6056

Toll Free 1-800-828-8935

Received Time Aug. 14. 4:09AM

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Griffin Hospital

130 Division St
Derby, CT 06418-1326

PROPOSAL REFERENCE	
Proposal:	1-9N8JQU Date: 8/15/2007
Siemens' REPRESENTATIVE	
	Tegan DeWallace

LOCAL SALES OFFICE: Boston

Siemens Medical Solutions USA, Inc.
200 Wheeler Rd, 3rd Floor
Burlington, MA 01803
Phone: (781) 203-6000

Fax: (781) 203-6025

ALL INQUIRIES SHOULD BE
DIRECTED TO THE LOCAL SALES
OFFICE AND SHOULD SPECIFY THE
QUOTE # AND REVISION #

Siemens Medical Solutions USA, Inc., is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

MAGNETOM Espree

PRELIMINARY Quote

This quote is based upon standard delivery terms and conditions (e.g., standard work hours, first floor delivery, etc.), basic rigging, mechanical installation and calibration. Siemens Medical Solutions USA, Inc. Project Management shall perform a site-specific assessment to ascertain any variations that are out of scope and not covered by the standard terms (examples such as, but not limited to: larger crane, nonstandard work hours, removal of existing equipment, etc.). Any noted variations identified by Siemens Project Management shall remain the responsibility of the customer and will be subject to additional fees.

DELIVERY SUBJECT TO AVAILABILITY

FREIGHT CHARGES AND TAXES, IF ANY, ARE PAYABLE UPON RECEIPT OF INVOICE.

WARRANTY: See specific product line attachment definitions.

THIS QUOTATION IS IN US DOLLARS AND IS VALID FOR 45 DAYS.

TERMS OF PAYMENT: 00% Down, 80% Delivery, 20% Installation

PURCHASING AGREEMENT: NCI - CareCore National, LLC

Siemens Medical Solutions USA, Inc.

CUSTOMER'S ACCEPTANCE:

SUBMITTED BY: _____ (signature)
NAME: Tegan DeWallace
TITLE: Siemens' REPRESENTATIVE
DATE: 8/15/2007

BY: _____ (signature)
NAME: _____
TITLE: _____
DATE: _____

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Griffin Hospital

130 Division St
Derby, CT 06418-1326

PROPOSAL REFERENCE

Proposal: 1-9N8JQU Date: 8/15/2007

<u>Quote #</u>	<u>Quote Name</u>
1-9NAUQS	MAGNETOM Espree
<u>Revision</u>	<u>Terms of Payment</u>
1 00% Down, 80% Delivery, 20% Installation	
FOB: Destination	

NCI - CareCore National, LLC terms and conditions apply to system quote #1-9NAUQS.

RELEVANT Items for Quote #1-9NAUQS Revision 1 (Included In Contract Total)

Qty	Part #	Description	Extended Net Price
MAGNETOM Espree			

1 07584514 **MAGNETOM Espree - System**

The Siemens 1.5T MAGNETOM Espree, a Tim system, is the first Open Bore MR scanner. It uniquely supports revolutionary patient care through: Revolutionary, CT-like bore design 70 cm patient diameter, 125 cm long system (cover to cover) for head out of the magnet in 60% of the anatomy scanned. Tim (Total imaging matrix) technology, the tremendous innovative RF system and matrix coil technology, which provides up to 100% more SNR, streamlines positioning and opens the door to whole body imaging. syngo®, the Siemens unique multi modality software providing innovative applications and workflow automation features. system including magnet, electronics and control room can be installed in 30 sqm (325 sq. ft). basic system includes: Unique ultra-short 120 cm long, whole-body superconductive 1.5T magnet with Zero Helium Boil-Off technology. Siemens exclusive Actively Shielded water-cooled gradient system. Digital RF Transmit and Receive System. RF Coils. High performance new host computer and image processor. syngo® MR software including Inline Technology, 1D/2D PACE, iPAT and PhoenixTim Application Suite including nine dedicated Suites: Neuro Suite, Angio Suite, Cardiac Suite, Body Suite, Onco Suite, Breast Suite, Ortho Suite, Pediatric Suite and Scientific Suite. system cooling either the predefined chiller option or the Separator is required.

The MAGNETOM Espree features the Tim Application Suite. The Tim Application

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Griffin Hospital

130 Division St
Derby, CT 06418-1326

PROPOSAL REFERENCE
Proposal: 1-9N8JQU Date: 8/15/2007

RELEVANT Items for Quote #1-9NAUQS Revision 1 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
2	MR_TRAVEL_PKG1	Travel pckg.f.1attend.to a SMS train.Ctr	
1	SS424	MRI Safety Stop Sign	

Expenses are covered for (1) attendee for; one economy airfare and up to 4 nights lodging at a Siemens designated hotel. All travel must be arranged through a Siemens designated travel agency. Lunch will be provided daily. Transportation, breakfast and dinner are the responsibility of the attendee. This travel package is for travel to/from a Siemens sponsored training center only (Cary, NC; Hoffman Estates, IL; Salt Lake City, Utah). It does not cover travel to clinical sites

1 SS424 MRI Safety Stop Sign

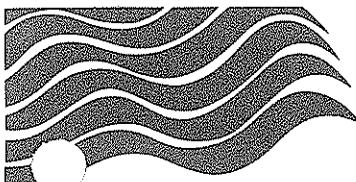
The Safety Stop sign was created to prevent accidental entry and/or equipment entry into the MRI field that could cause potential damage and injury. The Safety Stop stop sign installs in the door jam as a final barrier to the MRI field. The sign swings in an *in and out* fashion, and always swings back to a closed position. The Safety Stop stop sign fits a standard 48" door opening and is made of acrylic. The Safety Stop stop sign can be customized to fit most door sizes and is available in Spanish and English.

* Note: Door includes metal hinges

Quote #1-9NAUQS Extended Total: \$2,154,591

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

Page 52 of 70



Griffin Health Services Corporation

Griffin Hospital

RECEIVED
2007 AUG 21 AM 11:01

OPEN LETTER OFFICE OF
HEALTH CARE ACCESS

August 17, 2007

Ms. Cristine A. Vogel
Commissioner
Office of Health Care Access
410 Capitol Avenue
MS #13 HCA
PO Box 340308
Hartford, CT 06134

Dear Commissioner Vogel:

Enclosed is a Letter of Intent from Griffin Hospital for its proposed establishment of the Ivy Brook Diagnostic Radiology Center.

Please call me at (203)732-7500 if you have any questions or concerns regarding this submission.

Thank you for your consideration of this important initiative.

Sincerely Yours,

Patrick A. Charmel
President/CEO



130 Division Street ■ Derby, CT 06418 ■ (203) 735-7421
A teaching affiliate of the Yale University School of Medicine

<http://www.griffinhealth.org>



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	The Griffin Hospital	
Doing Business As	The Griffin Hospital	
Name of Parent Corporation	Griffin Health Services Corporation	
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	130 Division Street Derby, CT 06418	
What is the Applicant's Status: P for Profit or NP for Nonprofit	Non-Profit Acute Care Hospital	
Does the Applicant have Tax Exempt Status?	Yes	
Contact Person, including Title/Position: This Individual will be the Applicant's Designee to receive all correspondence in this matter.	Patrick Charmel President/CEO	
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail	130 Division Street Derby, CT 06418	

Contact Person's Telephone Number	Phone: 203-732-7502	
Contact Person's Fax Number	Fax: 203-732-7569	
Contact Person's e-mail Address	pcharmel@griphinhealth.org	

SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title:

Ivy Brook Diagnostic Radiology Center

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.:

<input checked="" type="checkbox"/> New (F, S, Fnc)	<input type="checkbox"/> Replacement	<input type="checkbox"/> Additional (F, S, Fnc)
<input type="checkbox"/> Expansion (F, S, Fnc)	<input type="checkbox"/> Relocation	<input type="checkbox"/> Service Termination
<input type="checkbox"/> Bed Addition	<input type="checkbox"/> Bed Reduction	<input type="checkbox"/> Change in Ownership/Control

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

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

Equipment Acquisition

<input checked="" type="checkbox"/> New	<input type="checkbox"/> Replacement	<input type="checkbox"/> Major Medical (> \$3,000,000)
<input checked="" type="checkbox"/> Imaging	<input type="checkbox"/> 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:

2 Ivy Brook Road, Shelton, CT 06484

d. List each town this project is intended to serve:

This project is intended to serve patients in Griffin Hospital's primary service area. Primary Service Area Towns: Ansonia, Derby, Seymour, Beacon Falls, Oxford, Shelton

e. Estimated starting date for the project: March 2008

f. Type of project: 19, 20, 23, 27

(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: \$ 4,652,794

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

Medical Equipment Purchases	
Major Medical Equipment Purchases	
Non-Medical Equipment Purchases*	\$400,000
Land/Building Purchases	
Construction/Renovation	\$971,464
Other (Non-Construction) Specify: Working Capital	\$750,000
Total Capital Expenditure	\$2,121,464
Medical Equipment – Fair Market Value of Leases	
Major Medical Equipment – Fair Market Value of Leases	\$2,531,330
Non-Medical Equipment – Fair Market Value of Leases*	
Fair Market Value of Space – Capital Leases Only	
Total Capital Cost	\$2,531,330
Total Project Cost	\$4,652,794
Capitalized Financing Costs (Informational Purpose Only)	\$12,953

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

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 *
Radiographic System	Quantum	Q-Rad CS-1	(1)	\$102,800
Computer Radiography	Konica	Xpress Class 1 Premium	(1)	\$ 96,080
Picture Archiving Communications System	CoActiv	Workstation Hardware Software	(1)	\$123,262
Ultrasound	Phillips	HDI Phillips 5000	(1)	\$ 54, 597
MRI Unit	Siemens	Espree	(1)	\$2,154,591

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

* Prices quoted in the "Cost per unit" row are currently under negotiation.
Updated price quotes will be included in the Certificate of Need Application.

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

<input checked="" type="checkbox"/> Applicant's Equity	<input checked="" type="checkbox"/> Capital Lease	<input type="checkbox"/> Conventional Loan
<input type="checkbox"/> Charitable Contributions	<input type="checkbox"/> Operating Lease	<input type="checkbox"/> CHEFA Financing
<input type="checkbox"/> Funded Depreciation	<input type="checkbox"/> Grant Funding	<input type="checkbox"/> 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?

SECTION IV. PROJECT DESCRIPTION

Griffin Hospital proposes to establish a freestanding, outpatient, diagnostic imaging center located at 2 Ivy Brook Professional Park in Shelton, Connecticut. The imaging modalities for the proposed diagnostic imaging center include general radiography, computed tomography (CT), magnetic resonance imaging (MRI), and ultrasound. In addition to diagnostic imaging services, a laboratory drawing station would be located within the proposed center to service patients' blood drawing and testing needs. Griffin Hospital would also provide electrocardiogram testing to service the pre-admission testing needs of patients.

Griffin Hospital offers a full range of diagnostic imaging services for the inpatients and outpatients it serves, including general radiography, CT, MRI, positron emission tomography (PET), ultrasound, nuclear medicine, bone densitometry, and mammography. MRI and PET are currently being provided with a mobile imaging service through Alliance Imaging, Inc. All diagnostic imaging services are currently provided only on the hospital's main campus at 130 Division Street in Derby, Connecticut. Physical space constraints within the hospital's Radiology Department limit its ability to expand services within the hospital. While hospital renovations scheduled for early 2008 will provide Griffin Hospital's Radiology Department with some additional space, this has already been committed to establishing a fixed MRI service.

Griffin Hospital proposes to establish an outpatient diagnostic imaging center in Shelton, Connecticut within the Ivy Brook Professional Park ("Ivy Brook"), which is currently under construction. The Ivy Brook Professional Park is being constructed and marketed as a medical office building. At present, 100 percent of the Ivy Brook tenants with signed lease agreements are physicians or providers of medical services. Griffin Hospital's proposed diagnostic imaging center will offer patients referred for diagnostic testing convenient access to the aforementioned diagnostic imaging modalities proposed for the imaging center. Having these services on site will provide convenient access for patients receiving other medical services in the Ivy Brook Professional Park. Furthermore, all test results will be available on the hospital's hospital's information system and Picture Archiving Communication System (PACS), thereby ensuring that all physicians on the hospital's medical staff have access to these results to optimize coordination of patient care. Presently Griffin offers CT services on its main campus using a GE Lightspeed 16-slice CT scanner, which is nearly at the end of a five year capital lease. Griffin Hospital intends to relocate this CT scanner to the Ivy Brook imaging center and upgrade the hospital's main CT scanner to a 64-slice model. All other equipment located at the proposed Ivy Brook imaging center, both imaging and non-imaging, will be new or refurbished.

Griffin Hospital's CT, MRI, and ultrasound equipment is operating at or near capacity, necessitating additional equipment to meet patient demand. A major driver of the hospital's capacity constraints is the near exponential increase of inpatient and emergency services diagnostic testing in recent years. From 2002 to 2007, the hospital has experienced a 79%, 57%, and 83% increase in CT, MRI, and ultrasound inpatient volume, respectively. Furthermore, CT has become the standard of care to rule out many possible diagnoses during routine emergency care. Given the priority that must be given to acutely ill patients, Griffin Hospital is unable to meet its outpatient demand, often forcing residents to have their diagnostic testing done elsewhere.

The anticipated growth in CT, MRI, and other imaging procedure volumes has been well documented. The Advisory Board Company has projected an increase nationally of 18 million (CT), 12 million (MRI), 14 million (ultrasound), and 6 million (X-ray).¹ Utilization data also show that imaging volumes are driven by patient demographics. Patients 65 and older utilize diagnostic imaging services at a much higher rate than patients under 65 years of age. Griffin Hospital's constrained capacity to provide outpatient imaging services is the result of increased inpatient volume and inpatient utilization of diagnostic imaging. In light of the fact that the population of the hospital's primary service area towns is growing at a faster rate than the State of Connecticut and the United States, and the percent of the population over age 65 in the hospital's primary service area towns is greater than the same measure for the State of Connecticut and the US, Griffin Hospital expects future demand for all imaging modalities to grow significantly, thus making the need for additional imaging capacity that much more dire.

There are currently several providers of diagnostic imaging services operating in the region to be served by in the proposed Ivy Brook imaging center. Connecticut Radiology Associates, Griffin Hospital's former contracted provider of professional services, has integrated its hospital-based practice and will integrate its private practice office located in Derby, Connecticut with New Haven Radiology Associates, Griffin Hospital's current contracted provider of radiology professional services. Advanced Radiology Consultants, a private practice physician group, operates a diagnostic imaging center in Shelton, Connecticut. Lastly, Robert Russo MD and Associates Radiology operates a diagnostic imaging center in Shelton, Connecticut. The scope of services offered at the aforementioned locations varies, as well as the capabilities of the equipment in place at each respective location. While there are already two providers of outpatient diagnostic imaging in Shelton, Connecticut, establishing the Ivy Brook imaging center will address the unmet needs of the community and optimize patient access and convenience.

Professional and technical services at the proposed Ivy Brook diagnostic imaging center will be provided by Griffin Hospital and New Haven Radiology Associates.

The charges and fees for the diagnostic and laboratory services will be competitive with other providers in the area. Griffin Hospital has contracts with and is a participating provider with all major payers, including but not limited to Medicare, Medicare Managed Care organizations, Medicaid, Medicaid Managed Care organizations, Health Maintenance Organizations (HMOs), and commercial insurance companies.

The proposed outpatient diagnostic imaging center will enable Griffin Hospital to more fully service the growing needs of its patient population by increasing needed capacity to satisfy inpatient testing needs, and providing better access and convenience for the outpatients it serves. Griffin Hospital will work to ensure the same high standards for timely, efficient, effective, and cost-effective care provided to patients on the main hospital campus are also met at its proposed outpatient diagnostic imaging center.

¹ Advisory Board Futures Database, Projected Outpatient Market Growth (2005-2010), 2007.

AFFIDAVIT**To be completed by each Applicant**Applicant: The Griffin HospitalProject Title: Ivy Brook Diagnostic Radiology Center2007 AUG 21 12:00 AM 10:11:01
RECEIVED
DEPARTMENT OF
HEALTH CARE ACCESS

I, Patrick Charmel, President/CEO of Griffin Hospital 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 Griffin Hospital 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.

Patrick Charmel
Signature8/17/07
DateSubscribed and sworn to before me on Aug. 17, 2007Todd J. Liu
Notary Public/Commissioner of Superior Court Todd J. Liu, Commissioner of
the Superior Court

My commission expires: _____

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 Abuse 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

STATE OF CONNECTICUT
Department of Public Health

LICENSE

License No. 0034

General Hospital

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

Griffin Hospital of Derby, CT, d/b/a Griffin Hospital is hereby licensed to maintain and operate a General Hospital.

Griffin Hospital is located at 130 Division Street, Derby, CT 06418

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

20 Bassinets

160 General Hospital beds

This license expires **September 30, 2007** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, October 1, 2005. RENEWAL.

Satellites

Outpatient Day Treatment Center, 241 Seymour Avenue, Derby, CT

Charger Health Center, 20 Pulaski Highway, Ansonia, CT

Integrative Medicine Center, 252 Seymour Avenue, Derby, CT

Evening Alcohol Program, 241 Seymour Avenue, Derby, CT

Cochran Outpatient Psychiatric Clinic, 248/250 Seymour Avenue, Derby, CT



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

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

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

PHILIPS

Quotation #: 1-DK02GD	Rev: 3	Effective From: 30-Jul-07	To: 13-Sep-07
Presented To: GRiffin HOSPITAL 130 DIVISION ST DERBY, CT 06418	Presented By: John DeMarsilis <i>Account Manager</i>	Tel: (800) 722-7900 x4158 Fax: (203) 612-3006	
	Bryan Risley <i>Regional Manager</i>	Tel: Fax:	
Tel:			
Alternate Address:			
Date Printed: 30-Jul-07			
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: 22100 Bothell Everett Hwy Bothell WA 98021-8431 Tel: (800) 982-2011 Fax:(425) 487-8110			

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.

This quotation contains confidential and proprietary information of Philips Medical Systems and is intended for use only by the customer whose name appears on this quotation. It may not be disclosed to third parties without the prior written consent of Philips Medical Systems.

Quote Solution Summary

<u>Line #</u>	<u>Product</u>	<u>Qty</u>	<u>Price</u>
1	100171 Diamond Select US GI	1	\$54,597.50
2	100171 Diamond Select US GI	1	\$46,222.50
Equipment Total:			\$100,820.00

Solution Summary Detail

<u>Product</u>	<u>Qty</u>	<u>Each</u>	<u>Monthly</u>	<u>Price</u>
100171 Diamond Select US GI	1	\$54,597.50		\$54,597.50
60 Month Equipment + Service Lease Fair Market Value	60		\$1,828.08	

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.

SVC0200 CUSTOMerCARE Silver \$956.25

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

Buying Group: NO CONTRACT Contract #: NONE

Add'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: 0% Down, 100% due upon Invoicing Net 30

100171 Diamond Select US GI	1	\$46,222.50	\$46,222.50
60 Month Equipment + Service Lease Fair Market Value	60	\$1,665.01	

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.

SVC0200 CUSToMERCARe Silver \$956.25

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

By law, Groups: **NO CONTRACT** Contract #: **NONE**

Beijing 2008

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Payment Terms: 0% Down, 100% due upon Invoicing Net 30

100171 Diamond Select US CI

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	Each	Price
1	**NNAD404	HDI Philips 5000	1	\$22,620.00	\$22,620.00
Philips 5000 SonoCT 3rd Generation Refurbished High Definition (TM) Imaging Capability; Third Generation SonoCt Real-time Compound Imaging; Supercomputed Digital Broadband Beamformer: 9,216 digitally-processed channels, 170 dB dynamic range. Advanced Microfine Grayscale Imaging; Digital Broadband Flow (TM) Imaging; Advanced Extended Signal Processing (ESP); Fourth Generation Tissue Harmonic Imaging; Color Power Angio Imaging (CPA); Basic 3D CPA and 3D Grayscale; Disklink, Weblink and Netlink; General Imaging Contrast Specific Imaging (CSI), Cardiology Contast Specific (TM) Imaging; Tissue Doppler Imaging. Intelligent Tissue Specific Imaging; Automated Patient Optimization Key, 2D, M-Mode and Color M-Mode, ECG, Pulsed High PRF, Color Flow Doppler and Simultaneous CW Doppler; Triple Mode Simultaneity; Cineloop Image Review; M-Mode and Doppler Review; High Definition Zoom, CHROMA Imaging; Measurement Tools including: distance, area, circumference, and 2D volume. High-Q Automatic Doppler Analysis; Volume Flow Measurements, User Defined Calculations; Quicktext Automatic Annotation; Quicksave User-Defined Presets; Single 15-inch High Resolution Non-Interlaced Monitor; Supports full range of scanhead technologies and clinical applications. CPU performance PLUS Upgrade. Operators Manuals					
		All Quoted Equipment subject to availability			
2	**NNAD415	C8-4 IVT	1	\$5,850.00	\$5,850.00
3	**NNAD412	C5-2	1	\$5,850.00	\$5,850.00
4	**NNAD431	L7-4	1	\$5,850.00	\$5,850.00
5	**NNAD430	L12-5 50MM	1	\$7,475.00	\$7,475.00
6	**989801235009	Radiology	1	\$0.00	\$0.00
7	**989801235016	Advanced Performance Module w/ CD Write	1	\$4,875.00	\$4,875.00
8	**989801235024	XRES Visual Technology (must order APM)	1	\$4,452.50	\$4,452.50
9	SP019	Trade In Allowance	1	-\$2,375.00	-\$2,375.00

100171 Diamond Select US GI

Line #	Part #	Description	Qty	Each	Price
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If Customer will be trading-in any equipment (a "Trade-in"), then (1) Customer represents and warrants that Customer has, and shall have when title passes, good and marketable title to such Trade-in, (2) Customer represents and warrants that Customer has the authority to effect such Trade-in.

Product: ATL Ultrasound UM9HDI
Serial Number: hd098a
Manufacturer: ATL ULTRASOUND

100171 Diamond Select US GI

LIST PRICE	\$87,650.00
DISCOUNT	\$30,677.50
TRADE IN AMOUNT	-\$2,375.00
NET PRICE	\$54,597.50

Buying Group: NO CONTRACT

Contract #: NONE

Add'l Terms:

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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.

100171 Diamond Select US GI**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	**989801235021	iSCAN Intellegent Optimization	1	\$5,980.00	\$5,980.00

100171 Diamond Select US GI

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	Unit Price	Each	Price
1	**NNAD404	HDI Philips 5000 Philips 5000 SonoCT 3rd Generation Refurbished High Definition (TM) Imaging Capability; Third Generation SonoCt Real-time Compound Imaging; Supercomputed Digital Broadband Beamformer: 9,216 digitally-processed channels, 170 dB dynamic range. Advanced Microfine Grayscale Imaging; Digital Broadband Flow (TM) Imaging; Advanced Extended Signal Processing (ESP); Fourth Generation Tissue Harmonic Imaging; Color Power Angio Imaging (CPA); Basic 3D CPA and 3D Grayscale; Disklink, Weblink and Netlink; General Imaging Contrast Specific Imaging (CSI), Cardiology Contast Specific (TM) Imaging; Tissue Doppler Imaging. Intelligent Tissue Specific Imaging; Automated Patient Optimization Key, 2D, M-Mode and Color M-Mode, ECG, Pulsed High PRF, Color Flow Doppler and Simultaneous CW Doppler; Triple Mode Simultaneity; Cineloop Image Review; M-Mode and Doppler Review; High Definition Zoom, CHROMA Imaging; Measurement Tools including: distance, area, circumference, and 2D volume. High-Q Automatic Doppler Analysis; Volume Flow Measurements, User Defined Calculations; Quicktext Automatic Annotation; Quicksave User-Defined Presets; Single 15-inch High Resolution Non-Interlaced Monitor; Supports full range of scanhead technologies and clinical applications. CPU performance PLUS Upgrade. Operators Manuals	1	\$22,620.00		\$22,620.00

All Quoted Equipment subject to availability

2	**NNAD415	C8-4 IVT	1	\$5,850.00	\$5,850.00
3	**NNAD412	C5-2	1	\$5,850.00	\$5,850.00
4	**NNAD431	L7-4	1	\$5,850.00	\$5,850.00
5	**NNAD430	L12-5 50MM	1	\$7,475.00	\$7,475.00
6	**989801235009	Radiology	1	\$0.00	\$0.00
7	**989801235016	Advanced Performance Module w/ CD Write	1	\$4,875.00	\$4,875.00
8	**989801235024	XRES Visual Technology (must order APM)	1	\$4,452.50	\$4,452.50
9	SP019	Trade In Allowance	1	-\$10,750.00	-\$10,750.00

100171 Diamond Select US GI

Line #	Part #	Description	Qty	Each	Price
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If Customer will be trading-in any equipment (a "Trade-in"), then (1) Customer represents and warrants that Customer has, and shall have when title passes, good and marketable title to such Trade-in, (2) Customer represents and warrants that Customer has the authority to effect such Trade-in.

Product: GE LOGIC 700
Serial Number: L7R46240
Manufacturer: GE MEDICAL SYSTEMS

100171 Diamond Select US GI

LIST PRICE	\$87,650.00
DISCOUNT	\$30,677.50
TRADE IN AMOUNT	-\$10,750.00
NET PRICE	\$46,222.50

Buying Group: NO CONTRACT

Contract #: NONE

Add'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.

100171 Diamond Select US GI**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	**989801235021	iSCAN Intellegent Optimization	1	\$5,980.00	\$5,980.00

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

2. Cancellation. The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If the Customer cancels an order prior to product delivery, Customer shall pay the costs incurred by Philips up 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 Customer's behalf.

3. Payment Terms.

- 3.1 Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will immediately pay such invoice on receipt for each product as follows:
 - (a) For X-Ray, Computed Tomography, Magnetic Resonance or Nuclear Medicine products:
 - (i) 10% of the purchase price shall be due with 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 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. Available for first patient use means the product has been installed and substantially meets Philips' published specifications. If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty days following the date that Philips notifies Customer that the major components of the product are available for delivery, the unpaid portion of the purchase price shall be due on the thirty-first day following such date.
 - (b) For Ultrasound, Cardiac, and Patient Monitoring products:
 - 100% of the purchase price shall be due thirty days from Philips' invoice date.
- 3.2 Orders are subject to Philips' on-going credit review and approval.
- 3.3 Customer shall pay interest on any amount not paid when due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of the quotation following a Customer default, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.

4. Trade - In. If Customer will be trading-in any equipment (a "Trade-In"), then

- (i) Customer represents and warrants that Customer has, and shall have when title passes, good and marketable title to such Trade-In;
- (ii) Title to such Trade-In shall pass from Customer to Philips when Philips, or its authorized representative, removes such Trade-In from Customer's site; and,
- (iii) Notwithstanding anything to the contrary in any Business Associate Addendum, Customer represents and warrants that Customer has removed or de-identified all Protected Health Information from the Trade-In equipment as of the date the equipment is removed.

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

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

7. Shipment and Risk of Loss.

- 7.1 Philips will use reasonable efforts to ship the product to the Customer (i) by the mutually agreed upon shipment date, (ii) by the date stated in the quotation, or (iii) as otherwise agreed in writing. Philips will ship the product according to Philips' standard commercial practices. Philips may make partial shipments. Philips will pay shipping costs associated with product shipment. 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 is not substantially altered.
- 7.2 Title to any product (excluding software), and the risk of loss or damage to any product shall pass to the Customer F.O.B. destination. Customer shall obtain and pay for insurance covering such risks at destination.
- 7.3 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 invoice Customer for all such fees.

8. Installation.

- 8.1 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. Customer shall provide any and all plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in the quotation), fire protection and environmental controls, ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. If local labor conditions require the use of non-Philips' employees to participate in the installation of the product, then such participation of non-Philips employees shall be at Customer's expense. In such case, Philips will provide engineering supervision during the installation.

- 8.2 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, RF or magnetic shielding and acoustical suppression and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of Customer. Customer 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 installation work begins. 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.**
- 8.3 Customer shall ensure, at no charge to Philips, that there are no obstacles preventing Philips from moving the product from the entrance of the Customer's premises to the installation site. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. Philips assumes that no hazardous materials exist at the installation site. If any such materials exist, Customer shall be responsible for the proper removal and disposal of the materials at Customer's expense.
- 8.4 Customer will (i) provide Philips with a secure location at Customer's premises to store one Philips remote services network router (or a Customer-owned router acceptable to Philips at Customer's option) for connection to the Equipment and to Customer's network; and (ii) at all times during the warranty period provide Philips with full and free access to the router and a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable for connection to Customer's network for Philips' use in remote servicing of the product, such as providing technical support assistance, updating Licensed Software, uploading product error logs and utilization data, transmitting automated status notifications from the product to Philips, and performing real-time screen sharing with Customer's personnel.

9. Product Warranty.

- 9.1 In addition to the limited warranties stated herein, Philips provides limited product-specific warranties that are set forth in separate Philips warranty documents incorporated herein by reference.
- 9.2 Subject to the product-specific warranties and except as otherwise stated therein, Philips warrants to Customer that the Philips equipment will perform in substantial compliance with its performance specifications for a period of 12 months beginning upon availability 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 that Philips notifies Customer that the major components of the product are available for delivery, the warranty period begins on the thirty-first day following that date.
- 9.3 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof, or to a refund of a portion of the purchase price paid by the Customer. Any refund will be paid to the Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e., 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.
- 9.4 This warranty is subject to the following conditions: the product (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips), (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips written instructions and for the purpose for which the products were intended, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product; and Customer is to notify Philips immediately in the event the product at any time fails to meet its printed performance specifications. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software (except DAT file changes) running in connection with the Licensed Software without prior validation approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.
- 9.5 **THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Philips may use refurbished parts in the manufacture of the products which are subject to the same quality control procedures and warranties as for new products.

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

11. Patent Infringement Claims.

- 11.1 Philips shall defend or settle any claim against Customer that a Philips product provided in the quotation infringes a valid claim under a United States patent provided that 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.
- 11.2 The provisions of this section shall not apply in the event of any sale or other transfer of the product by Customer.
- 11.3 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 Customer to use the product, (ii) replace or modify the product to avoid infringement, or (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the product by Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with 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 Customer one of the options described herein. The terms in this section state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

12. Limitation of Liability. The 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. The foregoing limitation shall not apply to third party claims for bodily injury or death caused by Philips' negligence or proven product defect.

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

14. Confidentiality. Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers and/or its patients, and the quotation and its terms, including the pricing terms under which Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The obligation to maintain the confidentiality of such information shall not extend 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.

15. 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, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

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

General Terms. The following additional terms shall be applicable:

- **16.1 Force Majeure.** 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 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.
- **16.2 Bankruptcy.** If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.
- **16.3 Assignment.** Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect.
- **16.4 Export.** Customer shall assume sole responsibility for obtaining any required export authorizations in connection with Customer's export of the products from the country of delivery.
- **16.5 Governing Law.** All transactions contemplated by the quotation shall be governed by the laws of the state where the equipment will be installed, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form.
- **16.6 Entire Agreement.** The terms and conditions in the quotation and applicable Philips' product - specific warranty document constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the quotation.
- **16.7 Headings.** The headings in the quotation are intended for convenience only and shall not be used to interpret the quotation.
- **16.8 Severability.** If any provision of the quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.

- 16.9 **Notices.** Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the quotation.
- 16.10 **Performance.** The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of the quotation.
- 16.11 **Obligations.** Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. Customer will not exercise any right of offset in connection with the terms and conditions in the quotation or in connection with any other agreement, contract, or account with Philips.

OPERATING SOFTWARE LICENSE

1. License Grant

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- 1.6 Customer may transfer the Licensed Software in connection with sale of the product to a purchaser who accepts all of the terms and conditions of this License; provided that, Customer is not in material breach and/or default of a License term and/or payment obligation under this agreement and the Terms and Conditions of Sale incorporating this License.

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- 2.1 If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the products shall become null and void. If Customer or any of its officers, employees, or agents should devise any revisions, enhancements, additions, modifications, or improvements in the Licensed Software, Customer shall disclose them to Philips, and Philips shall have a non-exclusive royalty-free license to use and to sub-license them.
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- 3.1 Customer's rights under this License are conditioned upon Customer not performing, and Customer shall not perform, any actions in a manner that would require any software furnished with the product, or the product and/or any derivative work thereof, to be licensed under Open License Terms. These actions include but are not limited to:
 - (i) combining such software, the product or a derivative work thereof with Open Source Software by means of incorporation, linking or otherwise; or
 - (ii) distributing such software, the product or a derivative work thereof with Open Source Software; or
 - (iii) using Open Source Software to create a derivative work of the product or such software, insofar as these actions would require such software, the product or a derivative work thereof to be licensed under Open License Terms.
- 3.2 As used herein, "Open Source Software" means any software that is licensed under Open License Terms. "Open License Terms" means terms in any license agreement or grant that requires as a condition of use, modification and/or distribution of a work that:
 - (i) source code will be made available, or
 - (ii) permission will be granted for creating derivative works, or

- (iii) a royalty-free license be granted to any party under any intellectual property right regarding that work and/or any other work that contains, is combined with, requires or is based on that work.
- 3.3 Customer shall indemnify Philips and its affiliates against and hold Philips and its affiliates harmless from any damage or costs arising from or in connection with any violation or breach of the provisions of this Section 3, and Customer shall reimburse all costs and expenses incurred by Philips and/or its affiliates in defending any claim, demand, suit or proceeding arising from or in connection with such violation or breach.

10/06 Printed in U.S.A.

	A	B	C	D	E	F	G	H	J	K	L										
1	EXAM-PACS® - Custom Installation for:																				
2	CoActiv EXAM-PACS® Release II Price List Effective 7-30-07 (Quoted Prices Guaranteed for 30 Days from Quote Date)																				
3	Date	8/13/07	Name	Griffin Hospital, Attn: Christine Cooper				Extended	Year												
4			Address	130 Division Street, Derby, CT 06418			Price	Year One	Two +												
5	Jnits	Description	Phone	203-735-7421			Each	Charges	Charges												
6	Qty	PACS SOFTWARE																			
9	1	EXAM-SERVER™ Software License - Less Than 10,000 Exams Per Year					\$19,000	\$19,000	\$2,280												
14	1	Diagnostic Workstation Software License - Release II - Includes EXAM-3D™ Module					\$15,000	\$15,000	\$1,800												
15	1	Technical/Admin Reading Station Software License					\$6,000	\$6,000	\$720												
19	1	EXAM-FILER® Auto-Robotic CD Burner Software License (HW required) - OPTIONAL					\$8,000	\$8,000	\$1,200												
26		Year One Software License and Software Maintenance Charges							\$98,000												
27		Year Two + Software License Renewal and Software Maintenance Charges									\$6,000										
32	Qty	PACS HARDWARE																			
36	1	EXAM-SERVER™, Standard, EXAM-SERVER, 1.2TB RAID-5					\$8,995	\$8,995													
42	1	Vitre Diagnostic Workstation Hardware Upgrade - Add to Diagnostic Workstation for Vitrea Use					\$3,500	\$3,500													
43	1	Diagnostic Workstation w/2 3MP 21" Grayscale LCD Displays, plus 1 -20" 2MP Color LCD					\$18,995	\$18,995													
50	1	Technical/Admin/Viewing (T/A) Station, Hardware Only, Single 3MP Greyscale LCD & Single 20" 2MP Color LCD					\$8,990	\$8,990													
51	1	Technical/Admin/Viewing (T/A) Station, Hardware Only, w/17" LCD Monitor - OPTIONAL					\$1,995	\$1,995													
52	1	Auto Robotic Burner Hardware & Custom Interface Software for EXAM-FILER® Systems - OPTIONAL					\$3,500	\$3,500	\$525												
53		Year One Total EXAM-PACS Hardware Costs							\$45,975		\$525										
54	Y	Optional Year 1 PACS Hardware Support by AMSYS, Inc. (15%) If not selected, the OEM Manufacturer's Warranty applies							\$6,895		#2										
55	Y	Optional Year 2+ PACS Hardware Support by AMSYS, Inc. (20%) If not selected, the OEM Manufacturer's Warranty applies								\$9,195	#2										
56	Qty	Infrastructure & Network Hardware & Related Items																			
57	2	UPS, Battery Backup 725VA					\$99	\$198													
58	1	UPS, Battery Backup 1500VA					\$595	\$595													
61	Y	Optional Year 1 Miscellaneous Hardware & Equipment Support (15%) If not selected, the OEM Manufacturer's Warranty applies					\$119				#2										
62	Y	Optional Year 2+ Miscellaneous Hardware & Equipment Support (20%) If not selected, the OEM Manufacturer's Warranty applies							\$169		#2										
66	Qty	Interfaces, Installation & Training Expenses																			
71	2	Configuration, Installation & Setup, Per Day, Estimated Time (plus expenses if on-site setup is required)					\$1,200	\$2,400													
72	2	Remote Support Software for 7x24x365 Service, 1 License per PC (annual subscription)					\$200	\$400	\$400												
73	2	Training, Per Day, Estimated Time (plus expenses if on-site training is required)					\$1,200	\$2,400													
74		Total Installation, Setup & Training Charges							\$5,200	\$400											
75	Total EXAM-PACS® Investment (Year #1 and Year #2)																				
76	Years One & Two Cost by Product Category																				
77	CoActiv EXAM-PACS Software License Renewal & Support																				
7	\$48,000																				
79	CoActiv EXAM-VAULT Quad Redundant Archive Services																				
80	\$0																				
81	CoActiv EXAM-PACS Hardware Costs																				
82	\$45,975																				
83	OPTIONAL PACS Hardware Maintenance & Support Charges																				
84	\$7,015																				
85	Infrastructure, Network & Miscellaneous Add Ons																				
86	\$7,93																				
87	Installation & Training, Remote Support Software Charges																				
88	\$5,200																				
89	EXAM-PACS TeleRad Secure Remote Exam Hosting Service																				
90	\$0																				
91	Total PACS Investment For Years 1 & 2																				
92	\$106,983																				
93	\$16,279																				
94	PACS TCO (Total Cost of Operation) - 2-Years																				
95	\$123,262																				
86	CoActiv Medical • www.coactiv.com	#1 - Will increment in successive years as Archive Exam Count increases																			
87	900 Ethan Allen Highway, Ridgefield, CT	#2 - Hardware support is the client responsibility unless selected above																			
88	This is an EXAM-PACS®-EXAM-CONSOLE Installation. (1)-Diagnostic Reading Station complete including Vitrea Class Workstation equipped with Dual 3MP Greyscale LCD's and a Single 2 MP 20" Color LCD. This Reading Station will be installed in the yet to be built/completed Shelton Imaging Facility and will access Griffin Hospital's existing CoActiv EXAM-SERVER for Diagnostic Reads via Gigabit Fiber Network, (not included), as well as performing internal Diagnostic Reads. Also includes: (1) Tech/Admin Workstation with Single 3MP Greyscale LCD and Single 2MP 20" Color LCD. Pricing includes, UPS for Diagnostic Reading Station, configuration, installation, setup and applications training. OPTIONAL: EXAM-FILER Auto Robotic CD Burning System: \$16,194.																				
89																					
90																					
91																					
92																					
93																					
94																					
95	© 2007 CoActiv, LLC • EXAM-PACS®, EXAM-SENDER®, EXAM-VAULT®, EXAM-FILER®, EXAM-3D® are Registered Trademarks of CoActiv, LLC - EXAM-CONSOLE™ & EXAM-SERVER™ are Trademarks of CoActiv, LLC																				

A	B	C	D	E	F	G	H	J	K	L
96	EXAM-PACS® - Custom Installation for:									
97	CoActiv EXAM-PACS® Release II Price List Effective 7-30-07 (Quoted Prices Guaranteed for 30 Days from Quote Date)									
120	PAYMENT TERMS: Standard Terms (50% of Year #1 cost with Order, 40% on Installation, 10% 30 Days after Go-Live)									
121	1. You would be billed for the first year's PACS cost of	\$106,983	which would be payable in payments as follows:							
122		\$53,492	Due With Order							
123		\$42,793	Due on Installation.							
124		\$10,698	Due 30 Days after "Go-Live" Date.							
125	2. On the anniversary of your start date you will be billed	\$16,279	for your annual software license renewal fee and annual support charges.							
126	3. If you are using EXAM-Vault Archiving, you will be billed	\$0.030	at the end of each month for every exam in the archive, or	\$0.36	per year.					
127	4. Leasing and "Per Exam" or "Per Click" billing options are also available, please inquire.									
128	5. All invoices are due on a Net 30 Day basis from Invoice Date.									
174	© 2005 CoActiv, LLC • EXAM-PACS®, EXAM-SENDER®, EXAM-VAULT®, EXAM-FILER®, are Registered Trademarks of CoActiv, LLC - EXAM-CONSOLE™ & EXAM-SERVER™ are Trademarks of CoActiv, LLC									
175										
199										
200	Proposal Accepted by:		Signed							
201										
202	Date:		Print Name							
203										
204			Title							
205										
206			Organization							
207										
208										

PARKER X-RAY SOLUTION SERVICE, INC.
260 Governor Street, P.O. Box 280505, East Hartford, Connecticut 06128-0505

To: Griffin Hospital
130 Division Street
Derby, CT 06418

Date: August 14, 2007
Attention: Christine Cooper
Phone: (203) 876-4241

For: Off Site

QUANTUM Q-Rad CS-1 PREMIUM RADIOGRAPHIC SYSTEM

QG-6500 DELUXE RADIOGRAPHIC GENERATOR "ODYSSEY HF"
65 kW/ 150kV
Ultra High Frequency Power, 120kHz Plus
25 to 800 mA range
40 to 150 kV in 1 kV steps
mAs range: 0.025 - 800, (tube dependent)
Timer range: .001 - 6.3 seconds
"APR" Anatomical Programmed Radiography
Large LCD display for APR and technique selection, includes date/time feature
Self diagnostics, anode heat unit monitor, error messaging, auto shut off timer, RS232 port
Nominal input power 380 - 480 VAC, three phase

R10-T600 X-RAY TUBE
4" anode, 12 degree target angle, 90 degree arms
400,000 Heat Unit capacity
0.6 x 1.2 mm focal spot size
150 kVp. High/Standard speed rotor control

R70-80S HIGH VOLTAGE CABLES
One pair, 80 ft. long with Federal Terminals

RS-580	CEILING MOUNTED TUBE SUPPORT "CMT"
	Telescopic column with 59" of vertical travel
	Longitudinal travel range of 140" with standard rail length of 14 ft.
	Transverse travel range of 87.5" with standard rail length of 10 ft.
	Tube rotation about vertical axis: +154 degree / -182 degree
	Tube rotation about horizontal axis: +/- 120 degree
	Operator handgrips with digital display and multi-function switches
	All locks release switch in handgrips

PARKER X-RAY SOLUTION SERVICE, INC.
 260 Governor Street, P.O. Box 280505, East Hartford, Connecticut 06128-0505

Griffin Hospital
 Quantum CS-1 System
 August 14, 2007

QT-750 ELEVATING FLOAT TOP RADIOGRAPHIC TABLE
 650 lb Patient weight capacity
 Tabletop length: 85" with 32" longitudinal travel
 Tabletop width: 35.5" with 10" of transverse travel
 Extra wide flat top design for easy patient transfer with low absorption material
 FAIL-SAFE electromagnetic braking system
 Recessed foot switches for all table movements with float top hand control switch
 Elevating range: 21" – 32.5" with collision avoidance electronics
 Safety lock out control switch
 One set of adjustable patient handgrips

R30-17B BUCKY
 17 X 17" reciprocating bucky with multi-speed programmability

R20-1010M GRID
 103 line, 10:1 ratio, 34-44" focal distance

R60-T-P DELUXE HEAVY DUTY CASSETTE TRAY
 Accepts cassette sizes of 5 x 7" to 14 x 17"

QW-420 VERTICAL WALL STAND "VERTI-Q"
 Single column structure
 "EZ-Glide" hand control for easy and precise movement, grip rotates +90 degrees
 Low absorption front cover material with cassette and AEC indicators
 Vertical travel: 60.5" with minimum 13.75" Focal Spot to Floor distance
 FAIL-SAFE electromagnetic braking system
 Counterbalanced
 Note: Specify right or left hand load

R30-17B BUCKY
 17 X 17" reciprocating with multi-speed programmability

R20-1010L GRID
 103 line, 10:1 ratio, 40 – 72" focal distance

R60-T-P DELUXE HEAVY DUTY CASSETTE TRAY
 Accepts cassette sizes of 5 x 7" to 14 x 17"

PARKER X-RAY SOLUTION SERVICE, INC.
260 Governor Street, P.O. Box 280505, East Hartford, Connecticut 06128-0505

Griffin Hospital
Quantum CS-1 System
August 14, 2007

R40-MC-P **MANUAL COLLIMATOR (Progeny MC 150)**
Laser light for patient and cassette tray positioning, plus rectangular light field
Automatic lamp timer
Includes swivel mount with 90 and 360 degree detents
40 – 72" SID cassette size scales
Integrated measuring tape

R80-HS **EXPOSURE HAND SWITCH**
Two Position with Retractable Coil and Holder

RG-WM **WALL MOUNT FOR GENERATOR**

QW-HG30 **OVERHEAD HANDGRIPS FOR WALL HOLDER**

R80-AEC **IONIZATION CHAMBER**
Three field for use with radiographic table

R80-AEC **IONIZATION CHAMBER**
Three field for use with wall stand

QG-AEC **AUTOMATIC EXPOSURE CONTROL**
AEC electronics for Generator

SYSTEM PRICE: \$102,800.00

OPTIONAL:

R10-T600V **X-RAY TUBE (VARIAN RAD 60)** **ADD: \$1,500.00**
4" anode, 12 degree target angle, 90 degree arms
400,000 Heat Unit capacity
0.6 x 1.2 mm focal spot size
150 kVp, High/Standard speed rotor control

Page 3 of 4

PARKER X-RAY SOLUTION SERVICE, INC.
260 Governor Street, P.O. Box 280505, East Hartford, Connecticut 06128-0505

Griffin Hospital
Quantum CS-1 System
August 14, 2007

INSTALLATION INCLUDED.

SITE DRAWINGS INCLUDED.

X-RAY SYSTEM WARRANTY ONE YEAR PARTS AND LABOR.

ADD APPLICABLE STATE SALES TAX.

EQUIPMENT SALES DO NOT INCLUDE SITE PREPARATIONS.

F.O.B.: Delivered.

PAYMENT TERMS: 20% Deposit, 70% Upon Delivery, Net Upon Installation.

Prices are based upon manufacturer's current list price and may be subject to change.

ACCEPTED BY PURCHASER:

Authorized Signature

Title Date

SUBMITTED BY:



John Vidotto

Account Manager

Title Date

Page 4 of 4

PARKER X-RAY SOLUTION SERVICE, INC.
 260 Governor Street, P.O. Box 280505, East Hartford, Connecticut 06128-0505

We are pleased to submit this proposal for your consideration.

To: Griffin Hospital
 130 Division Street
 Derby, CT 06418

Date: August 14, 2007
Attention: Christine Cooper
hone: (203) 732-7266

COMPUTER RADIOGRAPHY FOR OFF SITE FACILITY

<u>Qty.</u>	<u>Catalog #.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	5900177	<p>Konica Xpress Class I Premium</p> <p>Enterprise CR System with DICOM Store, DICOM Modality</p> <p>Worklist and Procedure Code Mapping</p> <p>Includes:</p> <p>REGIUS Model 190 High Capacity, Dual Bay CR Reader</p> <p>81 Plates per Hour 14x17"</p> <p>44 seconds cycle time</p> <p>12 bit grayscale output</p> <p>DICOM Store (one connection included)</p> <p>Scanning Resolution 87.5m or 175m</p> <p>Auto-sensing 100/1000 mbps Network Interface</p> <p>UPS</p> <p>Xpress Control Station with UPS</p> <p>Minimum Configuration:</p> <p>Pentium IV, 2.16 GHz, 1GB RAM, 17 LCD with 160 degree Viewing Angle</p> <p>80 GB HD holds approximately 5,000 images</p> <p>Auto-sensing 10/100/1000 mbps Network Interface</p> <p>Includes:</p> <p>Reject Reason Feature with Basic Tracking and Data Export Functionality</p> <p>Free Text Annotation</p> <p>Automatic Masking</p> <p>Equalization, Frequency and Gradation Processing</p> <p>Set of Image Processing Parameter Presets</p> <p>HIPAA compliance enabling features (Audit trail, Auto log-out)</p> <p>Also includes:</p> <p>DICOM Modality Worklist</p> <p>Procedure Code Mapping</p> <p>4 Cassettes / Plates (any size)</p> <p>Installation and applications training</p>	\$76,080.00	

Page 1 of 3

PARKER X-RAY SOLUTION SERVICE, INC.
 260 Governor Street, P.O. Box 280505, East Hartford, Connecticut 06128-0505

Griffin Hospital
 Konica Xpress CR System
 August 14, 2007

<u>Oty.</u>	<u>Catalog #.</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Price</u>
1	5910501 included	CR Quality Assurance Kit vs. 1.0 Regius CR QA Phantom Two 0.5mm Copper and One Aluminum Filters Support Stand for proper placement of customer dosimeter QA Manual, QA Data Tracking Tool Customer Equipment REQUIRED: MS Windows based PC with EXCEL and printer Dosimeter 16x16" sheet of lead to prevent scatter Lead Block less than 5mm thick, ca 12cm x 15 cm area Laser Printer Calibrated with Linear LUT Calibrated PACS Monitor 5x magnifying glass Calibrated radiographic room Wire mesh Required CR System	\$4,500.00	
1	5900460	Hybrid Processing Software	\$6,500.00	
1	5900201	Barcode Reader - Plate Registration	\$700.00	
1	5813808	Cart for Control Station	\$1,900.00	
2	5907314	Xpress Cassettes and Plate: 14 x 17"	\$1,750.50	\$3,500.00
2	5907310	10 x 12"	\$1,050.00	\$2,100.00

STAFF TRAINING (APPLICATIONS) IS INCLUDED.

WARRANTY: TWELVE MONTHS PARTS AND LABOR DURING NORMAL WORKING HOURS ON READER. TENTY-FOUR MONTHS ON IMAGING PLATES AND CASSETTES.

A YEARLY SERVICE AGREEMENT BEYOND INITIAL WARRANTY IS AVAILABLE.

SITE PREPARATION AND INTERCONNECTING CABLES ARE THE RESPONSIBILITY OF THE CUSTOMER.

PARKER X-RAY SOLUTION SERVICE, INC.
260 Governor Street, P.O. Box 280505, East Hartford, Connecticut 06128-0505

Griffin Hospital
Konica Xpress CR System
August 14, 2007

EXCLUSIONS TO CR WARRANTY:

- 1). Services required to instruct customer in the operation of the system beyond initial training.
- 2). Adding or removing accessories, attachments or other components to or from the system.
- 3). Moving or relocating any component of the system.
- 4). Problems caused by improper operation, accident, vandalism, negligence, abuse or misuse of any system component.
- 5). Any increase in service time resulting from operator neglect or failure to follow operating instructions.
- 6). Repair or damage from any cause other than ordinary use of the system.
- 7). Removal of or missing hardware or software.
- 8). Failure due to loss of power or failure to power down properly.
- 9). Repairs necessary due to customer misuse, negligence or neglect.
- 10). Modifications, changes or alterations to the system and system software by unauthorized persons.

F.O.B.: Delivered.

PAYMENT TERMS: 20% Deposit, 60% Upon Delivery, Net 30 Days.

Prices are based upon manufacturer's list price and may be subject to change.

ACCEPTED BY PURCHASER:

Customer Signature

Title

Date

SUBMITTED BY:

John Vidotto

Account Manager

Title

Date

Page 3 of 3

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Griffin Hospital

130 Division St
Derby, CT 06418-1326

PROPOSAL REFERENCE	
Proposal: 1-9N8JQU	Date: 8/15/2007
Siemens' REPRESENTATIVE	
Tegan DeWallace	

LOCAL SALES OFFICE: Boston

Siemens Medical Solutions USA, Inc.
200 Wheeler Rd, 3rd Floor
Burlington, MA 01803
Phone: (781) 203-6000

Fax: (781) 203-6025

ALL INQUIRIES SHOULD BE
DIRECTED TO THE LOCAL SALES
OFFICE AND SHOULD SPECIFY THE
QUOTE # AND REVISION #

Siemens Medical Solutions USA, Inc., is pleased to submit the following quotation for the products and services described herein at the stated prices and terms, subject to your acceptance of the terms and conditions on the face and back hereof, and on any attachment hereto.

MAGNETOM Espree

PRELIMINARY Quote

This quote is based upon standard delivery terms and conditions (e.g., standard work hours, first floor delivery, etc.), basic rigging, mechanical installation and calibration. Siemens Medical Solutions USA, Inc. Project Management shall perform a site-specific assessment to ascertain any variations that are out of scope and not covered by the standard terms (examples such as, but not limited to: larger crane, nonstandard work hours, removal of existing equipment, etc.). Any noted variations identified by Siemens Project Management shall remain the responsibility of the customer and will be subject to additional fees.

DELIVERY SUBJECT TO AVAILABILITY

FREIGHT CHARGES AND TAXES, IF ANY, ARE PAYABLE UPON RECEIPT OF INVOICE.

WARRANTY: See specific product line attachment definitions.

THIS QUOTATION IS IN US DOLLARS AND IS VALID FOR 45 DAYS.

TERMS OF PAYMENT: 00% Down, 80% Delivery, 20% Installation

PURCHASING AGREEMENT: NCI - CareCore National, LLC

Siemens Medical Solutions USA, Inc.

CUSTOMER'S ACCEPTANCE:

SUBMITTED BY: _____ (signature)

_____ (signature)

NAME: Tegan DeWallace

BY:

TITLE: Siemens' REPRESENTATIVE

NAME:

DATE: 8/15/2007

TITLE:

DATE:

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Griffin Hospital

130 Division St
Derby, CT 06418-1326

PROPOSAL REFERENCE

Proposal: 1-9N8JQU Date: 8/15/2007

<u>Quote #</u>	<u>Quote Name</u>	NCI - CareCore National, LLC terms and conditions apply to system quote #1-9NAUQS.	
1-9NAUQS	MAGNETOM Espree		
<u>Revision</u>	<u>Terms of Payment</u>		
1	00% Down, 80% Delivery, 20% Installation		
FOB: Destination			

RELEVANT Items for Quote #1-9NAUQS Revision 1 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
-----	--------	-------------	--------------------

MAGNETOM Espree

1 07584514 **MAGNETOM Espree - System**

The Siemens 1.5T MAGNETOM Espree, a Tim system, is the first Open Bore MR scanner. It uniquely supports revolutionary patient care through: Revolutionary, CT-like bore design 70 cm patient diameter, 125 cm long system (cover to cover) for head out of the magnet in 60% of the anatomy scanned. Tim (Total imaging matrix) technology, the tremendous innovative RF system and matrix coil technology, which provides up to 100% more SNR, streamlines positioning and opens the door to whole body imaging. syngo®, the Siemens unique multi modality software providing innovative applications and workflow automation features. system including magnet, electronics and control room can be installed in 30 sqm (325 sq. ft). basic system includes: Unique ultra-short 120 cm long, whole-body superconductive 1.5T magnet with Zero Helium Boil-Off technology. Siemens exclusive Actively Shielded water-cooled gradient system. Digital RF Transmit and Receive System. RF Coils. High performance new host computer and image processors. syngo® MR software including Inline Technology, 1D/2D PACE, IPAT and Phoenix Tim Application Suite including nine dedicated Suites: Neuro Suite, Angio Suite, Cardiac Suite, Body Suite, Onco Suite, Breast Suite, Ortho Suite, Pediatric Suite and Scientific Suite. system cooling either the predefined chiller option or the Separator is required.

The MAGNETOM Espree features the Tim Application Suite. The **Tim Application**

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Griffin Hospital

130 Division St
Derby, CT 06418-1326

PROPOSAL REFERENCE

Proposal: 1-9N8JQU Date: 8/15/2007

RELEVANT Items for Quote #1-9NAUQS Revision 1 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
-	-	Suite provides a complete range of clinically optimized sequences, protocols and workflow functionalities for virtually all clinical questions. There are nine dedicated application packages:	
-	-	Neuro Suite	
-	-	Angio Suite	
-	-	Cardiac Suite	
-	-	Body Suite	
-	-	Onco Suite	
-	-	Breast Suite	
-	-	Ortho Suite	
-	-	Pediatric Suite	
-	-	Scientific Suite	

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Griffin Hospital

130 Division St
Derby, CT 06418-1326

PROPOSAL REFERENCE

Proposal: 1-9N8JQU Date: 8/15/2007

RELEVANT Items for Quote #1-9NAUQS Revision 1 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
		The high performance host computer and image processor are ideally suited for even the most demanding applications.	
		The system including magnet, electronics and control room can be installed in 30 m ² (325 ft ²) space.	

The system includes:

Magnet:

The world's shortest, whole-body superconductive 1.5T magnet with

- 120 cm length
- 6th generation active shielding (AS) technology with counter running coil technology
- External Interference Shielding (E.I.S.)
- High homogeneity (typ. 2.8 ppm, based on 24 plane plot, 45x45x30 cm³ volume)
- Helium capacity of 980 liters
- Zero Helium Boil-Off rate of 0 l/h during typical, undisturbed clinical operation depending on the sequences used and examination time, and provided the system is serviced in regular intervals.
- Integrated magnet cooling system.

Z-engine Gradient System:

- Actively Shielded water-cooled gradient system

- 33 mT/m per axis or 57 mT/m effective

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-	-	100 T/m/s per axis slew rate or 173 T/m/s effective	
-	-	Minimized acoustic noise	
RF Transmit and Receive System:			
-	-	Compact water cooled solid state RF amplifier	
-	-	Integrated electronics cabinet water cooling	
-	-	Integrated circularly polarized Body Coil, which can be used as transmitter with local receive coils or as transmitter and receiver, for example in the case of bariatric patients	
-	-	Revolutionary Total imaging matrix allows a huge number of coil elements to be seamlessly integrated into one examination together with a large number of RF channels, optimizes coil positioning and virtually eliminates coil changing times.	

RF Coils:

Head Matrix coil

- 12-element design with 12 integrated preamplifiers, two rings of 6 elements each (i.e. 4 clusters of 3 elements each)
- Operated depending on the Matrix Coil Mode as a 4-channel coil (CP Mode), 8-channel coil (Dual Mode) or 12-channel coil (Triple Mode).
- For applications like Brain examinations, MR Angiography, combined head/neck examinations, TMJ (temporo mandibular joints)

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Neck Matrix coil

- 4-element design with 4 integrated preamplifiers, 2 clusters of 2 elements each
- Operated depending on the Matrix Coil Mode as a 2-channel coil (CP Mode) or 4-channel coil (Dual Mode, Triple Mode).
- For applications like Cervical Spine, Neck, Larynx/Esophagus, MR Angiography, Mediastinum, combined head/ neck examinations

Spine Matrix coil

- 24-element design with 24 integrated preamplifiers, 8 clusters of 3 elements each
- Operated depending on the Matrix Coil Mode as a 8-channel coil (CP Mode), 16-channel coil (Dual Mode) or 24-channel coil (Triple Mode).
- For applications like high resolution imaging of the whole spine, but also for various applications in combination with additional coils

Workflow and Patient Handling

Tim – Total imaging matrix

- Tim provides increased patient comfort and optimized workflow efficiency. Only one patient setup, no repositioning, no changing of coils
- Ultra-light weight coils
- Imaging with optimized surface coil quality
- Software controlled remote table move

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- Feet-first positioning for almost all examinations

Patient table

- Free floating table with max. scan range of 154 cm (5' 1"). The tabletop travels approx. 80 cm (2'7"), respectively 132 cm (4'4"). with the optional Time Whole Body Suite – beyond the rear end of the system, for additional patient access.
- Patient weight limit of 250 kg (550 lbs) in both vertical and horizontal movement (support begins with software version syngo MR B13).
- Patients between 201-250 kg (441-550 lbs) must be scanned head first.
- Tables lowers down to 47 cm (1' 6") for easy access for all patients (e.g disabled, geriatric and bariatric).
- Two Tableside Control Units integrated into the front cover ergonomically designed and positioned (left and right).
- Appealing CT-like design with 70 cm opening enhances comfort for more patients and enables scanning of bariatric patients. The system is only 125 cm long giving a short and open appearance that can significantly help patients with claustrophobia or anxiety about the MR examination.
- The cantilevered design gives the system a light and unimposing appearance while providing unobstructed foot space for attending staff and better access to the patient.

Patient Positioning Aids

- Comprehensive set of cushions for comfortable and stable patient positioning together with safety straps.

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Patient Comfort facilities, Patient Communication

- Ergonomically designed patient intercom
- Variable (3 levels) ventilation and lighting inside the magnet bore

Application packages:

Tim Application Suite: MR Imaging - par excellence

The Tim Application Suite has a complete range of clinically optimized examinations for all regions. Excellent head-to-toe imaging can be accomplished with the sequences and features included in this application suite. To enable comprehensive head-to-toe MR imaging, nine dedicated application packages Neuro Suite, Angio Suite, Cardiac Suite, Body Suite, Onco Suite, Breast Suite, Ortho Suite, Pediatric Suite and Scientific Suite have been included as standard applications.

Neuro Suite

Neuro Suite is part of the Tim Application Suite. Comprehensive head and spine examinations can be performed with dedicated programs that are optimized for clinical examinations. High-resolution protocols and fast protocols for uncooperative patients are provided. Neuro Suite also includes protocols for diffusion imaging, perfusion imaging, and fMRI.

It includes for example:

EPI sequences and protocols for diffusion, perfusion and fMRI for advanced neurological applications. Diffusion weighted imaging is possible with up to 16 b-values in the orthogonal directions as well as multiple direction diffusion weighting in 6 or 12 directions to generate data sets for diffusion tensor imaging.

- Dynamic Analysis software (included in standard configuration) enables calculation

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of:			
<ul style="list-style-type: none">- ADC maps- t-test maps from the EPI images for fMRI- Time-to-Peak maps for perfusion analysis.- 3D isotropic resolution volume imaging using T1 3D MPRAGE / 3D FLASH, SPACE DarkFluid, T2 SPACE and 3D TSE.- Whole spine protocols acquire in multiple steps via software controlled table movement in a single click.- T2-weighted high-resolution 3D Restore protocols optimized for inner ear examinations.- 2D and 3D MEDIC protocols for T2-weighted imaging particularly in C-spine transverse where reproducibility can be difficult due to CSF pulsations and blood flow.- 3D Myelo with 3D HASTE and 3D TrueFISP sequence for anatomical details- Dynamic sacro-iliac joint imaging using fast T1-weighted FLASH 2D sequence- Spine diffusion protocols with PSIF sequence.			

Angio Suite

Angio Suite is part of the Tim Application Suite. Excellent MR Angiography can be performed to visualize arteries and veins with or without contrast agent.

This package includes:

Contrast-enhanced MRA

- 3D contrast-enhanced MRA protocols with or without iPAT for head, neck, thorax, abdomen, and peripheral regions with the shortest TR and TE. Due to the strong gradients the arterial phase can be separated from the venous phase. The ultrafast ce-MRA protocols avoid venous contamination.

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		<ul style="list-style-type: none">- CareBolus functionality for excellent results. It supports accurate determination of the Bolus arrival time and the "Stop and Continue" real-time switching to the 3D ce-MRA scan protocol after the 2D bolus observation scan.- Excellent peripheral ce-MRA can be acquired with flexible coil combinations. <p><i>Non-contrast-MRA and venography</i></p> <ul style="list-style-type: none">- 2D and 3D ToF protocols for MRA for Circle of Willis, carotids, neck vessels, and breath-hold protocols for abdominal vessels- Triggered 2D/3D ToF sequences for non-contrast MRA, particularly of the abdomen and the extremities- 2D/3D phase-contrast- MR venography with 2D/3D ToF and phase-contrast- TONE (Tilted Optimized Non-saturation Excitation) and MTC techniques for improved CNR- Water-excitation 3D ToF protocol for better suppression of orbital fat <p><i>Image processing and workflow features</i></p> <ul style="list-style-type: none">- MIP, MinIP, and 3D SSD (Maximum Intensity Projection, Minimum Intensity Projection, Shaded Surface Display)- Inline Subtraction and MIP for immediate results- Inline standard deviation maps of phase-contrast measurements for differentiating arteries from veins.- Software-controlled table movements.	

Cardiac Suite

The Cardiac Suite covers the complete application range from morphology, ventricular and valvular functions to dynamic signal, coronary imaging and angiography. It features the new BEAT tool.

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The utilization of triggering requires the optional PMU Wireless Physio Control.

This package includes:

Cardiac view creation with BEAT

- Fast acquisition of the basic cardiac views for further examination planning. Cardiac scouting provides users with a step-by-step procedure for the visualisation and planning of typical cardiac views, e.g. based on TrueFISP or dark blood TurboFLASH: Short-axis, 4-chamber and 2-chamber views.

Morphology – Heart and Vessel structure and valve function with BEAT

- Various breath-hold techniques for strong contrast between the blood and vascular structures. Dark Blood Turbo SE and HASTE imaging are available for the structural evaluation of the cardio-thoracic anatomy, including vessels or heart valves. Standard cine techniques for dynamic display (FLASH) can also be used to visualize functions of the heart valves.
- Optimized workflow with Drag & Drop recall (Phoenix), Scan button and Copy Position

Ventricular function and wall motion with BEAT

- Tools for rapid evaluation of left or right ventricular function:
- Acquisition of a stack of short-axis slices (standard segmented FLASH, or segmented TrueFISP)
- Automatic adjustment of the acquisition window to the current heart rate:
- Use of Inline ECG for graphical ECG triggering setup
- Cine Imaging with TrueFISP or FLASH contrast.
- Protocols for coverage of the whole heart
- iPAT integration for highest temporal/spatial resolution
- Special protocols for the examination of wall motion defects under stress

Tissue characterization with BEAT

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		<ul style="list-style-type: none">- Protocols for high contrast and high resolution tissue characterization- Ultra-fast protocols for dynamic imaging, e.g. for 8 arbitrarily oriented slices per heart beat. These protocols provide multi-slice information for the assessment of coronary heart disease (Turbo FLASH)- Segmented IR TrueFISP/FLASH- TI scout for optimization of contrast between tissues <p><i>Other</i></p> <ul style="list-style-type: none">- Protocols for pediatric examinations- Protocols for plaque characterization	

Body Suite

Body Suite covers your needs for clinical body applications. Ultrafast high-resolution 2D and 3D protocols are provided for abdomen, pelvis, MR Colonography, MRCP, dynamic kidney, and MR Urography applications. Siemens unique 2D PACE technique makes body imaging easy allowing for multi-breath-hold examinations as well as free breathing during the scans. Motion artifacts are greatly reduced with 2D PACE Inline technology.

This package includes:

- Free breathing 2D PACE applications with 2D/3D HASTE (RESTORE) and 2D/3D TSE (RESTORE)
- Optimized fast single shot HASTE protocols and high-resolution 3D RESTORE protocols based on SPACE and TSE for MRCP and MR Urography examinations
- Dedicated fat suppression protocols with Quick FatSat, STIR, SPAIR, FLASH and HASTE in-phase and opposed-phase protocols as well as multi-echo TSE. DIXON - 2 point Dixon with 3D VIBE, the following contrasts can be obtained: in-phase, opposed phase, fat and water image.
- Dynamic 3D VIBE protocols for best visualization of focal lesions with high spatial and temporal resolution

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		<ul style="list-style-type: none">- High-resolution pelvic imaging (prostate, cervix)- Isotropic T2 SPACE 3D protocols for tumor search in the pelvis- Colonography bright lumen with T2-weighted TrueFISP and dark lumen with T1-weighted VIBE- Dynamic volume examinations with 3D VIBE- syngo REVEAL (prerequisite: "Inline Diffusion" option)	

Onco Suite

MR imaging has an excellent advantage of soft tissue contrast, multi-planar capabilities and the possibility of selectively suppressing specific tissue e.g. fat or water. This helps visualize pathologies, particularly metastases. The Onco Suite features a collection of sequences as well as protocols and evaluation tools that guide through a detailed screening of clinical indications, such as in hepatic neoplasms.

This package includes:

- STIR TSE and FLASH in-phase and opposed-phase protocols with a high sensitivity to metastases visualization
- Dynamic imaging protocols for assessment of the kinetic behavior for lesion visualization and characterization
- Quantitative evaluation and fast analysis of the data with colorized Wash-in, Wash-out, Time-To-Peak, Positive-Enhancement-Integral, MIPtime and combination maps with Inline technology or for offline calculation
- Display and analysis of the temporal behavior in selected regions of interest with the included MeanCurve postprocessing application. This includes the capability of using additional datasets as a guide for defining regions of interest even faster and easier than before.
- syngo REVEAL (prerequisite: "Inline Diffusion" option)

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Breast Suite			
MR imaging has proven a very high sensitivity for breast lesions and is the gold standard for the examination of silicone implants. Extremely high spatial and temporal resolution can be achieved in very short measuring times (e.g. 1 min) by using iPAT with GRAPPA.			
Excellent soft tissue differentiation, customized protocols (e.g. with fat saturation or water excitation or silicone excitation), as well as flexible multiplanar visualization allow for fast, simple and reproducible evaluation of MR breast examinations.			
This package includes:			
<ul style="list-style-type: none">- High-resolution 2D protocols for morphology evaluation.- High-resolution 3D protocols covering both breasts simultaneously.- Protocols to support interventions (fine needle and vacuum biopsies, wire localization).- Protocols for evaluating breasts with silicone implants.- Automatic and manual frequency adjustment, taking into account the silicone signal.- Detection of the silicone signal either to suppress the silicone signal, if the surrounding tissue is to be evaluated, or to suppress the tissue signal in order to detect an implant leakage.- SPAIR – robust fat sat (robust fat suppression using a frequency selective inversion pulse)- DIXON - 2 point Dixon with 3D VIBE, the following contrasts can be obtained: in-phase, opposed phase, fat and water image.- iPAT with GRAPPA for maximum resolution in short time.- Inline subtraction and MIP display.- Offline subtraction, MPR and MIP display.- syngo REVEAL (prerequisite: "Inline Diffusion" option).			

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The Breast Suite also includes:			
VIEWS (Volume Imaging with Enhanced Water Signal)			
<ul style="list-style-type: none">- bilateral – both breasts are examined simultaneously- axial – the milk ducts are directly displayed- fat-saturated or water-excited – fat complicates clinical evaluation and is suppressed- isotropic 3D measurement – the same voxel size in all three directions for reconstruction in any slice direction- submillimeter voxel – highest resolution for precise evaluation			

Ortho Suite

Ortho Suite is a comprehensive collection of protocols for joint and spine imaging. MR imaging is especially suitable for avascular necrosis and internal derangements. The protocols included in this Suite can also be applied for imaging of tumors and infections.

This package includes:

- 2D TSE protocols for PD, T1 and T2-weighted contrast with high in-plane resolution and thin slices
- 3D MEDIC, 3D TrueFISP protocols with water excitation for T2-weighted imaging with high in-plane resolution and thin slices
- High resolution 3D VIBE protocol for MR arthrography (knee, shoulder and hip)
- 3D MEDIC, 3D TrueFISP, 3D VIBE protocols with water excitation having high isotropic resolution, optimized for 3D post-processing
- PD SPACE with fat saturation and T2 SPACE with high isotropic resolution optimized for 3D post-processing
- Whole spine single-step or multi-step protocols
- Excellent fat suppression in off-center positions, e.g. in the shoulder due to high

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Qty	Part #	Description	Extended Net Price
		magnet homogeneity	
-		Dynamic TMJ and ilio-sacral joint protocol	
-		Susceptibility-insensitive protocols for imaging in the presence of a prosthesis	
-		Multi-Echo SE sequence with up to 32 echoes for the calculation of T2 time maps (calculation included in the Scientific Suite)	

Pediatric Suite

The parameters for pediatric imaging vary significantly in comparison to the parameters for adults. The reasons are developing tissues, body size, faster heart rates and restricted compliance with breath-hold commands. This suite provides dedicated protocols for pediatric imaging by age groups, for example, protocols for imaging tumors, malformations and epilepsy in the brain, cardiac morphology as well as functional imaging and contrast enhanced MR Angiography.

This package includes:

Neuro

- Brain protocols divided according to age groups and providing best contrast-to-noise ratio with optimized parameters, for example, protocols for under 6 months old infants, protocols for infants between 6 months and one year, protocols for toddlers between one and two years of age.
- Excellent T1-weighted contrast with optimized TR, TE and flip angles
- Protocols with MTC pulse for post-contrast T1-weighted imaging that provides excellent contrast-to-noise ratio resulting in improved conspicuity of lesions/pathologies

Cardiovascular

- Cardiac morphology protocols according to age groups and optimized for a small FoV and faster heart rates in congenital heart diseases (CHD)
- Imaging protocols for ventricular function as well as valvular and septal defects

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-	ce-MRA as an adjuvant in the assessment of congenital heart disease and vasculature		

Scientific Suite

Scientific Suite supports the scientifically oriented user with an easy access to application-specific data for further processing and advanced image computation methods.

- Support of USB memory sticks
- Access to the file system by means of a secure and convenient browser
- Anonymization of patient data
- Easy generation of AVIs and screenshots for integration into presentations and training videos
- Export function for tables, statistics and signal-time-courses in a communal format (MeandCurve, Spectroscopy, DTI evaluation)
- Advanced image computation methods such as T2 and T1 time calculation, addition, subtraction, multiplication, division, and integration of images

SPACE

SPACE is a variable 3D TSE sequence method with very long echo trains (>200). Tissue contrast is optimized through a flip angle amplitude modulation over the course of the echo train adapted to the specific application. This also substantially reduces SAR. T2, T1, PD contrast as well as DarkFluid and Bright Fluid contrasts are possible. Due to the extremely high signal efficiency of 3D technology, protocols with isotropic submillimeter resolution can be created (resolution within the slice = slice thickness <1mm). The SPACE package includes 3D protocols for any body region (head, cervical spine, thoracic spine, lumbar spine, pelvis, abdomen, MRCP, hip, knee) and for any contrast.

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The sequences, features and techniques for acquisition and reconstruction included in the Tim Application Suite are described in detail below.

Sequences

- Spin Echo (SE): Single, Double and Multi Echo (up to 32 echoes)
- Inversion Recovery (IR)
- 2D/3D FLASH (spoiled GRE)
- 2D/3D FISP
- 2D/3D PSIF
- PSIF Diffusion
- 2D/3D TrueFISP
- Shared Phases Real-time TrueFISP
- 2D/3D MEDIC (Multi Echo Data Image Combination)
- 2D/3D TurboFLASH (MPRAGE)
- 3D VIBE (Volume Interpolated Breath-hold Examination) with interpolation and quick fat saturation
- 2D/3D TSE
- Echo Sharing technique for dual-contrast TSE enhancing speed by using acquired echoes in both proton density and T2 images simultaneously.
- Speeds up dual-contrast TSE by almost a factor of 2
- 2D/3D RESTORE TSE
- SPACE for 3D imaging with high isotropic resolution with T1, T2, PD, and dark fluid contrast
- 2D/3D TurboIR (TruelR, STIR, dark-fluid T1 and T2)
- 2D/3D HASTE (Half-Fourier Acquisition with Single Shot Turbo Spin Echo)

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		<ul style="list-style-type: none">- 2D/3D HASTE IR for fat or fluid suppression- 2D/3D Single Shot TSE for heavy T2 weighting- 2D/3D Time-of-Flight (ToF) Angiography, single and multi-slab- 2D/3D Time-of Flight (ToF), triggered and segmented- 2D/3D Phase Contrast and multi-venc Phase Contrast Angiography- 2D/3D Phase Contrast triggered- ce-MRA sequences- BEAT Tool- TrueFISP segmented- 2D/3D FLASH segemented- Magnetization-prepared TrueFISP (IR, SR, FS)- IR TI scout- Retrogating- Single Shot EPI (SE and FID)- 2D/3D Segmented EPI (SE and FID)- 3D GRE fieldmapping	

Tim Application Suite: Acquisition and Reconstruction Techniques

- Diffusion-weighted imaging
- Perfusion imaging
- fMRI BOLD imaging
- 1D/2D PACE (Prospective Acquisition CorrEction)
- Whisper Mode for scanning with reduced noise; beneficial for children, non-cooperative, or anxious patients

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		<ul style="list-style-type: none"> - LOTA (Long Term Data Averaging) technique for motion and flow artifact reduction without increasing scan time - Elliptical scanning reduces scan time for 3D imaging - Selectable centric elliptical phase reordering in the user interface for special applications - Inversion Recovery to null the fat or fluid signal and to obtain high T1-weighted image contrast - Dark-blood inversion recovery technique that suppresses blood signal - Saturation Recovery for 2D TurboFLASH, gradient echo, and T1-weighted 3D TurboFLASH with short scan time (e.g. MPRAGE) - Presaturation Technique. RF saturation pulses to suppress flow and motion artifacts. Up to six saturation bands may be positioned in any orientation - Tracking SAT Bands maintain constant saturation of venous and/or arterial blood flow, e.g. for 2D/3D sequential MRA - Fat Saturation. Additional frequency selective RF pulses, used to suppress bright signal from fatty tissue. Two selectable modes: weak, strong - Water Saturation. All sequences used for fat saturation can be used to suppress the water signal - Quick FatSat, for time-efficient fat saturation - SPAIR – robust fat sat (robust fat suppression using a frequency selective inversion pulse) - DIXON - 2 point Dixon with 3D VIBE, the following contrasts can be obtained: in-phase, opposed phase, fat and water image. - Fat Excitation. Spectral selective RF pulses for exclusive fat excitation - Water Excitation. Spectral selective RF pulses for exclusive water excitation - Silicone detection for breast examinations - MTC (Magnetization Transfer Contrast). Off-resonance RF pulses to suppress signal 	

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		from certain tissues, thus enhancing the contrast used e.g. in MRA	
		- TONE (Tilted Optimized Nonsaturating Excitation). Variable excitation flip angle to compensate inflow saturation effects in 3D MRA. TONE pulse are selectable depending on the desired direction of flow sensitivity	
		- GMR (Gradient Motion Rephasing). Sequences with additional bipolar gradient pulses, permitting effective reduction of flow artifacts	
		- Freely adjustable receiver bandwidth, permitting studies with increased signal-to-noise ratio	
		- Freely adjustable flip angle. Optimized RF pulses for image contrast enhancement and increased signal-to-noise ratio	
		- Half-fourier technique to further reduce the scan time (by approximately half), while maintaining the same spatial resolution	
		- Rectangular FoV capability from 10% to 100% in steps of 1%, enables reduction in scan time by reducing the number of phase encoding steps while maintaining the same in-plane resolution	
		- Multi-Slice-Multi-Angle: Scans in different planes can be acquired simultaneously in a single sequence, such as for the acquisition of superimposed orthogonal survey images (Scout) or studies in the spinal region, in order to image several vertebral disks exactly in their transverse orientation	

Installation:

- The relatively lightweight design of the MAGNETOM Espree eliminates the need for structural building reinforcements in most cases often allowing upper floor installation.
- The compact design reduces the required space to only 30 sqm (325 sq. ft.) for the entire installation
- Room height clearance is only 2.42 m (8'),

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		<ul style="list-style-type: none">- The MAGNETOM Espree allows siting of the system without a dedicated computer room.- The MAGNETOM Espree combines state-of-the-art performance with peace of mind. High system availability is ensured by the expert, highly trained Siemens MR service engineers;- Your Siemens service contract (not included in the basic unit) offers a comprehensive range of benefits such as Uptime Remote Diagnostics for improved productivity and maximum uptime.	

The MAGNETOM Espree Magnet:

- The 1.5 T MAGNETOM Espree magnet utilizes a Stainless-Steel cryostat due to its proven structural reliability and excellent behavior in minimizing artifact-inducing eddy currents
- Magnet Length is only 120 cm while the homogeneity allows for up to 45x45x30 cm³ FoV imaging. This is unique for such a short magnet and provides excellent image quality over a wide range of applications
- Homogeneity: Guaranteed < 4 ppm Vrms (typ.: < 2.8 ppm Vrms, Vrms = Volume root-mean-square) in a elliptical volume up to 45x45x30 cm³ using the most accurate 24 plane method with 20 sampling points per plane. The 24 plane plot method measures the largest number of sampling points in the industry and provides accurate values that are not subject to aliasing (which may occur with other plotting methods; the Vrms technique is more representative than the older peak-peak methods).
- The MAGNETOM Espree magnet has the 6th generation of active shielding technology with counter running coil technology, enabling the extreme reduction in magnet length. The magnet has patented External Interference Shielding (E.I.S.). E.I.S. protects against moving external interferences caused by ferromagnetic objects (e.g. elevators, cars) and works continuously (especially also during

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scanning when you need it most) to maintain premium image quality			
-			
The magnetic 0.5 mT fringe field is 2.5 m (8'2") in the radial direction (x, y) and 4.0 m (13'1") in the axial direction (z) for easy siting most often without additional shielding			
-			
The system is equipped with "Zero Helium Boil-Off" technology. During typical, undisturbed clinical operation the boil off rate is 0.0 l/h depending on the sequences used and examination time, and provided the system is serviced in regular intervals. The helium capacity is about 980 liters.			
-			
Low Magnet Weight of: 3800 kg (8377 lbs) , which, in many cases, allows siting on upper floors or older rooms without special floor reinforcement.			
-			
Hybrid Shim System: Active including linear terms (with 3 electric linear shim channels) and second-order (with 5 second-order electric and superconductive shim channels) for precise additional fine-tuning of homogeneity once the patient is inside the system - and Passive shims for maintaining very high homogeneity and excellent image quality over a wide range of applications. Online shimming is performed using 3D shim, a patient and coil specific technique which optimizes the homogeneity for each patient in normally less than 20 seconds.			

MAGNETOM Espree Digital Radio Frequency System:

- The digital signal processing system operates at 63 MHz resonance frequency and utilizes digital filtering, digital quadrature demodulation as well as digital controls for RF amplitude stabilization for superior resolution and image quality
- The RF transmitter incorporates a compact maintenance-free high-performance solid state amplifier with integrated water cooling.
- The receiver operates over a very large 1 MHz bandwidth for outstanding sampling speed and high signal-to-noise ratio. The high bandwidth enables fast imaging techniques including Single Shot EPI.
- The transmit amplitude digitization resolution is 50 ns and the receive amplitude

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		digitization resolution is 100 ns	
-		Dynamic gain control eliminates the need for receiver adjustments, thus saving up to 30 seconds for every study	
-		The system has built-in bandwidth flexibility which compensates for natural magnetic field drift for up to a 5 year period, without the need for adjustments	

MAGNETOM Espree - Table and System controls

Two ergonomically designed tableside control units (one on each side of the front magnet cover) are located at a comfortable level, and control a number of patient table and system functions.

Illuminated control buttons for:

- "Table up/in" and "table out/down" buttons. Horizontal speed can be accelerated with an additional "Speed" button. One button sequentially transitions from the "table up" to the "table in" motion, while the other sequentially transitions from the "table out" to the "table down" motion
- "Table Stop" button
- "Localizer" button activates and deactivates the laser for exact patient positioning light localizer for accurate patient positioning
- "Auto-Center" button. If the laser localizer has been used, the system places the selected location in isocenter. If the laser localizer has not been used, the system centers to the center of the Head matrix coil
- "Home Position" button drives the table all the way out, but not down. Useful for repositioning the patient or at the end of an examination
- "Fan" button controls the ventilation within the patient opening. The fan has 4 settings: off, low, medium, high

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-	"Light" button controls the brightness within the magnet aperture. The light has 4 settings: off, low, medium, high		
-	"Scan Start" button starts a pre-loaded scan. Useful, e.g. for breath-hold, when an operator is inside the examination room		
-	Display of connected coils, fan and lighting levels		

MAGNETOM Espree standard surface coils:

Head Matrix Coil

The Head Matrix Coil is a fully iPAT-compatible no-tune coil. It has a 12-element design with 12 integrated preamplifiers that are arranged in 4 clusters of 3 coil elements each. The Head Matrix Coil can be operated depending on the Matrix Coil Mode as a 4-channel coil (CP Mode), 8-channel coil (Dual Mode) or 12-channel coil (Triple Mode).

The upper coil part is removable for easy patient handling. The lower coil part which may remain on the table for most of the examinations can be used without the upper part. The Head Matrix, Neck Matrix and Spine Matrix coils are smoothly integrated into the patient table, thus enabling high flexibility in imaging and facilitating fewer coil changes and easy handling when switching patients.

The Head Matrix Coil is equipped with two removable cushioned head stabilizers for stable and comfortable patient positioning. A detachable double mirror for increased patient comfort and reduced claustrophobic feeling is included. It attaches to the upper part of the Head Matrix Coil and enables the patient to look outside even when his head is in the center of the magnet. This double mirror design shows all objects in their correct up/down and left/right orientation. It might also be used for visual fMRI studies.

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Qty	Part #	Description	Extended Net Price
		The Head Matrix Coil can be used for applications like head examinations, MR Angiography, combined head/neck examinations (in combination with the Neck Matrix Coil) or for imaging of the TMJ (temporo mandibular joints).	
		A combination with the Neck Matrix and Spine Matrix Coil and the optional Body Matrix coils (up to 4) and PA (Peripheral Angio) Matrix Coil is possible. Additionally, the combination of flexible coils like the CP Flex coils is possible.	
		The dimensions of the Head Matrix Coil are 300 mm x 300 mm x 280 mm (L x W x H), its weight is about 5 kg (11 lbs).	

Neck Matrix Coil

The Neck Matrix Coil is a fully iPAT-compatible no-tune coil. It has a 4-element design with 4 integrated preamplifiers that are arranged in 2 clusters of 2 coil elements each, and can thus be operated as a 2-channel (CP Mode) or 4-channel (Dual Mode, Triple Mode) coil.

The upper coil part is removable for easy patient handling. The lower coil part may remain on the table for most of the examinations. The Head Matrix, Neck Matrix and Spine Matrix coils are smoothly integrated into the patient table, thus enabling high flexibility in imaging and facilitating less coil changes and easy handling when switching patients.

The Neck Matrix Coil through its easy combinability with the Head Matrix and Spine Matrix Coil can be used for applications like neck or cervical spine examinations, imaging of the Larynx/Esophagus and Mediastinum MR Angiography, combined head/neck examinations and thus takes the place of a Neurovascular coil.

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Qty	Part #	Description	Extended Net Price
		Besides the typical combination with the Head Matrix and Spine Matrix Coil also the optional Body Matrix coils (up to 4) and PA (Peripheral Angio) Matrix Coil can be combined for whole body imaging. Additionally, the combination of flexible coils like the CP Flex coils is possible.	

The dimensions of the Neck Matrix Coil are 190 mm x 330 mm x 332 mm (L x W x H), its weight is about 2.6 kg (5.7 lbs).

Spine Matrix Coil

The Spine Matrix Coil is a fully iPAT-compatible no-tune coil. It has a 24-element design with 24 integrated preamplifiers that are arranged in 8 clusters of 3 coil elements each, and is operated as a 8-channel coil (CP Mode), 16-channel coil (Dual Mode) or 24-channel coil (Triple Mode).

The Spine Matrix Coil may remain on the table for almost all examinations. The Head Matrix, Neck Matrix and Spine Matrix coils are smoothly integrated into the patient table, thus enabling high flexibility in imaging and facilitating less coil changes and easy handling when switching patients.

The Spine Matrix Coil can be used for high resolution imaging of the whole spine as well as for various other applications through its perfect combinability with the Head Matrix and Neck Matrix Coil and also the optional Body Matrix coils (up to 4) as well as the PA Matrix Coil (Peripheral Angio Matrix) and all flexible coils (e.g. CP Flex coils).

The dimensions of the Spine Matrix Coil are 1185 mm x 485 mm x 33 mm (L x W x H), its weight is about 11 kg (24 lbs).

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MAGNETOM Espree Computer and Intercom system:

The PC based computer system uses the intuitive syngo MR user interface. The computer and intercom system includes:

- High-performance image processor with dual processor 2 x AMD Opteron CPU generation with 2.6 GHz clock-pulse rate, 8 GB RAM, one hard disk (36 GB) for system software and 4 hard discs for raw data storage (each 36 GB), one CD/DVD-ROM drive
- 1252 recons per second for online Fast Fourier Transformation (FFT) of a 256² matrix full FoV or 8694 recons per second (2562 FFT, 25% recFoV),
- High-performance host computer with 2 x Dual Core Intel Xeon CPU with 2.66 GHz clock-pulse rate, 4 GB RAM, one 73 GB system hard disk, one 73 GB hard disk for the image database, one 73 GB hard disk for about 110,000 images (2562 or 5122 matrix, non-compressed), one CD-R writer for non-compressed image storage (CD approx. 4,000 images 2562, DVD approx. 25,000 images 2562) on CD/DVD-R in DICOM standard (ISO 9660 Level 1) or storage of other data like avi files, CD-ROM or DVD-R drive and Floppy disk drive and electronic mouse. The combination of host computer and image processor offers a truly powerful imaging system designed for large matrix sizes of up to 1024 x 1024. The unrestricted multi-tasking capability allows time-saving parallel scanning and reconstruction.
- High resolution color LCD flat screen monitor 19" with 1280 x 1024 pixel display, integrated gamma correction for optimum display of radiographic grayscale and automatic backlight control for longterm brightness stability,
- Interface for optional separate magneto-optical disk (MOD), 5 1/4", 1.7 GB, read-only

The intercom system includes an ergonomically designed patient communication unit for desktop positioning on the syngo

Acquisition Workplace control board and pneumatic headphones for the patient during examination; the intercom unit controls emergency table stop, volume control of speaker and headphones in examination room, volume control of speaker in

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		control room, response to the patient's activation of the assistance-call button and provides a connection to an external audio system (external audio system is not included in the basic unit) for music playback.	

MAGNETOM Espree *syngo* MR Software:

MAGNETOM Espree runs the *syngo* MR software. *syngo*, the unique software platform for medical applications and integrates all patient related information, physiological and imaging data across the entire clinical workflow. In every workplace *syngo*'s innovative user interface allows the operator to know intuitively what to do. It's intelligent automated features accelerate your examination, enabling smooth, efficient workflow, across modalities, departments and people. Siemens brought intelligence to MR. With Inline technology, Phoenix, Intelligent Coil Control and a variety of other features the system is geared for optimal high throughput, high resolution scans with excellent image quality.

- *syngo* based, graphical user interface offers optimized clinical workflow. Parallel working and one-click exams are supported efficiently.
- Parallel scanning and reconstruction are standard. Images can be loaded and used for graphical slice planning during reconstruction
- Task card approach enables structured workflow with multiple patients by easy image exchange between tasks,
- In addition to the three segments of graphical slice positioning the interface shows small reference views from other series. The drag&drop functionality is fully supported. As soon as images are reconstructed they can be used for slice positioning. Images can be automatically loaded into the User Interface and displayed in Movie mode (Inline Movie)
- Prepared exam-oriented scan programs can be customized to fit clinical requirement in daily routine, and stored in a hierarchical structure

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- The unique Phoenix technique is the easiest way to exchange protocol data. It supports intelligent extraction of sequence parameters from images acquired on a MAGNETOM Espree system
- Software-controlled patient table movement by soft buttons or automatically within the scan protocols. Almost all table control functions, including ventilation and illumination of the magnet bore can be controlled from the operator console.
- With scan@center the table automatically moves into the magnet's isocenter for measurement. This allows for excellent image quality, especially with fat saturation.
- Automatic voice commands, e.g. for breath-hold examinations
- The context-sensitive "Online Help" function and the syngo Scan Assistant offer support and propose solutions to MR specific questions and parameter conflicts,
- Intelligent Coil Control supports and automates the use and administration of receiving coils:
 - detection of position of the fixed-position and flexible-position receiving coils
 - graphic display of the receiving coil position within the images that are used for slice planning.
 - graphic selection of receiving coils directly from the syngo user interface
 - Automatic Coil Select: coils in the field of view are selected automatically.
- Processing instead of post-processing by the Siemens-unique Inline Technology. Image data is processed on-the-fly, e.g. for calculation of subtraction, MIP, standard deviation, wash-in and wash-out maps etc.
- 1D/2D PACE (Prospective Acquisition CorREction) – the motion correction for breath-hold examinations and free breathing.
- iPAT (integrated Parallel Acquisition Techniques) further increase the acquisition speed compared with conventional standard scan techniques. iPAT is fully compatible with the MAGNETOM Espree surface coils. Due to the Matrix coil technology iPAT gives highest flexibility even for large scan ranges. The Tim Assistant helps to make Parallel Imaging easier by automatically recommending the appropriate PAT factor for the selected application. Tim Assistant always knows the

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		selected coil elements and the MR protocol, ensuring the optimal iPAT configuration for each application. The required calibration data are gained in a time-saving way during measurement (Auto Calibration). For PAT averages to suppress motion artifacts, self-calibration is used without loss of time. The iPAT image reconstruction is performed by high-performance computer hardware and the optimized GRAPPA algorithm in extremely short time.	
-		The Image Viewing Card allows simultaneous management, viewing and processing of up to three patients or comparisons of different studies or patients.	
-		Dynamic Analysis evaluation software allows the calculation of functions such as addition/subtraction, division/multiplication, ADC maps, T1 and T2, z-Score (t-Test), Time-to-Peak maps (TTP) and standard deviation.	
-		Mean Curve can be used to evaluate dynamic examinations, e.g. employing contrast media.	
-		The 3D Post-Processing Card includes the basic functionalities for manual MPR, MIP, MinIP and SSD image reconstructions (Multiplanar Reconstruction, Maximum Intensity Projection, Minimum Intensity Projection and Shaded Surface Display).	
-		Efficient filming is possible directly from the different Task Cards and can be controlled by minimum user interaction. There is a wide range of different film layouts with regular and irregular formats. The Mother and Child function allows to display the position of the measured slice in a scout showing a small image in the upper right-hand or the lower left-hand corner of the larger image (image within an image).	
-		With the Patient Browser the images can be freely positioned on the film via drag&drop. Pan&zoom and windowing of images on the film sheet is also possible. (Camera is not included)	
-		Supports storing of a viewing tool (DICOM Viewer) together with images on a DICOM CD to be handed out to the patient.	
-		Argus viewer can be used to display cine studies. The Argus Viewer allows users to load a large list of dynamic data sets and view it comfortably. This is a feature that greatly reduces the reading and review time for cardiac MR studies.	
-		Additionally, integrated 8on1 movie provides efficient review of data.	

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-		AVI creation of movie loops (up to 4on1) is possible. Studies can be easily networked and managed using the standard DICOM 3.0 protocol for efficient support of workflow. The following standard functions are supported: send/receive, query/retrieve, basic print for DICOM-compatible laser cameras (camera is not included in the basic unit), DICOM Worklist, DICOM Storage Commitment (SC); as a separate option the DICOM MPPS (Modality Performed Procedure Steps) functionality is offered for efficient organization of workflow within HIS/RIS systems.	

1 14405343 I-class #Tim

I-class is the new generation of Tim-based MRI scanners, which enables innovative applications and workflow efficiency. I-class package comprises: 3D Distortion Correction, MPPS, ImageFilter SWPhoenixZIPDICOM Study Split

I-class with the new syngo 64 bit SW architecture allows running new and faster applications. With I-class you can access a broad variety of new applications covering all your needs, from clinical routine to high end.

I-class systems support your workflow at the MR scanner. With intelligent functionalities that allows the communication of information from the MR to RIS systems.

The I-class package consists in detail of the following components:

- Offline 3D distortion correction filter for high spatial accuracy e.g. for neuro intra-operative imaging, stereotactic planning or radio therapy planning.
- DICOM MPPS (Modality Performed Procedure Steps) for efficient organization of workflow within HIS/RIS systems. MPPS allows to communicate examination data from the MR system to an information system (e.g. RIS system) and to provide data for billing, documentation and planning purposes to the information system.
- Image filter software for adaptive filtration of MR images. The image filter has three

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		levels that can be changed individually using the smoothing and edge enhancement parameters. The images can be filtered inline or offline, as a result of the inline filtration the filtered and unfiltered image will be displayed directly after measurement. With offline filtration, individual or multiple images or series can be filtered. Filtration will be performed in the background.	
		<ul style="list-style-type: none">- PhoenixZIP (delivery with SW syngo MR B15) enables easy transfer of complete scan programs. Apart from protocol data of the measured protocols, PhoenixZIP also includes their links to each other. So with PhoenixZIP it is possible to precisely reproduce programs measured once and repeated examinations are efficiently facilitated.- DICOM Study Split (delivery with SW syngo MR B15) enables the distribution of an examination to different studies directly at the MR scanner. With this functionality, different requirements e.g. for different anatomies, can be measured time-efficiently in one examination and then stored in different studies for reporting.	

1 14401432 Tim [32x8] Z-engine #Es

Tim [32x8] Z-engine performance level[32x8] is Total imaging matrix with 32 seamlessly integrated coil elements, combinable to 8 RF channels. It is the leading technology for clinical routine. Tim [32x8] has flexibility in Parallel Imaging. PAT factors up to 4 (one direction) or 9 (in two directions, with optional iPAT Extensions) help speed acquisitions. Maximum SNR is ensured through the new matrix coil technology.engine Gradient SystemZ-engine is designed combining high performance while minimizing acoustic noise.

Tim [32x8] performance level has

- Up to 32 simultaneously connected coil elements which can be seamlessly integrated into one examination
- 8 independent RF channels (Analog/Digital Converters, ADCs)

Combinations of receiving coils with up to 32 CP coil elements (or up to 76 LP coil elements) in total can be connected simultaneously. They can be seamlessly

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integrated into the examination without repositioning the patient or even changing a single coil. Up to 8 coil elements can be used simultaneously within one scan.

The multi-element **Matrix coil technology** is an essential part supplementing **Total imaging matrix**. The numerous Matrix Coil elements enable advanced iPAT capabilities. Full iPAT applied throughout the large FoV without patient repositioning or changing the coil setup improves throughput. Multi-directional, i.e. three dimensional, high-speed, high-resolution iPAT in the head-feet, anterior-posterior or left-right directions benefit from the multiple coils and Matrix Coil Modes. The user selectable Matrix Coil Modes (CP, Dual and Triple Mode) enable a flexible operation of the Matrix Coils depending on the application profile.

iPAT with acceleration factors up to 4 (one direction) or 9 (in two directions with iPAT², optional) help to speed up acquisitions. The easy-to-use Tim Assistant provides optimized iPAT settings.

Z-engine Gradient System

Siemens Z-engine are actively shielded, water cooled world-class gradients. The design incorporates acoustic noise reduction measures without compromising gradient performance.

The Z-engine gradients have

- Maximum gradient amplitude of 33 mT/m, per axis, i.e. 57 mT/m vector summation gradient performance,
- Max. slew rate 100 T/m/s per axis, i.e. 173 T/m/s vector summation,
- Minimal rise time 330 μ s, from 0 to 33 mT/m amplitude
- Max. output voltage for each of the gradient axes 1200 V
- Max. output current for each of the gradient axes 625 A
- Separate cooling channels that simultaneously cool primary and secondary coils allow the application of extremely gradient intensive techniques in a new class of

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<p>performance.</p>			
-		100% duty cycle for fast and demanding techniques such as ultr a-short TE MRA in continuos operation, thin slice single breath-hold liver studies and EPI imaging techniques (all optional in appropriate clinical packages).	
-		Variable Field-of-View selection from 0.5 cm to 45 cm for optimum coverage and highest resolution in diagnostics. The minimum slice thickness in 2D and 3D is 0.1 mm and 0.05 mm, respectively.	
-		Acquisition of sagittal, transverse, coronal, oblique and double oblique slices with highest resolution.	
-		The extremely compact water-cooled gradient amplifier features a modular expandable design with excellent linearity and pulse reproducibility. It is digitally controlled and has very low switching losses due to ultrafast solid state technology .	
1	14401433	Label Tim [32x8] #Es	
		Label on the front cover displaying the Tim level of the system.	
		The label displays:	
		MAGNETOM Espree	
		Tim [32x8]	

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1	08464872	PC Keyboard US english #Av Standard PC keyboard with 101 keys. The keys of the numerical key panel are assigned to syngo-specific functions and labeled with the corresponding syngo icons. The keyboard supports the country specific special characters.	
1	14401434	Cover Satin White #Es The color of the main face plate cover with integrated control panel and table display is Translucent Teal. The table elevator cover and adjoining upper left cover are presented in an optically appealing Satin White design. This unique color selection enhances the visual appeal of the new system design from MAGNETOM Espree, thereby creating an enticing, patient-friendly impression. The control panel and table display have been neatly integrated into this main face plate. These aesthetically pleasing controls are also well illuminated for easy visual recognition. In particular, the table elevator cover and the adjoining asymmetric upper left cover have also been designed to promote a modern visual appearance. This combination of ingenuity and practical design as presented in Satin White color simply makes MAGNETOM Espree an overall visually appealing system.	
1	14401451	Standard Patient Matrix Table #Es The patient table is mounted directly to the magnet assembly. The table can support up to 200 kg (440 lbs) patients with unrestricted vertical and horizontal movement. The patient table is mounted directly to the magnet assembly. The table can support up to 250 kg (550 lbs) patients with unrestricted vertical and horizontal movement.	

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The cantilevered table design gives the system a light and unimposing appearance while providing unobstructed foot space for attending staff and better access to the patient.

The patient table can be lowered to a minimum height of 47 cm (18.5") from the floor, for easier patient positioning and better accessibility for geriatric or pediatric patients. The tabletop travels beyond the rear end of the system, enabling additional patient access.

For a seamless integration of multiple surface coils 10 coil connector slots are embedded in the table.

1 14407343 CP Flex Coil Package #Tim

The CP Flex Coil Kit offers a set of flexible coils which enables easy and quick examinations of a large variety of different anatomies. following items are included: CP Flex coil, large - Wrap-around coil made of soft and flexible material - For applications such as imaging of large regions, e.g. medium to large shoulders, hip and knee CP Flex coil, small - Wrap-around coil made of soft and flexible material - For applications such as imaging of small regions, e.g. small to medium shoulders, wrist, elbow and ankle Flex Coil Interface - For connection of e.g. the large or small CP Flex coil

CP Flex Coil, large

Light-weight, wrap-around coil made of soft and flexible material. Circularly Polarized iPAT-compatible no-tune receive coil for examinations of the upper and lower extremities (e.g. medium to large shoulder, hip or knee) or of the abdominal regions.

The coil can be wound around or placed flat on top of the area of interest. This rectangular coil measures approx. 21 cm x 52 cm and connects to the Flex Coil Interface. The optional comfort kit enhances positioning flexibility and helps minimize involuntary patient motion artifacts.

CP Flex Coil, small

Light-weight, wrap-around coil made of soft and flexible material. Circularly Polarized

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130 Division St
Derby, CT 06418-1326

PROPOSAL REFERENCE

Proposal: 1-9N8JQU Date: 8/15/2007

RELEVANT Items for Quote #1-9NAUQS Revision 1 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
		iPAT-compatible no-tune receive coil for examinations of the upper and lower extremities (e.g. small to medium shoulder, wrist, elbow or ankle). The coil can be wound around or placed flat on top of the area of interest. This rectangular coil measures approx. 17 cm x 36 cm and connects to the Flex Coil Interface. The optional comfort kit enhances positioning flexibility and helps minimize involuntary patient motion artifacts.	

Flex Coil Interface

Interface with integrated preamplifiers for the connection of the following coils:

- CP Flex Coil, large
- CP Flex Coil, small
- Loop Flex Coil, large (optional)
- Loop Flex Coil, small (optional)
- Endorectal Coil (optional)

The interface is not permanently mounted and therefore allows free positioning of the flexible coils as required by the examination procedure.

The CP Flex Coils can also be combined with a large variety of further coils, e.g.:

- All Matrix coils
- All flexible coils
- CP Head Array coil
- Endorectal Coil

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RELEVANT Items for Quote #1-9NAUQS Revision 1 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	08464989	PMU Bluetooth Physio Control #Av Physiological Measurement Unit (PMU) - Wireless Physio Control for wireless triggering, synchronizes the measurement with the physiological cycles of cardiac and/or respiratory motion. Wireless technology for all sensors allows fast and easy patient set-up and comfort, and robust cardiac or respiratory signal transmission as it eliminates the need to attach cables to the patient. Wireless Physio Control contains wireless VCG, respiration and pulse sensors and a charging station as all sensors are powered by rechargeable batteries. The physiologic signals are displayed on the console monitor. They can also be displayed on the optional exam room PMU display. - Cable free signal transmission allows robust triggering and high patient comfort especially in cardiac imaging. - Wireless VCG acquires ECG signal from two projection directions, for easy identification of the R-wave with superior gradient interference suppression via digital signal processing. - 30 ECG - disposable electrodes are provided - Wireless red-light pulse sensor for peripheral pulse signal - Wireless pneumatic cushion to be placed on the chest or abdomen (for respiratory triggering) - Signals can be transmitted to an external MRI compatible patient monitoring system (Option) via a respective receiver interface in the patient monitoring system - Wireless Physiological Signal Display - ECG (2 channels I and / or aVF)	

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Qty	Part #	Description	Extended Net Price
		<ul style="list-style-type: none">- Pulse- Respiration- External Trigger Input Display	

1 14405224 Composing syngo #Tim

This application provides dedicated evaluation software for creating full-format images from overlapping MR volume data sets and MIPs (starting from syngo MR B13) acquired at multiple stages.

The option features:

- Display and storage of full-format images, e.g. of the spine, the central nervous system or the vessel tree (starting from syngo MR B13), combined from multiple overlapping stages.
- Dedicated composing algorithms, optimized for the generation of anatomical or angiographic (starting from syngo MR B13) full-format images.
- Data sets with different FoV, resolution, matrix and slice thickness can be combined (starting from syngo MR B13).
- Generation of full-format images from inline MIPs (starting from syngo MR B13).
- Original, detail and reconstructed images can be displayed in different layouts.
- Comparison of two reconstructed images for evaluation and diagnosis is thus made possible.
- Filming in different layouts is supported.
- Measurements of basic functions via reconstructed images is then possible.
- Measurements of extended orthopedic functions:

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

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Qty	Part #	Description	Extended Net Price
		scoliotic angle, kyphotic angle, vertical distance measurement and differences in width of the intervertebral spaces.	

Prerequisite: SW syngo MR B13.

1 07820074 **Inline Diffusion #Av**

Automatic real-time calculation of trace-weighted images and ADC maps with Inline technology to single-shot diffusion-weighted EPI.

Inline Technology – Processing Instead of Post-processing.

Inline Technology helps to streamline the clinical workflow by automating post-processing steps before image viewing. This facilitates getting clinical results immediately. This package integrates Inline technology with diffusion imaging. Automatic real-time calculation of trace-weighted images and ADC maps with Inline technology is possible.

An optimized EPI sequence for diffusion imaging is included in the standard Tim Application Suite. In this package there are additionally special 1- and 3-scan Trace EPI with strong diffusion weighting and short echo times with integrated post-processing for an ADC-Map and trace-weighted images.

1 08464815 **Body Matrix Coil #Av**

The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. Body Matrix Coil features: 6-element design with 6 integrated preamplifiers, with 2 clusters of 3 elements each. Operated depending on the Matrix Coil Mode as a 2-channel coil (CP Mode), 4-channel coil (Dual Mode) or 6-channel coil (Triple Mode). Operates in an integrated fashion with the Spine Matrix coil (2 rings of 6 elements each = 12-element design). Can

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Qty	Part #	Description	Extended Net Price
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be combined with further Body Matrix coils for larger coverage
No coil tuningiPAT-compatible:Thorax
(incl. heart)AbdomenPelvisHip be combined with:Head Matrix coilNeck Matrix coilSpine Matrix
coilAdditional Body Matrix coils (typically 2-3 in total) for additional anatomical coveragePA Matrix
coil (Peripheral Angio Matrix; optional)All flexible coils (e.g. CP Flex coil, small, CP Flex coil,
large)CP Head Array coilEndorectal coils

The Body Matrix Coil has a 6-element design with 6 integrated preamplifiers that are
arranged in 2 clusters of 3 coil elements each. Depending on the user selectable M atrix Coil
Mode it is operated as a 2-channel coil (CP Mode), 4-channel coil (Dual Mode) or 6-channel
coil (Triple Mode). The Body Matrix Coil will be typically used together with the Spine Matrix
Coil with which it operates in an integrated fashion as 12-element design, creating 2 rings of
6 elements each.

No tuning of the fully iPAT-compatible Body Matrix Coil is necessary.

For examinations where larger anatomical coverage is required, several Body Matrix Coils
can be used simultaneously. Up to 4 Body Matrix Coils can be used simultaneously, typically
2-3 will be used for coverage of the entire abdomen or in the case of large patients.

The Body Matrix Coil is typically used in combination with the Spine Matrix Coil for
examinations of the thorax, abdomen, pelvis or hip. The Body Matrix Coil can also be used
for cardiac applications. Through its perfect combinability with the Spine Matrix Coil, further
Body Matrix Coils, the optional PA Matrix Coil (Peripheral Angio Matrix), but also the Head
Matrix and Neck Matrix Coil as well as all flexible coils (e.g. CP Flex coils, Endorectal coils)
it contributes for all large-Field-of-View applications including whole- body imaging.

The dimensions of the Body Matrix Coil are 322 mm x 520 mm x 4 0 mm (L x W x H). Its
weight is about 2 kg (4.5 lbs), whereas the patient feels as little weight as 950 g (2 lbs).

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Qty	Part #	Description	Extended Net Price
1	14405244	Shoulder Array Coil #Es This iPAT compatible coil for examinations of the left or right shoulder consists of a base plate and two receive array coil attachments available in different sizes, these will be attached and can be relocated on the basis plate. The iPAT compatible receive shoulder array coil is adapted to the shape of the shoulder. To obtain maximum image quality for different body shapes two different sized coil tops are included. <ul style="list-style-type: none">- 165 mm (6.5 in) diameter for small and medium sized shoulders- 200 mm (7.9 in) diameter for large shoulders The coil top can be used either for left or right shoulders. It features slideable attachment to the base plate and can easily be adjusted for comfortable positioning. The coil excels in highest resolution imaging with exceptional signal/noise ratio.	
1	08464948	CP Extremity Coil #Av Circularly Polarized no-tune transmit/receive coil for joint examinations in the region of the lower extremities. The coil is placed on a laterally movable holder and is capable to allow off-center scanning with comfortable positioning of the other leg and has special fixation aids with automatic inflation. The coil may be placed on top of the Spine Matrix Coil. The upper part of the coil can be removed for easy patient positioning and has an opening for examinations of the ankle. Because of the circular polarization this coil is suited for highest resolution imaging with excellent signal/noise ratio. The integrated transmit functionality allows volume selective excitation with significantly	

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Qty	Part #	Description	Extended Net Price
		reduced RF-power, and avoids the occurrence of aliasing artifacts (e.g. from the other knee).	
		The inner diameter of the CP Extremity Coil is: 195 mm (min.)	

MR Console Tables and Containers

1 07275907 Console Desk Syngo 1.2m #MR

Table suited for MR Main Console MRC and MR Satellite Console. MRSC based on syngo Hardware especially designed in friendly tones that match the Siemens MAGNETOM and SOMATOM color schemes.

- * Width 120 cm
- * Depth 80 cm
- * Height 71 cm (adjustable by 3 cm)

1 07090207 Computer Housing Syngo #MR

45 cm wide extra case for the syngo host computer with sliding front door to allow change of storage media (CD-R,CD-ROM).

Especially designed in friendly tones that match the Siemens MAGNETOM and SOMATOM color schemes.

Height 71 cm suited to the MRC and MRSC console table, for installation in the

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Qty	Part #	Description	Extended Net Price
		operator room either directly to the left or right of the MRC or MRSC operator table or separately. * Width 45 cm * Depth 80 cm * Height 71 cm (adjustable by 3 cm)	
1	14401443	Cable Set syngo 11/9 #Es Cable length inside the cabin 11 m, cable length outside the cabin 9 m. Ethernet Twisted Pair Adapter and 10 m cable.	
1	14401476	Venting kit air freight Overpressure valve as a transport safety device for cold delivery of the magnet by air (designed for air pressure conditions below atmospheric during transport by plane).	
1	05672105	Helium Fill 30/60 H,S,SON Helium Fill from 30% to 70% for cold delivery ex works.	
1	08465481	Chiller, 60 Hz #Av The KKT KCC 215 is a dedicated MAGNETOM Avanto and Espree 20°C chiller. chiller has to be used in combination with the IFP (Interface Panel). This applies if no chilled water supply is available at all on-site. IFP is included in delivery. Chiller KKT KCC 215	

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Qty	Part #	Description	Extended Net Price
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Function:

Delivering dedicated primary chilled water in cases where no chilled water supply is available on site.

Air-cooled version, for outdoor installation up to a maximum distance of 25m for connection to the IFP/ACC.

The cooling capacity of the chiller is 60 kW, the chilled water temperature is 20°C, the water flow is 130 l/min.

The soft start option has to be ordered if the chiller is used in combination with an UPS system.

Ambient operation temperature: -20 degrees C through +48 degrees C

Connection value: 48 kVA

Voltage: 480 V / 60 Hz

Fuse rate: 63 A

Power consumption: 58.5 A

Dimension: 1830 mm x 3060 mm x 960 mm (height x width x depth).

Weight: 1150 kg

Noise level in 10.0 m distance at outside temperatures of:

21°C 50 dB(A)

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Qty	Part #	Description	Extended Net Price
	32°C 55 dB(A)		
	48°C 61 dB(A)		
	IFP (Interface Panel)		

Main functions of the IFP:

Interface function between the KK T chiller and the ACC cabinet.

Water supply for the cold head compressor, which is connected directly to the IFP.

Additional devices like built in flow meters, pressure gages and a strainer are to guarantee a precise function of the cooling water circuit, especially for the cold head compressor.

The connection has to be established locally with 2" pipes. Two 5m hoses (forward and return) to connect the IFP to the ACC are part of the delivery volume.

Dimension: 800 mm x 1050 mm x 200 mm (height x width x depth).

Weight: 40 kg

Purchase price does not include the piping and installation of the water chiller; this is

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Qty	Part #	Description	Extended Net Price
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responsibility of the customer. The Warranty Service Provider will perform the waterchiller start up, on behalf of the manufacturer KKT Kraus, upon completion of the initial waterchiller piping and installation by the customer.

1 08857828 **UPS Cable #Avanto, Espree**

Power cable for the UPS-system UPS Powerware PW 9125-3000i (8857810) at the ACC of the MAGNETOM Avanto and Espree for backing up the computer.cable length 9 m.

Power cable to connect the 3 KVA Powerware 9125 small UPS system

(pn PWR9125H3000) to the ACC cabinet of the MAGNETOM Avanto/ Espree/ Tim Trio for backing up the host computer and imager.

Configuration includes connection box.

The standard cable length is 9 m.

MAGNETOM Espree - Local

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Qty	Part #	Description	Extended Net Price
1	MR_STD_RIG_INST	MR Standard Rigging and Installation	
MR Standard Rigging and Installation			

This quotation includes standard rigging and installation of your new MAGNETOM system

Standard rigging into a room on ground floor level of the building during standard working hours (Mon. – Fri./ 8 a.m. to 5 p.m.)

It remains the responsibility of the Customer to prepare the room in accordance with the SIEMENS planning documents

Any rigging requiring a crane over 80 tons and/or special site requirements (e.g. removal of existing systems, etc.) is an incremental cost and the responsibility of the Customer.

All other "out of scope" charges (not covered by the standard rigging and installation) will be identified during the site assessment and remain the responsibility of the Customer.

1 4MR5142869 Armrest #MR

An MR-compatible arm rest that supports the patient's arm on the magnet patient table when starting intravenous lines. The board is removed after the IV is inserted.

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This product has been tested and verified for compatibility with the following Siemens' products: MAGNETOM Trio, Espree, Avanto and Symphony. Compatibility with other products cannot be assured and may void service contracts and/or system warranties.

1 **MR_APPLS_5_3** **MR Application Training**

On-Site - Thirty two (32) hours (not including travel time) of on-site imaging of volunteers (scheduled by the customer) using standard clinical scanning protocols, to familiarize technologists (select up to 2 for training) with the operation of the system within the clinical routine. Also during this week advanced applications such as car diac imaging, MRA, and Turbo sequences will be discussed.

Follow-up - Twenty-Four (24) hours (not including travel time) general, on-site follow-up applications visit to address open questions and assist in optimizing workflow

Hotline - Supported by Siemens Applications specialists from 8:00 am to 9:00 pm Eastern time, provides quick response to your critical applications questions including those about sequence parameters, patient positioning, artifact reduction, and post-processing, etc for the warranty period.

1 **MR_TRAIN_NOTE** **Training Timeframe Special Note**

All Clinical Education, Training and/or Travel packages included in this quote are non-refundable. All Clinical Education, Training and/or Travel included in this quote must be completed within twenty-four (24) months of product installation and/or system upgrade.

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Qty	Part #	Description	Extended Net Price
1	CHILINST_AVT	Chiller Start-up and Warranty for TIM	
		Start up and initial set up service performed by the chiller manufacturer or designated service representative. This service does not include the piping and other prerequisite siting, of the waterchiller, which are the responsibility of the customer.	
		12 months warranty and performed by the chiller manufacturer.	
1	MR_SYNGO	Basic syngo training (2 tech)	
		Training for two (2) technologists to attend Siemens-sponsored four (4) day course introducing the user interface of the common syngo platform and instructions on building protocols. A minimum of one (1) technologist is required to participate prior to on-site Application Training. Software functions are demonstrated in class and in hands-on laboratory sessions. Includes registration, tuition, lunch, and course materials. *	

*NOTE: Expenses for travel, lodging, other meals and other expenses are not included and are the responsibility of the attendee.

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Qty	Part #	Description	Extended Net Price
2	MR_TRAVEL_PKG1	Travel pckg.f.1attend.to a SMS train.Ctr	
1	SS424	MRI Safety Stop Sign	

Expenses are covered for (1) attendee for; one economy airfare and up to 4 nights lodging at a Siemens designated hotel. All travel must be arranged through a Siemens designated travel agency. Lunch will be provided daily. Transportation, breakfast and dinner are the responsibility of the attendee. This travel package is for travel to/from a Siemens sponsored training center only (Cary, NC; Hoffman Estates, IL; Salt Lake City, Utah). It does not cover travel to clinical sites

1 SS424 MRI Safety Stop Sign

The Safety Stop sign was created to prevent accidental entry and/or equipment entry into the MRI field that could cause potential damage and injury. The Safety Stop stop sign installs in the door jam as a final barrier to the MRI field. The sign swings in an *in and out* fashion, and always swings back to a closed position. The Safety Stop stop sign fits a standard 48" door opening and is made of acrylic. The Safety Stop stop sign can be customized to fit most door sizes and is available in Spanish and English.

* Note: Door includes metal hinges

Quote #1-9NAUQS Extended Total: \$2,154,591

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Qty	Part #	Description	Extended Net Price
1	M3SSMREPICBC	Medrad Spectris Solaris EP Injector iCBC	\$55,646

Siemens Preferred Supplier

For MAGNETOM Trio, Espree, Symphony, Concerto, Sonata and Avanto systems only

THE INJECTOR NEEDS TO BE POSITIONED NO CLOSER THAN 18 INCHES FROM THE BORE ENTRANCE

The iCBC must be installed at a safe distance of 6 Feet from the magnet

Not configurable for mobile ready usage

Includes installation, applications and 1 year warranty through
MEDRAD

The MEDRAD Spectris Solaris® EP MR injection system offers Enhanced Performance capabilities designed for use with scanners up to and including 3T. Includes enhanced battery performance, all while maintaining the same features and benefits of the original Spectris Solaris MR Injection System.

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Qty	Part #	Description	Extended Net Price
		3T compatibility. 8 hr battery with increased injections per fully charge battery. Six user-programmable phases for added programming flexibility. Keep-Vein-Open (KVO)-Function maintains line patency. Injector head has dual syringe capability for contrast media and saline. Syringes can be filled simultaneously. Storage for up to 32 protocols with up to 6 phases each. Battery operated. Disposable syringe set SSQK 65/115vs. Data sheet and detailed list of included parts available upon request.	

Control room unit:

Dimensions (H x W): 1327 mm x 489 mm x 546 mm

Dimensions (H x W): 1327 mm x 489 mm x 546 mm

The Integrated Continuous Battery Charger (iCBC)

Convenient design maximizes operator efficiency by not having to change the battery. Easily switch between battery power and iCBC in seconds for added power flexibility. Flexible installation options of either in- room or out-of-room for added convenience.

This product has been tested and verified for compatibility with the following Siemens' products: MAGNETOM Trio, Espree, Avanto and Symphony. Compatibility with other products cannot be guaranteed and used w/any other products may void service contracts and/or system warranties.

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Qty	Part #	Description	Extended Net Price
1	PWR9390UP120	Powerware 9390 120KVA UPS	\$36,500

The Powerware 9390 is an output scalable, double-c onversion UPS sold through Eaton/Powerware. It is designed and tested to help resolve utility power problems and supplies clean, continuous, uninterruptible power to the MAGNETOM MRI system. This unit is configured at 120 kVA to accommodate the recommended capacity found in the Siemens Planning Guide to support the MAGNETOM Allegra, MAGNETOM Espre and MAGNETOM Sonata systems.

The Battery module provided with this system is designed to sustain the MRI system for approximately 13 minutes at 120 kVA (108 kW).

NOTE:

This UPS configuration can support the MRI system ONLY, excluding the waterchiller unit. Incase of power outage back up power for the waterchiller will have to be provided separately.

Please make certain your local electrical contractor addresses this situation.

Standard system specifications:

UPS:

Dimensions: W 36 in x D 32 in x H 74 in

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Weight: 950 lbs

Battery cabinet: (type: IBC-L)

Dimensions: W 43 in x D 32 in x H 74 in

Weight: 3,245 lbs. System rating: 120 kVA / 108 kW

Input Voltage: 480 Volts, 3 phase (3 wire + ground), 60 Hz

Input voltage range: + 10% - 15%

Power Factor: 0.99 (minimum)

Output Voltage: 480 Volts, 3 phase (3 wire + ground), 60 Hz

Output Voltage regulation: +/- 1%

Load Power factor range: 0.9 lagging to 0.9 leading

Audible Noise Level: less than 65 dBA @ 1 meter

Altitude (max): 2000 meters at 40 degrees C

Operating temperature: 0-40 degrees C

Relative Humidity: 95%, non-condensing

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Qty	Part #	Description	Extended Net Price
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Option- Isolation Transformer: (*pn PWR9390/ISO90*)

Dimensions: W 12 in x D 32 in x H 74 in

Weight: 1100 lbs.

Can be purchased separately, see your local sales rep for details.

Control Panel (LCD screen)

UL 1778 /cUL approved and listed

Warranty and Service:

Features one-year limited factory warranty (parts and labor).

Service protection package includes startup service, UPS performance check, one year of battery replacement labor coverage, and one year of Web remote monitoring of both the UPS and batteries.

Optional service plans are available at additional cost.

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Qty	Part #	Description	Extended Net Price
1	07820058	iPAT Extensions #Av iPAT Extensions (integrated Parallel Acquisition Techniques): allows iPAT in 2 directions simultaneously (phase encoding direction and 3D direction for 3D sequences). By applying PAT in 2 directions simultaneously, the effective PAT factor can be maximized, and PAT applications are extended. Typical clinical applications are MR Angiography or ultrafast isotropic T1-weighted 3D imaging of the head.	\$25,000
1	14402526	BLADE #Tim Motion insensitive multi-shot Turbo Spin Echo (TSE) sequence with inter-shot motion correction for in-plane motion in all body regions. Motion insensitive multi shot Turbo Spin Echo (TSE) sequence with inter-shot motion correction for in-plane head motion BLADE supports T2-weighted, dark fluid and STIR contrast imaging as well as inversion recovery T1 weighted imaging. To support imaging of agitated patients a 2D (in-plane) motion correction is performed during the scan after every echo train. Resulting from this, image motion artifacts resulting from patient motion during imaging are greatly reduced. Complete protocols for brain studies in agitated patients are provided including all clinical contrasts and orientations. With BLADE the clinical work up of non sedated children and of deranged patients e.g. suffering from cerebral stroke or Alzheimers disease becomes feasible with uncompromised image quality. o Prerequisite: Software Syngo MR 2006A	\$50,000

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Proposal: 1-9N8JQU Date: 8/15/2007

OPTIONAL Items for Quote #1-9NAUQS Revision 1 (Not Included in Contract Total)

Qty	Part #	Description	Extended Net Price
NOTE: The availability and delivery of the listed prerequisites cannot be a contingency for acceptance or to withhold any payments of the MR system.			
1	14402469	Breast Biopsy Software #Es	\$1
		This syngo based post-processing software helps finding the coordinates for needle insertion for biopsy or localization of breast lesions visualized by MR. This easy to use software allows calculation of the coordinates after clicking the center of the lesion and the 0 marker of the breast biopsy device.	
1	07365500	Breast Biopsy HW syngo # H/S/Son	\$67,000

The breast biopsy device consists of the following parts:

- Compression device (to stabilize the breast with compression during biopsy)
- Compression plates with lamellas perpendicular to the plate
- Compression plates with tilted lamellas
- Markers for both compression plates (used for localization)
- Spacer (can be used to spread the bars of the compression plates)
- Aiming device
- Needle holder
- Holder for biopsy gun

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OPTIONAL Items for Quote #1-9NAUQS Revision 1 (Not Included in Contract Total)

Qty	Part #	Description	Extended Net Price
<ul style="list-style-type: none">- Pads and cushions necessary to properly position the patient and the breast during the procedure.			
		Coordinate calculation is performed automatically with Breast Biopsy Software. (Art. Nr. 7365518)	
1	08464823	PA Matrix Coil #Av	\$45,000

The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. PA Matrix Coil features:16-element design with 16 integrated preamplifiers, in 8 CP pairs, i. e. 4 levels with 2 CP elements eachOperates in an integrated fashion with the Body Matrix Coils and Spine Matrix Coil and for Whole-Body examinations also with the Head and Neck Matrix Coil (for Whole-Body examinations the optional Tim Whole Body Suite is required)Can be utilized Head and Feet FirstBoth legs are independently covered with coil elements, maximizing the coil filling factor and the signal-to-noise ratioNo coil tuningIncludes special non-ferromagnetic coil cart for safe, user-friendly storage!PAT-compatible:High-resolution angiography of both legs incl. pelvis with highest signal-to-noise ratioVisualization of the iliac arteries and aortab combined with:Head Matrix CoilNeck Matrix CoilSpine Matrix CoilBody Matrix Coils (up to 3)All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large)

The PA Matrix Coil has a 16-element design with 16 integrated preamplifiers that are arranged in 8 CP pairs, i.e. 4 levels with 2 CP elements each, and is operated as a 8-channel coil.

A uniquely designed non-ferromagnetic coil cart for safe coil storage is included. The PA Matrix Coil is also shipped with a set of positioning cushions for proper handling.

No tuning of the fully iPAT-compatible PA Matrix Coil is necessary.

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Qty	Part #	Description	Extended Net Price
With a length of about 1 m both legs are covered from the iliac artery level down to the foot arch vessels using multiple, flexible wings. For the visualization of the abdominal aorta and the iliac bifurcation it can be combined with the Body Matrix Coil.			
Besides the typical combination with the Body Matrix and Spine Matrix Coil, but also the Head Matrix and Neck Matrix Coil as well as all flexible coils (e.g. CP Flex coils, Endorectal coils) it contributes for all large-Field-of-View applications including whole- body imaging. For peripheral Angiography the PA Matrix coil will be typically used in feet-first position, but also head-first positioning for whole-body examinations is possible (optional Tim Whole Body Suite required).			
1	14405255	Breast Matrix Coil #Tim	\$40,000
Multi-element matrix coils are an important component of Tim technology (Total imaging matrix). Matrix coils include several receiver coil elements that can be flexibly switched in groups. Each individual receiver coil element is equipped with its own low-noise preamplifier in order to maximize the signal-to-noise ratio. features of the breast matrix coil:4-element design with 4 integrated preamplifiers. Operation, depending on matrix coil mode, as 2-channel coil (CP mode), 4-channel coil (dual mode).:MR breast examinations with:Body Matrix coilFlex coils characteristic starting with SW version syngo MR B15:includes reference tube for quantitative spectroscopy			
The breast matrix coil consists of a 4-element design with 4 integrated preamplifiers, in which the coil elements are arranged in 2 groups of 2 elements each. Depending on the matrix coil mode, the breast matrix coil can be operated as a 2-channel coil (CP mode) or a 4-channel coil (dual mode).			

The breast matrix coil ensures brilliant image quality for high-resolution 2D and 3D MR

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

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Qty	Part #	Description	Extended Net Price
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breast imaging. It can additionally be combined with other matrix coils (e.g. the body matrix) or the flex coils, in order to further increase the displayed area.

The coil is suitable for any 1.5T Tim system application. Together with the Tim Whole Body Option the breast matrix coil can also be operated in "feet first" mode. This substantially improves the examination flow with claustrophobic patients.

Compression devices adjustable in increments enable stabilization of the breast during the examination. In addition, anatomically shaped cushions and pads are optionally supplied for optimal patient positioning.

Dimensions of the breast matrix coil are 500 mm x 520 mm x 145 mm (l x w x h), weight is 7.5 kg

Prerequisite: Software syngo MR B13

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FINANCING:

The equipment listed above may be financed through Siemens. Ask us about our full range of financial products that can be tailored to meet your business and cash flow requirements. For further information, please contact your local Sales Representative.

ACCESSORIES:

Don't forget to ask us about our line of OEM imaging accessories to complete your modality purchase. All accessories can be purchased or financed as part of this order. To purchase accessories directly or to receive our accessory catalogs, please call us directly at 1-888-222-9944 ext. 7 or contact your local sales representative.

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Terms and Conditions of Sale

1. GENERAL

1.1 Contract Terms. These terms and conditions constitute an integral part of any contract between the Seller identified on the first page hereof to sell products ("Products") and Purchaser and shall govern the sale of the Products. Seller shall not be bound by, and specifically objects to, any terms, conditions or other provisions which are different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Purchaser in any purchase order, receipt, acceptance, confirmation, correspondence or otherwise (even if provided to Seller concurrently with this Agreement), unless Seller specifically agrees to any such provision in a writing signed by Seller. Neither Seller's lack of objection to any such terms, nor delivery of the Products or provision of any services hereunder, shall constitute the agreement of Seller to any such terms. Products may contain used, reworked or refurbished parts and components that comply with performance and reliability specifications and controls. Purchaser acknowledges that this is a commercial and not a consumer transaction.

1.2 Acceptance. An order shall be binding on Seller only after a credit approval and an order confirmation have been issued by Seller, and shall be subject to Seller's on-going credit review and approval.

Acceptance is expressly made conditional on

Purchaser's acceptance of these terms and conditions. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

1.3 Refurbished/Used Products. For Products identified on the Agreement as used or refurbished Products, these Products have been previously owned and used. When delivered to Purchaser, the Products may have received mechanical, electrical and/or cosmetic reconditioning, as needed, and will comply with the manufacturer's specifications. Since pre-owned Products may be offered simultaneously to several customers, the sale of such Products to Purchaser cannot be guaranteed and is subject to continuing availability at the time Purchaser accepts Seller's offer to sell the Products. If the Products are no longer available, Seller will use its best efforts to identify other products in its inventory that may be suitable for purchase by Purchaser, and if substitute products are not acceptable to Purchaser, then Seller will cancel the order and refund to Purchaser any deposits previously paid. The warranty period for any used or refurbished Products will be separately stated on the Quotation.

1.4 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller and not required for the operation and use of the Products, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for

Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (f) Purchaser will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, and (g) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party.

2. PRICES

2.1 Quotations. Unless otherwise agreed to in writing or set forth in the quotation, all prices quoted by Seller are based on U.S. dollars, and include standard and customary packaging. F.O.B. terms are set forth in Section 6.2 hereof. Domestic prices apply only to purchasers located in, and who will use the Products in, the U.S. International prices apply to all purchasers located outside of, or who will use or ship or facilitate shipment of the Products outside of, the U.S. Unless otherwise stated, the quotation shall only be valid for forty-five (45) days from the date of the quotation.

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

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

3. TAXES

3.1 Any sales, use or manufacturer's tax which may be imposed upon the sale or use of Products, or any property tax levied after readiness to ship, or any excise tax, license or similar fee required under this transaction, shall be in addition to the quoted prices and shall be paid by Purchaser. Notwithstanding the foregoing, Seller agrees to honor any valid exemption certificate provided by Purchaser.

4. TERMS OF PAYMENT; DEFAULT

4.1 Due Date. Unless otherwise set forth in the quotation, Seller's payment terms are as follows: an initial deposit of 10% of the purchase price for each Product is due upon submission of the purchase order, an additional 80% of the purchase price is due upon delivery of each Product, and the final 10% of the purchase price is due upon completion of installation or when the Products are available for first patient use, whichever occurs first. Unless otherwise agreed, all payments other than the initial deposit are due net thirty (30) days from the date of invoice. Seller shall have no obligation to complete installation until the payment due upon delivery of the Product is received. All amounts payable pursuant to this Agreement are denominated in United States dollars, and Purchaser shall pay all such amount in lawful money of the United States. Partial shipments shall be billed as made, and payments for such shipments will be made in accordance with the foregoing payment terms.

4.2 Late Payment. A service charge of 1 1/2% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

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

4.4 Where Payment Due Upon Installation or Completion. Should any terms of payment provide for either full or partial payment upon installation or completion of installation or thereafter, and the installation or completion is delayed for any reason for which Seller is not responsible, then the Products shall be deemed installed upon delivery and, if no other terms were agreed upon in writing signed by the parties, the balance of payments shall be due no later than thirty (30) days from delivery regardless of the actual installation date.

4.5 Default. Each of the following shall constitute an event of default under this Agreement: (i) a failure by Purchaser to make any payment due Seller within ten (10) days of receipt of notice of non-payment from Seller; (ii) a failure by Purchaser to perform any other obligation under this Agreement within thirty (30) days of receipt of notice from Seller; (iii) a default by Purchaser or any affiliate of Purchaser under any other obligation to or agreement with Seller, Siemens Financial Services, Inc. or Siemens Medical Solutions Health Services Corporation, or any assignee of the foregoing (including, but not limited to, a promissory note, lease, rental agreement, license agreement or purchase contract); or (iv) the commencement of any insolvency, bankruptcy or similar proceedings by or against the Purchaser (including any assignment by Purchaser for the benefit of creditors). Upon the occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under this Agreement and interest thereon shall become immediately due and payable without notice, demand, or period of grace; (b) Seller may suspend the performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services; (c) Purchaser shall put Seller in possession of the Products upon demand; (d) Seller may enter any premises where the Products are located and take

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possession of the Products without notice or demand and without legal proceedings; (e) at the request of Seller, Purchaser shall assemble the Products and make them available to Seller at a place designated by Seller which is reasonable and convenient to all parties; (f) Seller may sell or otherwise dispose of all or any part of the Products and apply the proceeds thereof against any indebtedness or obligation of Purchaser under this Agreement (Purchaser agrees that a period of 10 days from the time notice is sent to Purchaser shall be a reasonable period of notification of sale or other disposition of the Products by or for Seller); (g) if this Agreement or any indebtedness or obligation of Purchaser under this Agreement is referred to an attorney for collection or realization, Purchaser shall pay to Seller all costs of collection and realization (including, without limitation, a reasonable sum for attorneys' fees, expenses of title search, all court costs and other legal expenses) incurred thereby; and (h) Purchaser shall pay any deficiency remaining after collection of or realization by Seller on the Products.

4.6 Financing. Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 and 4.2 above.

EXPORT TERMS

5.1 Unless other arrangements have been made, payment on export orders shall be made by irrevocable confirmed letter of credit, payable in U.S. dollars against Seller's invoice and standard shipping documents. Such letter of credit shall be in an amount equal to the full purchase price of the Products and shall be established in a U.S. bank acceptable to Seller. Purchaser shall procure all necessary permits and licenses for shipment and compliance with any governmental regulations concerning control of final destination of Products.

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

6. DELIVERY, RISK OF LOSS

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

6.2 Risk of Loss; Title Transfer. Unless otherwise agreed to in writing, the following shall apply:

- For Products that do not require installation by Seller or its authorized agent or subcontractor, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.
- For Products that require installation by Seller or its authorized agent or subcontractor, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of the installation by Seller or its authorized agent or subcontractor.
- All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of the Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making a claim against the carrier.

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not subject to change except upon written agreement.

8.2 Orders accepted by Seller are noncancelable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser.

Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment has been made.

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

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with 12.6 hereof, which date shall be confirmed in writing by Seller, or first patient use, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Equipment during the term of the warranty.

10.2 No warranty extended by Seller shall apply to any Products which have been damaged by accident, misuse, abuse, negligence, improper application or alteration or by a force majeure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain the recommended operating environment and line conditions; which are defective due to unauthorized attempts to repair, relocate, maintain, service, add to or modify the Products by the Purchaser or any third party or due to the attachment and/or use of non-Seller supplied equipment without Seller's prior written approval; which failed due to causes from within non-Seller supplied equipment; which have been damaged from the use of operating supplies or consumable parts not approved by Seller.

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In addition, no warranty extended by Seller shall apply to any transducer failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgment, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, nor to products or parts thereof supplied by Purchaser.

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

10.4 Purchaser shall provide Seller with full and free access to the Products, network cabling and communication equipment as is reasonably necessary for Seller to provide warranty service. This access includes establishing and maintaining connectivity to the Products via VPN IPsec Tunneling (non-client) Peer-to-Peer connection, modem line, internet connection, broadband internet connection or other secure remote access reasonably required by Seller, in order for Seller to provide warranty service, including remote diagnostics, monitoring and repair services.

10.5 Warranty service will be provided without charge during Seller's regular working hours (8:30-5:00), Monday through Friday, except Seller's recognized holidays. If Purchaser requires that service be performed other than during these times, such service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breach of product warranty.

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

10.7 In the event of any inconsistencies between the terms of this Section 10 and the terms of the attached Product Warranty, the terms of the attached Product Warranty shall prevail.

11. LIMITATION OF LIABILITY

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

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

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General. Unless otherwise expressly stipulated in writing, the Products covered hereby shall be installed by and at the expense of Seller except that Seller shall not provide rigging or site preparation services unless otherwise agreed to in writing by Seller for an additional charge. Seller will not install accessory items such as cabinets, illuminators, darkroom equipment or processors for X-Ray and CT equipment, unless otherwise agreed to in writing by Seller.

12.2 Installation by Seller. If Seller specifies it will install the Products, the following applies: subject to fulfillment of the obligations set forth in 12.4 below, Seller shall install the Products covered hereby and connect same to the requisite safety switches and power lines to be installed by Purchaser. Except as otherwise specified below, if such installation and connection are performed by Seller technical personnel, prices shown include the cost thereof, provided that the installation and connection can be performed within the Continental United States or Puerto Rico and during normal business hours. Any overtime charges or other special expenses shall be additional charges to the prices shown.

12.3 Trade Unions. In the event that a trade union, or unions, or other local labor conditions prevent Seller from performing the above work with its own employees or contractors, then Purchaser shall either make all required arrangements with the trade union, or unions, to permit Seller completion of said work or shall provide the personnel, at Purchaser's sole cost and expense. Moreover, any additional cost incurred by Seller and related to such labor disputes shall be paid by the Purchaser and Seller's obligations under such circumstances will be limited to providing engineering supervision of installation and connection of Seller equipment to existing wiring.

12.4 Purchaser's Obligations. Purchaser shall, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry work, conduit wiring, and other preparations required for such installation and connection. All such labor and materials shall be completed and available at the time of delivery of the Products by Seller. Additionally, the Purchaser shall provide free access to the premises of installation and, if necessary, safe and secure space thereon for storage of Products and equipment

prior to installation by Seller. Purchaser shall be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals required by any federal, state or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed, unknown or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of the asbestos or other hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

12.5 Regulatory Reporting. In the event that any regulatory activity is performed by other than Seller authorized personnel, Purchaser shall be responsible for fulfilling any and all reporting requirements.

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

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants that the Products manufactured by Seller and sold hereunder do not infringe any U.S. patent or copyright. If Purchaser receives a claim that any such Product, or parts thereof, infringe upon the rights of others under any U.S. patent or copyright, Purchaser shall notify Seller immediately in writing. As to all infringement claims relating to Products or parts manufactured by Seller or one of its affiliates: (a) Purchaser shall give Seller information, assistance and exclusive authority to evaluate, defend and settle such claims.

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

13.2 Infringement by Purchaser. If some or all of the Products sold hereunder are made by Seller pursuant to drawings or specifications furnished by the Purchaser, or if Purchaser modifies or combines, operates or uses the Products other than as specified by Seller or with any product, data, software, apparatus or program not provided or approved by Seller, then the indemnity obligation of Seller under Section 13.1 shall be null and void

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Terms and Conditions of Sale

and should a claim be made that such Products infringe the rights of any third party under patent, trademark or otherwise, then Purchaser shall indemnify and hold Seller harmless against any liability or expense, including reasonable attorneys' fees, incurred by Seller in connection therewith

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

14.2 For all goods purchased hereunder which utilize software for their operation, such "Applications Software" shall be licensed to Purchaser under the terms of Seller's Software License Schedule as attached hereto.

14.3 Diagnostic/Maintenance Software is not included under 14.2 above, is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.

14.4 Seller and Purchaser shall maintain the confidentiality of any information provided or disclosed to the other party relating to the business, customers and/or patients of the disclosing party, as well as this Agreement and its terms (including the pricing and other financial terms under which the Purchaser will be purchasing the Products hereunder). Each party shall use reasonable care to protect the confidentiality of the information disclosed, but no less than the degree of care it would use to protect its own confidential information, and shall only disclose the other party's confidential information to its employees and agents having a need to know this information. The obligations of confidentiality set forth herein shall not apply to any information in the public domain at the time of disclosure or that is required to be disclosed by court order or by law.

15. ENGINEERING CHANGES

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

16. ASSIGNMENT

16.1 Neither party may assign any rights or obligations under this Agreement without the written consent of the other and any attempt to do so shall be void, except that Seller may assign this Agreement without consent to any subsidiary or affiliated company, and may delegate to authorized subcontractors or service suppliers any work to be performed under this Agreement so long as Seller remains liable for the performance of its obligations under this Agreement. This Agreement shall inure to and be binding upon the parties and their respective successors, permitted assigns and legal representatives. Seller shall have no obligations under this Agreement to any assignee of Purchaser that is not approved by Seller in advance

17. DAMAGES, COSTS AND FEES

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

18. MODIFICATION

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

19. GOVERNING LAW; WAIVER OF JURY TRIAL

19.1 This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

19.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.

20. COST REPORTING

20.1 Customer agrees that it will fully and accurately account for and report in all cost reports and otherwise fully and accurately disclose to federal and state health care program payors and fully and accurately reflect where and as appropriate to the applicable reimbursement methodology, all services and other items, including any and all discounts, received from Seller under this Agreement, in compliance with all applicable laws, rules and regulations, including but not limited to the Social Security Act and implementing regulations relating to Medicare, Medicaid and other federal and state health care reimbursement programs.

21. INTEGRATION

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

22. SEVERABILITY; HEADINGS

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

23. WAIVER

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

24. NOTICES

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

25. RIGHTS CUMULATIVE

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

26. END USER CERTIFICATION

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

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1. DEFINITIONS: The following definitions apply to this Schedule: "Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules, and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.

"Licensor" shall mean Siemens Medical Solutions USA, Inc. "Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement. "Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systematic collections of data to be used or referenced directly or indirectly by a programmable controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee. "Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.

"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.

2. SCOPE: The following terms and conditions shall apply to all Software and Documentation provided by Licensor to Licensee under the Agreement (whether included with other products listed in the Agreement or listed separately in the Agreement), together with any updates or revisions thereto which Licensor may provide to Licensee, and all copies thereof, except any Software and/or Documentation licensed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).

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Revised 03-15-05

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MR Warranty Information

<u>Product</u>	<u>Period of Warranty¹</u>	<u>Coverage</u>
MR System (not including consumables)	12 month	Full Warranty (parts & labor)

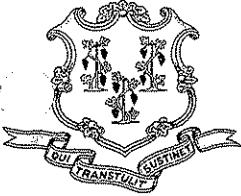
Post Warranty (after expiration of system warranty) – Replacement parts only!

Magnet	12 month	Parts only
Spare Parts	6 month	Parts only
Consumables	Not Covered	

Note: Optional extended warranty coverage can be obtained by purchase of a service agreement.

Magnet extends to 60 month only if there is a Five Year Cryogen Supply Contract plus a Five Year Magnet Maintenance Agreement attached to the Service Agreement.

¹ Period of warranty commences from the date of first use or completion of installation, whichever occurs first. In the event the completion of installation is delayed for reasons beyond Siemens' control, the stated warranty period shall commence 60 days after delivery of equipment.



M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

CRISTINE A. VOGEL
COMMISSIONER

September 4, 2007

Patrick Charmel
President/CEO
The Griffin Hospital
130 Division Street
Derby, CT 06418

RE: Certificate of Need Application Forms; Docket Number: 07-31023-CON
The Griffin Hospital
Establishment of an Imaging Center in Shelton, Connecticut

Dear Mr. Charmel:

Enclosed are the application forms for The Griffin Hospital Certificate of Need ("CON") proposal for the establishment of an imaging center in Shelton, Connecticut at an associated capital expenditure of \$4,652,794. According to the parameters stated in Section 19a-638 of the Connecticut General Statutes the CON application may be filed between October 19, 2007, and December 18, 2007.

When submitting your CON Application, please paginate and date each page contained in your submission. In addition, please submit one (1) original and three hard copies; as well as a scanned copy of the complete Application, including all attachments, on CD. 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 OHCA analyst assigned to the CON application is Steven W. Lazarus. Please feel free to contact him at (860) 418-7012, if you have any questions.

Sincerely,

Kimberly Martone
Certificate of Need Supervisor

Enclosures

An Equal Opportunity Employer

410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308
Telephone: (860) 418-7001 • Toll free (800) 797-9688
Fax: (860) 418-7053

HOSPITAL AFFIDAVIT

Applicant: _____

Project Title: _____

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

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

1. The proposal will have a capital expenditure in excess of \$15,000,000.
 Yes No
2. The combined total expenses for the proposal's first three years of operation will exceed one percent of the actual operating expenses of the Hospital for the most recently completed fiscal year as filed with the Office of Health Care Access.
 Yes No

Signature

Date

Subscribed and sworn to before me on _____

Notary Public/Commissioner of Superior Court

My commission expires: _____

OFFICE OF HEALTH CARE ACCESS

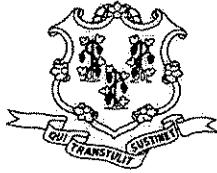
REQUEST FOR NEW CERTIFICATE OF NEED

FILING FEE COMPUTATION SCHEDULE

APPLICANT: _____	FOR OHCA USE ONLY:	DATE	INITIAL
PROJECT TITLE: _____	1. Check logged (Front desk)	_____	_____
DATE: _____	2. Check rec'd (Clerical/Cert.)	_____	_____
	3. Check correct (Superv.)	_____	_____
	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):			
19a-638. Additional function or service, change of ownership, service termination. No Fee Required.			
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. Fee Required.			
19a-638 and 19a-639. Fee Required.			
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.			
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			
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 <u>OR</u> if both 19a-638 and 19a-639 are checked):			
a. Base fee: _____ \$ 1,000.00			
b. Additional Fee: (Capital Expenditure Assessment) _____ \$ _____ .00 (To calculate: Total requested Capital Expenditure/Cost excluding capitalized financing costs multiplied times .0005 and round to nearest dollar.) (\$ _____ x .0005)			
c. Sum of base fee plus additional fee: (Lines A4a + A4b) _____ \$ _____ .00			
d. Enter the amount shown on line A4c. on "Total Fee Due" line (SECTION B). _____ \$ _____ .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 October 19, 2007, and may be submitted no later than December 18, 2007. The Analyst assigned to your application is Steven W. Lazarus and may be reached at the Office of Health Care Access at (860) 418-7001.

Docket Number: 07-31023-CON

Applicant Name: The Griffin Hospital

Contact Person: Patrick Charmel

Contact Title: President/CEO

Contact Address: 130 Division Street
Derby, CT 06418

Project Location: Shelton

Project Name: Establishment of an Imaging Center in Shelton,
Connecticut

Type proposal: Section 19a-638 and 19a-639, C.G.S.

Est. Capital Expenditure: \$4,652,794

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 each of the Applicant's long-range plan?

Yes No

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

4. Clear Public Need

- A. Provide the primary service area ("PSA") and the secondary service area ("SSA") for the proposed imaging center.
- B. Explain in detail how the Applicant derived at the PSA and SSA for the proposed imaging center and if it differs from the Hospital's PSA and SSA, please explain why?
- C. Explain how it was determined there was a need for the proposal in the proposed service area.
- D. Please explain why proposed location was chosen for the proposed imaging center.
- E. Provide the population to be served, including the number of individuals to receive the proposed imaging services. Include demographic information, as appropriate.
- F. Provide the hours of operation for the proposed imaging center.
- G. Provide the following information for **each of the proposed imaging service**:

- a) The unit of service (i.e. procedure, scan, visit, etc.) for the past three fiscal years by service area town for the Applicant.
- b) Scheduling backlogs in the Hospital's service area.
- c) Travel distance from proposed site to service area towns to the proposed imaging center.
- d) Hours of operation and location for the Applicant's existing MRI and CT scanning services.

H. Provide the information as outlined in the following table concerning the existing providers' (in the proposed service area) 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.

- I. How will this proposal effect the existing providers in the proposed service area (i.e. patient volume, financial stability, quality of care, etc.)?
- J. Provide the units of service projected for the first three years of operation of the proposed service. **Include the derivation/calculation.**
- K. 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.

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

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

Other: Specify _____

- C. Describe in detail how the Applicants plan 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:

<input type="checkbox"/> DPH	<input type="checkbox"/> JCAHO
<input type="checkbox"/> Fire Marshall Report	<input type="checkbox"/> Other States Health Dept. Reports (new out-of-state providers)
<input type="checkbox"/> AAAHC	<input type="checkbox"/> AAAASF
<input type="checkbox"/> Other: _____	

Note: Above referenced acronyms are defined below.¹

- F. Provide copies of any Quarterly Action Reports, Consent Decrees or Statement of Charges against the 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 Applicant, Physician(s) working at the Hospital and/or any staff related to the proposal.

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.

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

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 the Applicants' are seeking for the proposed imaging center.

iii) If you are not seeking a licensure from DPH, please explain why.

D. Please identify if a new cost center will be established or if an existing cost center will be utilized. Provide the units of service for all new cost centers.

8. Financial Information

A. Type of ownership of the proposed imaging center: (Please check off all that apply)

<input type="checkbox"/>	Corporation (Inc.)	<input type="checkbox"/>	Limited Liability Company (LLC)
<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Professional Corporation (PC)
<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>	Other (Specify): _____

B. Provide the following financial information for the Applicant:

- i) Pursuant to Section 19a-644, C.G.S., each hospital licensed by the Department of Public Health is required to file with OHCA copies of the hospital's audited financial statements. If the Applicant is a hospital that has filed its most recently completed fiscal year audited financial statements, the Applicant may reference that filing for this proposal.
- ii) Provide the total current assets balance as of the date of submission of this application.
- iii) Provide a copy of the most recently completed internal monthly financial statements, including utilization volume totals to date. (For new service only)
- iv) 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.

10. 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 breakdown of the new construction/renovation costs:

Item Designations	New Construction	Renovation	Total Cost
Total Building Work Costs			
Total Site Work Costs			
Total Off-Site Work Costs			
Total Arch. & Eng. Costs			
Total Contingency Costs			
Inflation Adjustment			
Other (Specify)			
Total Construction/Renov. Cost			

D. Explain how the proposed new construction or renovations will affect the delivery of patient care.

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

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

11. 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.

12. Type of Financing

A. Check type of funding or financing source and identify the following anticipated requirements and terms **as it relates to each of the Applicant (specify by Applicant name)**: (Check all which apply)

Applicant's equity:

Source and amount:

Operating Funds Source/Entity Name	\$ _____
Available Funds	\$ _____
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.

13. Revenue, Expense and Volume Projections

A.1. Payer Mix Projection

For Applicant and the proposed imaging center (projected), 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 Applicant and the proposed Center, 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.** 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) 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.).
- iii) 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.
- iv) Provide a copy of the rate schedule for the proposed service.
- v) Describe how this proposal is cost effective.

13. 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:

<u>Total Facility:</u> <u>Description</u>	<u>FY Actual Results</u>	<u>FY Projected W/out CON</u>	<u>FY Projected Incremental</u>	<u>FY Projected With CON</u>	<u>FY Projected W/out CON</u>	<u>FY Projected Incremental</u>	<u>FY Projected With CON</u>
NET PATIENT REVENUE							
Non-Government		\$0	\$0	\$0	\$0	\$0	\$0
Medicare		\$0	\$0	\$0	\$0	\$0	\$0
Medicaid and Other Medical Assistance		\$0	\$0	\$0	\$0	\$0	\$0
Other Government		\$0	\$0	\$0	\$0	\$0	\$0
Total Net Patient Patient Revenue							
Other Operating Revenue		\$0	\$0	\$0	\$0	\$0	\$0
Revenue from Operations		\$0	\$0	\$0	\$0	\$0	\$0
OPERATING EXPENSES							
Salaries and Fringe Benefits		\$0	\$0	\$0	\$0	\$0	\$0
Professional / Contracted Services		\$0	\$0	\$0	\$0	\$0	\$0
Supplies and Drugs		\$0	\$0	\$0	\$0	\$0	\$0
Bad Debts		\$0	\$0	\$0	\$0	\$0	\$0
Other Operating Expense		\$0	\$0	\$0	\$0	\$0	\$0
Subtotal		\$0	\$0	\$0	\$0	\$0	\$0
Depreciation/Amortization		\$0	\$0	\$0	\$0	\$0	\$0
Interest Expense		\$0	\$0	\$0	\$0	\$0	\$0
Lease Expense		\$0	\$0	\$0	\$0	\$0	\$0
Total Operating Expense							
Gain/(Loss) from Operations		\$0	\$0	\$0	\$0	\$0	\$0
Plus: Non-Operating Revenue							
Revenue Over/(Under) Expense		\$0	\$0	\$0	\$0	\$0	\$0
FTEs			0	0	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.

13. D (i). Please provide one year of actual results and three years of projections of Total Facility revenue, expense and if applicable, volume statistics without, incremental to and with the proposal in the following reporting format:

Total Facility:	FY Actual Results	FY Projected W/out Project	FY Projected Incremental	FY Projected With Project	FY Projected W/out Project	FY Projected Incremental	FY Projected With Project	FY Projected W/out Project	FY Projected Incremental	FY Projected With Project
Revenue from Operations										
Non-Operating Revenue										
Total Revenue:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Operating Expenses										
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										
Retained earnings, end of year	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$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.

13.C(ii). Please provide <u>three</u> years of projections of incremental revenue, expense and volume statistics attributable to the proposal in the following reporting format:		For the Proposed Imaging Center									
Type of Service Description											
Type of Unit Description:											
# of Months in Operation											
FY	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	
FY Projected Incremental		Rate	Units	Gross Revenue	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Gain/(Loss)	
Total Incremental Expenses:											
Total Facility by Payer Category:				Col. 2 * Col. 3				Col. 4 - Col. 5	Col. 1 Total * -Col. 6 - Col. 7	Col. 8 - Col. 9	
Medicare											
Medicaid											
CHAMPUS/TriCare											
Total Governmental	0			\$0		\$0	\$0	\$0	\$0	\$0	
Commercial Insurers											
Uninsured											
Total NonGovernment	\$0	7		\$0		\$0	\$0	\$0	\$0	\$0	
Total All Payers	\$0	7		\$0		\$0	\$0	\$0	\$0	\$0	