BRIDGEPORT HOSPITAL
YALE NEW HAVEN HEALTH

October 12, 2007

2007 OCT 15 A11:24
OFFICE OF HEALTH CARE ACCESS

Honorable Cristine A. Vogel
Commissioner
Office of Health Care Access
410 Capitol Avenue, MS#13HCA
PO Box 340308
Hartford, CT 06134-0308

RE: Letter of Intent –
Acquire Catheterization Lab Equipment (GE); Retain, Upgrade, and Convert Existing Equipment for Reuse as Electrophysiology (EP) Laboratory

Dear Commissioner Vogel,

Pursuant to the applicable Connecticut general statutes and regulations, Bridgeport Hospital is pleased to submit the enclosed Letter of Intent for the acquisition of a second cardiac catheterization lab (replacement) and authorization to retain, upgrade and reuse the existing equipment as an Electrophysiology Laboratory. The total capital expenditure for the project is $2,830,101.

Sincerely,

Augusta S. Mueller
Director of Planning

Enclosure

267 Grant Street
P.O. Box 5000
Bridgeport, CT 06610-0120
203.384.3000

AFFIDAVIT

To be completed by each Applicant

Applicant: **Bridgeport Hospital**

Project Title: **Acquire Catheterization Lab Equipment (GE); Retain, Upgrade, and Convert Existing Equipment for Reuse as Electrophysiology Laboratory**

I, **Robert J. Trefry**, (Name) **President and Chief Executive Officer** (Position – CEO or CFO)

of **Bridgeport 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 **Bridgeport Hospital** (Facility Name) complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

Signature

Oct 12, 2007
Date

2007 OCT 15 AM 11:24
OFFICE OF HEALTH CARE ACCESS

Subscribed and sworn to before me on October 12, 2007

Rose Marie DiCacco
Notary Public/Commissioner of Superior Court

My commission expires: 3-31-08

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
Full legal name	Bridgeport Hospital
Doing Business As	Bridgeport Hospital
Name of Parent Corporation	Bridgeport Hospital & Healthcare Services, Inc.
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail	267 Grant Street PO Box 5000 Bridgeport, CT 06610
What is the Applicant's Status: P for Profit or NP for Nonprofit	NP
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.	Augusta Mueller Director of Planning
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail	267 Grant Street PO Box 5000 Bridgeport, CT 06610
Contact Person's Telephone Number	(203) 384-3126
Contact Person's Fax Number	(203)384-3968
Contact Person's e-mail Address	kamuel@bpthosp.org

SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title:

Acquire Catheterization Lab Equipment (GE); Retain, Upgrade, and Convert Existing Equipment for Reuse as Electrophysiology (EP) Laboratory

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

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

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

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

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

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

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

☒ Equipment Acquisition

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

☐ Imaging ☐ Linear Accelerator

The hospital is proposing to acquire new catheterization lab equipment and to retain the existing equipment for use as its EP lab.

☐ 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:

267 Grant Street, Bridgeport, CT 06610

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

This project is intended to serve individuals residing in the Bridgeport Hospital service area. Municipalities include Ansonia, Bethel, Bridgeport, Derby, Easton, Fairfield, Milford, Monroe, Newtown, Orange, Redding, Seymour, Shelton, Stratford, Trumbull, Weston, Westport, and Wilton.

e. Estimated starting date for the project: **April 2008**

f. Type of project: **1, Inpatient Cardiac Services**

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

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

Not applicable.

SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION

a. Estimated Total Project Cost: $**2,830,101**

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

Medical Equipment Purchases	
Major Medical Equipment Purchases	$ 1,077,494
Non-Medical Equipment Purchases*	700,570
Land/Building Purchases	
Construction/Renovation	1,052,037
Other (Non-Construction) Specify:_____	
Total Capital Expenditure	**$ 2,830,101**
Medical Equipment – Fair Market Value of Leases	
Major Medical Equipment – Fair Market Value of Leases	
Non-Medical Equipment – Fair Market Value of Leases*	
Fair Market Value of Space – Capital Leases Only	
Total Capital Cost	**$ 2,830,101**
Total Project Cost	**$ 2,830,101**
Capitalized Financing Costs (Informational Purpose Only)	

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

Non-medical equipment being purchased as part of this proposal includes computer software for PACS and scheduling interfaces and hardware such as monitors.

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

Not applicable.

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).

Not applicable.

Major Medical and/or Imaging Equipment Acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
Catheterization Lab	Allura Xper	FD20	1	$ 1,693,064

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

Please see Attachment I for a copy of the vendor quotation.

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

☒ Applicant's Equity ☐ Capital Lease ☐ Conventional Loan

☐ Charitable Contributions ☐ Operating Lease ☐ CHEFA Financing

☐ Funded Depreciation ☐ Grant Funding ☐ Other (specify): _____

SECTION IV. PROJECT DESCRIPTION

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

Bridgeport Hospital is requesting approval to acquire equipment to replace its 9-year old cardiac catheterization laboratory for a total capital expenditure of $2,156,150. The catheterization laboratory equipment in question was purchased in 1998 and approved by the Office of Health Care Access under Docket Number 98-1501 (Attachment II). The equipment is nearing the vendor's estimated useful life of 10 years and is completely depreciated. The hospital is also requesting approval of related construction and renovation expense.

The acquisition of this equipment would have been eligible for a waiver of Certificate of Need requirements if the hospital planned to dispose of the equipment. As part of this proposal, however, the hospital is seeking permission from OHCA to retain the GE Advantx LC+ lab for use in a dedicated electrophysiology (EP) laboratory. The trade in value for the equipment is approximately $10,000 and the total cost associated with renovating the lab is $365,191 including a new camera and HVAC upgrades. This is far less than the estimated cost of a new EP lab of approximately $750,000. The hospital has been performing EP procedures for over 20 years using a portable C-arm, which overheats during long procedures. A fixed camera, dedicated lab for these procedures would meet the standard of care across the country and the quality of the fluoroscopy will be better for diagnosis and treatment.

The total capital expenditure for the project is $2,830,101.

The hospital obtained approval to replace the equipment in its other cardiac catheterization lab in Docket # 07-30945 WVR. If this application is granted, the hospital will have two cardiac catheterization labs with new equipment and one EP lab with upgraded equipment.

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.

   Procedures performed in the existing cardiac catheterization laboratory include diagnostic and interventional cardiac catheterization, angioplasty and interventional peripheral vascular procedures. Procedures performed in the EP laboratory include EP studies, non-invasive EP studies, radioablations, cardioversions, pacemaker implants, implantable cardioverter defibrillators and tilt table tests.

   Please see Attachment III for a copy of the Department of Public Health license for Bridgeport Hospital.

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

   Not applicable.

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

   The current and target population for this service is the population of the hospital's service area towns of Ansonia, Bethel, Bridgeport, Derby, Easton, Fairfield, Milford, Monroe, Newtown, Orange, Redding, Seymour, Shelton, Stratford, Trumbull, Weston, Westport, and Wilton.

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

   Not applicable. The proposal is related to existing services offered by the hospital.

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

   Yes, in addition to Bridgeport Hospital, St. Vincent's Medical Center also offers a full range of cardiology services including cardiac catheterization, angioplasty and electrophysiology procedures.

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

   The hospital is one of 20 hospitals with a catheterization lab and one of 14 hospitals approved by OHCA to perform angioplasty procedures. This proposal will ensure that the hospital will have state-of-the-art capability to remain competitive.

7. Who will be responsible for providing the service?

   Bridgeport Hospital 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?

   Current and proposed payors include Government payors such as Medicare and Medicaid, commercial insurers, health maintenance organizations and self-pay patients.

Project Type Listing

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

Inpatient

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

Outpatient

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

Non-Clinical

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

Attachment I – Vendor Quote

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

PHILIPS

Quotation #: 1-GB8CXV	**Rev:** 1	**Effective From:** 06-Sep-07	**To:** 21-Oct-07

Presented To:

BRIDGEPORT HOSPITAL
267 GRANT ST
BRIDGEPORT, CT 06610

Tel:

Alternate Address:

Presented By:

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

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

Date Printed: 06-Sep-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
Tel:
Fax:(425) 458-0390

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

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

Quote Solution Summary

Line #	Product	Qty	Price
1	100206 Allura Xper FD20	1	$1,077,494.00
		Equipment Total:	$1,077,494.00

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100206 Allura Xper FD20	1	$1,077,494.00		$1,077,494.00
60 Month Equipment + Service Lease Fair Market Value	60		$24,396.82	

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

SVC0101 CUSTOMerCARE Gold $6,643.00

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

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

Addt'l Terms:

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

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

Payment Terms: 10% With Signed Acceptance of the Quotation, 70% Upon Delivery of Major Components, 20% Due When the Product is Available for First Patient Use, Net due 10 days from receipt of invoice

100206 Allura Xper FD20

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

Line #	Part #	Description	Qty
1	**NNAE086	Allura Xper FD20 Card.	1

The Allura Xper FD20 Cardiac single plane cardiovascular system is comprised of a ceiling mounted stand and digital imaging X-ray system for cardiovascular diagnostic and interventional procedures

The Allura Xper FD20 system uses an integrated single-host concept. The system is comprised of five functional building blocks: Geometry, X-ray Generation, User Interface, Image Detection, and Viewing. Each functional building block is explained in further detail.

GEOMETRY

The Allura Xper FD20 Stand
The Allura stand consists of a ceiling mounted C-arm. The stand has the following capability:

The fully motorized stand offers unrestricted access to the patient and full body coverage. stand can rotate around the patient table from +90 to -90 degrees with 300 cm of longitudinal movement. These movements feature auto-stop capability at three positions, parking, working and lower peripheral.
The projection angles are:

- C-arm rotation range (degrees): 120 LAO to 185 RAO
- C-arm angulation range (degrees): 90 CA to 90 CR
- Full angulation capability is only limited by patient position
- The stand provides fully motorized, fast movements wit variable speed control and a configurable maximum speed.
- C-arm rotation speed, variable up to 25 degrees/s
- C-arm angulation speed, variable up to 18 degrees/s
- L-arm rotation and longitudinal movements are either manual or motorized
- The depth of the stand is 90 cm
- The FD20 Dynamic Flat Detector can be positioned in either portrait or landscape imaging modes. The variable source image distance between focus and Dynamic Flat Detector input screen is motorized from 86.5 to 123 cm.
- The stand features BodyGuard a capacitive sensing collision avoidance system for patient protection.

Patient support
AngioDiagnost 5 Table
Patient support provided with a flat carbon fiber tabletop

- Table top length of 293 cm
- Metal-free overhang 125 cm
- Floating table-top movement of 100 cm longitudinal and 36 cm transversal
- Motorized height adjustment from 76 to 104 cm

- Maximum cantilever of 220 cm, for full patient coverage with max patient weight
- Maximum patient weight 225 kg plus 500 N for CPR (or 200 kg plus 1000 N) in any longitudinal position of the table top

Patient Support Accessories

- Three rail accessory clamps
- One mattress pad
- One cerebral filter
- One peripheral filter set
- Skull supports
- Four restriction straps
- Two arm supports
- One translucent catheterization arm rest
- One IV Stand
- One Table Mounted Radiation Shield
- One anti-fatigue mat with Philips logo

X-RAY GENERATION

The Allura Xper FD20 system consists of an integrated microprocessor controlled high frequency 100 kW X-ray Generator. The user interface control for this X-ray Generator is incorporated in the Xper module, Xper Desktop Console, and the Xper on-screen displays.
The Velara CFD generator comprises:

- X-ray generator 100 kW
- Voltage range is 40 - 125 kV
- Maximum current 1250 mA at 80 kV
- Pulsed X-ray for pulsed fluoroscopy; 3.75, 7,5, 15 and 30 frames/s
- Pulsed X-ray for (subtracted) acquisition up to 6 frames/s for vascular applications
- Minimum exposure time of 1 ms
- Automatic kV and mA control for optimal image quality prior to run to save dose
- An X-ray depth collimator with two semi-transparent wedged filters with manual and automatic positioning.
- SpectraBeam filtering of low energy radiation to optimize image quality and dose efficiency with MRC-GS 0407 X-ray tube.
- Grid switching at dynamic pulsed fluoroscopy
- Xper Beam Shaping, positioning of both shutters and wedges on the Last image Hold without the need for X-ray radiation.

Fluoroscopy

- Three programmable fluoroscopy modes
  - Each mode can be set to have a different composition of dose rate, pulse speed, filter setting, and image processing (noise reduction, adaptive contour enhancement, adaptive harmonization).
- Trace Subtract Fluoroscopy.
  - A trace subtract run is created and overlaid with live fluoroscopy

100206 Allura Xper FD20

Line #	Part #	Description	Qty

Xper Fluoro Storage, a grab function allows storage and archiving of both a fluoro image and the last 20 seconds of Fluoroscopy, called Xper Fluoro Storage. These fluoro images or fluoro runs can be archive as a regular exposure run.

IMAGE DETECTION
The Allura Xper FD20 comprises the following image detection chain.

- A 30 cm by 40 cm FD20 Dynamic Flat Detector with 6 imaging modes:
  - 30 x 38, 30 x 30, 22 x 22, 16 x 16, 13.5 x 13.5, and 11 x 11cm.
- Xper Access
  - The detector can be rotated 90 degrees to a portrait or landscape position.
- The FD20 flat detector has 2k x 2.5k image matrix with a 14 bit depth for the largest mode
- DQE (Detective Quantum Efficiency) > 73
- Pixel size: 154 x 154 microns

VIEWING
The Allura Xper FD20 comprises the following components in order to display the clinical images in the control and examination room.
Displays

Examination Room
Two 18 inch monochrome LCD monitors.

- 18 inch monochrome TFT-LCD display
- Native format 1280x1024 SXGA
- 10 bit gray-scale resolution with gray-scale correction

The monitor ceiling suspension in the exam room, can be configured to accomodate either 2,3,4 or 6, 18"LCD monitors and includes motorized height adjustment. The height adjust feature is dependent on the room ceiling height.

- The first reference channel is for the display of reference images or runs, controlled by infra-red remote-control Xper Viewpad.
- The On-Screen Display provides status information on stand rotation, angulation, display of system messages, X-ray tube load status, selected fluoroscopy mode, selected detector Field of View, and both the rate and accumulation of the dose area product and skin dose.

Control Room
One 18 inch color LCD monitor.

- 18 inch color TFT-LCD display
- Native format 1280x1024 SXGA

Control Room
One 18 inch monochrome LCD monitor.

- 18 inch monochrome TFT-LCD display
- Native format 1280x1024 SXGA
- 10 bit gray-scale resolution with gray-scale correction

100206 Allura Xper FD20

Line #	Part #	Description	Qty

Acquisition
The acquisition segment coordinates the parameters for automatic exposure control. The program is selected via the Xper module and or Xper Desktop Console.

Exposure techniques:

- Serial imaging for DA and DSA with automatic exposure setting
- Single shot mode
- Acquisition frame rates: 0.5 to 6 images/s at 2048 x 2048, 12-bit matrix

Frame Rate Extension (NCVA196)
Frame rate extension increases the system acquisition speed for vascular and cardio-vascular studies requiring high acquisition rates.

- Frame rate extension increases the acquisition frame rate to 15 fps and 30 fps with 1024 x 1024 matrix.

The Allura Xper FD20 offers a storage capacity of:

- 25,000 images at matrix size of 1024 x 1024,
- 6,250 images at matrix size of 2048 x 2048.
- Maximum number of examinations is 999, with no limit to the maximum number of images per examination

Xres Image Processing
Xres is a multiresolution spatial temporal noise reduction and edge enhancement filter

Xres Vascular (NCVA663)

- Xres Vascular enhances sharpness, contrast, and reduces noise in non subtracted fluoroscopy runs for vascular studies.

Xres Cardiac (NCVA664)

- Xres Cardiac enhances sharpness, contrast, and reduces noise in fluoroscopy and exposure runs for cardiac studies

The settings for Xres can be customized with regard to the image quality.

USER INTERFACE

Xper is comprised of three elements: 1) Xper Settings, which customizes the system to each user preferred settings. 2) Xper User Interface 3) Xper Integration, which makes advanced integration functionality available such as DICOM Query / Retrieve, background archiving, and Xper Fluoro Storage.
The Xper User Interface uses User Interface modules in the Examination Room with On-Screen Display.
The On-Screen Display is positioned on the left side of the reference monitor. The following system information is displayed

- X-ray indicator and X-ray tube temperature condition
- Gantry position in rotation, angulation, and Source Image Distance
- Detector field size display
- General System messages
- Selected Frame speed
- Fluoroscopy mode
- Integrated fluoroscopy time
- Skin Dose and Dose Area Product
- Stopwatch

The second On-Screen Display on the live monitor in the examination room displays the buttons of the Xper ViewPad. The system comes standard with two Xper Viewpads.

Remote Intercom (NCVA082)

A separate intercom, which is connected independently from the system that allows separate placement of the intercom at the preferred working position in the control room and examination room.

Table Side Modules

Two Xper Modules are provided for use, one for the tableside and one in the control room. These modules use a touch screen, which can be operated when draped with sterile covers. The Xper Module contains the following functionality:

- Acquisition settings
- Selection of Xper Setting allows the user to set frame rates and x-ray generation settings applicable for the type of the preferred intervention
- Automatic positioning recall to allow the stand postion to match the refernce image.

Image Processing The Xper Geometry T.S.O. Module can be positioned on all sides of the patient table, while keeping the button operation intuitive. The Xper Geometry T.S.O. provides the following functionality:

- Tabletop float and table height position
- Source Image Distance selection
- Longitudinal movement of the Gantry along the ceiling
- Gantry rotation in an axis perpendicular to the ceiling
- Store and recall of two scratch gantry positions including SID
- Emergency stop button

The Xper Imaging T.S.O. module can also be positioned on three sides of the patient table, while keeping the button operation intuitive. The Xper Imaging T.S.O. provides the following functionality:

- Fluoroscopy Flavor selection defined per Xper Setting
- Shutters and Wedge positioning
- Xper Fluoro Storage and Grab
- Selection of the Detector field size
- Shutters postioning
- Reset of the fluoroscopy buzzer

Pan Handle (NCVA081)
The Pan Handle is an extension of the control facility for floating movements of the tabletop.

Control Room
The control room comprises a Xper Review Module, Xper Desktop Module, a keyboard, and a mouse.The Xper Review Module offers the basic functions for review. The Xper Review Module contains the following functionality:

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

System information is displayed on the bottom of the data monitor:

- Stopwatch and Time
- System guidance information
- Dose Area Product (DAP) and Skin Dose, and accumulative dose
- Frame speed settings, fluoroscopy mode, and accumulated fluoroscopy time
- Exposure and fluoroscopy settings as Voltage (kV), Current (mA) and pulse time (ms)
- Geometry information as rotation, angulation, and SID

The workflow is divided in scheduling, preparation, acquisition, review, and archive.

Scheduling
The patients can be added, listed and selected per date, physician, or intervention type. Previous DICOM patient studies can be uploaded with the DICOM Query Retrieve function.

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

Preparation
The preparation page provides the information of the room and patient preparation of each individual physician. The preparation page is customizable per Xper Setting and allows each physician to provide his or her own room protocols

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

Review
The review page allows for reviewing of patients:

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

Line #	Part #	Description	Qty

Archive

Continuous Autopush (NCVA090)
Continuous Autopush is an archive accelerator, which ensures that background archiving continues with minimal disruptions.

Clinical studies can be archived to a CD or a PACS. The archive process can be completely automated and customized with Xper Settings. Parameters like multiple destinations; archive formats can be selected to the individual needs.

The Xper DICOM Image Interface enables the export of clinical. The export formats are based on DICOM 3.0 protocols. The system exports clinical studies in Cardiac DICOM XA Multi-Frame or DICOM Secondary Capture formats.

- The export format is configurable in 512x512 or 1024x1024 matrix.
- The examination can be sent to multiple destinations for archiving and reviewing purposes.
- The Xper DICOM Image Interface provides DICOM Storage and DICOM Storage Commitment Services.
- The DICOM Query/Retrieve function allows older DICOM XA MF and DICOM SC studies to be uploaded in the system. Furthermore, additional information can be appended to a study, while keeping the patient identification the same.

Clinical Education Program for Allura Systems

Essentials OffSite Education: Philips will provide up to two (2) Cardiovascular Technologists, Registered Technologists Registered Nurses, or other system operator as selected by customer, with in-depth didactic, tutorial, and hands-on training covering basic functionality and buttonology of the cardiovascular imaging system. In order to provide trainees with the ability to apply all fundamental functioning on their system, and to achieve maximum effectiveness, this class should be attended no earlier than two weeks prior to system installation. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration, geography, and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education. CEU credits may be available for each participant that meets the Guideli nes provided by Philips during the scheduling process. Education Hours: Mon – Thu 8:30am to 4:30pm, Fri 8:30am to 12:00pm. Travel and lodging are not included, but may be purchased through Philips.

Handover OnSite Education: Philips Education Specialists will provide twenty-eight (28) hours of education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Students should attend all 28 hours, and must include the two OffSite education attendees. CEUs are not available in all cases. Please read Guidelines for more information. Education Hours: Mon – Fri 8:00am to 5:00pm, except Monday and Friday are half-days to allow for trainer's travel. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

The above education entitlements expire one (1) year from equipment delivery date. Ref# 106107-070131

2	**NCVA014	**Maximus Rotalix Ceramic Grid Switch T A MRC200-GS**	1

100206 Allura Xper FD20

Line #	Part #	Description	Qty

30kW small focus and 67 kW Large focus loading with anode heat storage capacity of 2.4 MHU.
Features:

- Maximus ROTALIX Ceramic tube with 0.4 / 0.7 mm nominal focal spot values.
- Tube housing ROT-GS 1004 for oil cooling with built-in thermal safety switch.
- Grid switching with dynamic pulsed fluoroscopy.
- Rotor control unit for continuous rotation of the anode disk.
- Cooling unit CU 3000 heat exchanger for direct and continuous forced cooling with oil.
- High Voltage cables

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

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

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

4 ****NCVA194** **STORAGE EXTENSION 1** **1**

Storage Extension provides an increase of the storage capacity for Allura Xper FD20 systems.

The storage capacity is increased from:

- 25.000 to 50.000 images at 1024x1024 matrix
- 6250 to 12500 images at 2048x2048 matrix

Comprises:
Hardware & Software

5 ****NCVA195** **Storage Extension 2** **1**

Storage Extension provides an increase of the storage capacity for Allura Xper FD20 systems.

The storage capacity is increased from:
- 50.000 to 100.000 images at 1024x1024 matrix
- 12.500 to 25.000 images at 2048x2048 matrix

6 ****NCVA694** **Subtracted Bolus Chase** **1**

For visualization of vessel structures when the blood flow is difficult to estimate, in particular in the lower peripherals.

Bolus Chase solves the problem of cumbersome step movements, the mismatch between blood flow and selected program, and lack of real-time image information.

During digital acquisition in non-subtracted mode with uninterrupted real-time image display, the contrast bolus is followed (chased) interactively by a motorized table scan movement using a hand-hold speedcontroller to adapt the speed of the table scan to the contrast flow.The framespeed can be adapted as well.

100206 Allura Xper FD20

Line #	Part #	Description	Qty

The bolus run is followed with a mask run while using the same speedcurve and framespeed as generated during the bolus run. Viewing is possible in the subtracted and non-subtracted mode. If subtracted viewing is not required, the mask run can be skipped.

Subtracted Bolus Chase gives fast, accurate results for increased patient throughput and improved patient management. Automated exposure control and precise speed control assure a high quality images and excellent subtraction studies.

Comprising:

- automatic exposure control
- tabletop motordrive and hand-held speed controller (tableside)
- technique selection using Xper module, available both tableside and in control room (Xper FD20, FD20/10)

7 ****NCVA672** **FD SmartMask** **1**

SmartMask simplifies the roadmapping procedures by overlaying on the live monitor fluoroscopy with a selected reference image.
The reference image can be faded in/out with variable intensity, controlled from tableside.
SmartMask uses the reference image displayed on the reference monitor.
Any previously acquired image can be used as reference.

SmartMask facilitates pre- and post- intervention comparisons to assess treatment results.

Compatible with
. Allura Xper FD20 rel.2 onwards
. Allura Xper FD10 rel.3 onwards

8 ****NCVA120** **Vascular Quantification SW Pkg (Xper)** **1**

Functions:
· vessel diameter / stenotic index;
· automated vessel analysis;
· calibration routines

Quantification Analysis functionality is available equally in control room using review module/monitor and also in the exam room using the Xper module and exam room monitor.

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

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

10 ****NCVA037** **A monitor ceiling suspension with 2 rows of 2 (4M)** **1**

11 ****980406041009** **Rad Shield w/ Arm (Contoured) 61X76** **1**

Contoured Rad Shield with Arm rest. 61X76

100206 Allura Xper FD20

Line #	Part #	Description	Qty
12	**980406160209	Mavig ceiling trak for RAD-Sheild	1
13	**980406233009	Examination Light (Uniflex R96)	1

Spring arm mounted examination light for cardiovascular applications to be mounted on new monitor suspensions.

14	**989801292097	CV Add OnSite Clin Educ 08h	1

Clinical Education Specialists will provide eight (8) hours of tailored CV OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEUs are not available in all cases. Please read Guidelines for more information, which will be provided to you during the scheduling process. Education Hours: Mon – Fri 8:00am to 5:00pm, except Monday and Friday are half-days to allow for trainer's travel. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. Education expires one (1) year from the earlier of equipment delivery date or purchase date. Ref#097-051217

15	**989801292099	CV Add OnSite Clin Educ 24h	1

Clinical Education Specialists will provide twenty-four (24) hours of tailored CV OnSite Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. Accreditation is not available in all cases. Please read Guidelines for more information, which will be provided to you during the scheduling process. Education Hours: Mon – Fri 8:00am to 5:00pm. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation. Education expires one (1) year from the earlier of equipment delivery date or purchase date.

16	**989801292102	CV Full Travel Pkg OffSite	2

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

100206 Allura Xper FD20

NET PRICE $1,077,494.00

Buying Group: NO CONTRACT Contract #: NONE

Addt'l Terms:

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

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

Price above does not include any applicable sales taxes.

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

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

Tax Status:

Taxable_____ Tax Exempt_____

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

Delivery/Installation Address:

_____

_____

_____

Invoice Address:

_____

_____

_____

Contact Phone #:

_____

Contact Phone #:

_____

Purchaser approval as quoted:

_____

Date:

_____

Title:

_____

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

Cardiovascular X-ray 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, Integrated Cath Lab, Philips IPC products and 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-indentified 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 in the documentation accompanying the products, 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 Customers 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 HERE IN AND 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.
- 16.12 **Additional Terms.** Schedule 1 to this Quotation is hereby incorporated herein and its additional terms shall apply solely to Customer's purchase of the Integrated Cath Lab, Cath Lab Patient Care Monitors, Interventional Patient Care Physiomonitoring Systems and Image IV PACS products as defined therein.

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 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.

Schedule 1
Integrated Cath Lab, Cath Lab Patient Care Monitors, IPC Physiomonitoring Systems, and Image IV PACS

For purchases of Philips Integrated Cath Lab, Cath Lab Patient Care Monitors, Standalone Interventional Patient Care ("IPC") Physiomonitoring Systems, and Image IV PACS, the following additional terms shall apply:

1. Definitions. 'Integrated Cath Lab' shall mean the combination of either an Xcelera Cardiology PACS system or Image IV PACS with a IPC Physiomonitoring System listed on one quotation (including WebForum, if purchased). "IPC Physiomonitoring Systems" shall mean IPC Physiomonitoring System purchased without an Xcelera Cardiology PACS system. "Cath Lab Patient Care Monitors" shall mean any Cath Lab Patient Care Monitor. "Image IV PACS" shall mean the IPC Image IV picture archive communication system. "PACS" shall mean the Xcelera Cardiology PACS system or Image IV PACS.

2. Product Warranty. Except for the additional limitations set forth in this section and section 3 of this Schedule, the warranty set forth in Sections 9.2-9.5 of Philips Terms and Conditions of Sale is the sole warranty for the Philips products subject to this Schedule 1. For upgrades to IPC Physiomonitoring Systems or Image IV PACS, the following warranty term shall apply and shall supersede Section 9.2 of the Philips Terms and Conditions of Sale:
(a) Software Upgrades. For a period of ninety (90) days from the date that a Licensed Software upgrade is available for first patient use, Philips warrants that such Licensed Software upgrade shall substantially conform to its documentation. Licensed Software upgrades do not include hardware costs.
(b) Hardware Upgrades. Philips warrants that any Philips-provided hardware purchased as a system upgrade or as a replacement part, with the exception of patient cables and/or disposable items (which have no warranty), shall be free from material defects in materials and workmanship under normal use and service for a period of ninety (90) days from the date available for first patient use.

3. Warranty Limitations. The following additional warranty exclusions shall apply under Section 9.4(b) of Philips Terms and Conditions of Sale: (a) use of a client device with less than a 100mbit connection to the Licensed Software; or (b) use of the Integrated Cath Lab internet Licensed Software, i.e. Webforum, on a workstation without a 3d video card as required in the quotation.

4. Training.
(a) Training shall be delivered on-site at Customer's premises. Training shall occur promptly after the date the Philips product is available for first patient use.
(b) Scope of Training. The training delivered by Philips is designed to provide Customer with the basic skills and knowledge necessary to properly operate the products in a patient care environment. Specific training topics include admitting patients, charting procedural/clinical data, sampling/analyzing hemodynamic data, generating and printing case reports, retrieving and reviewing patient data and images. The training is specifically not designed to provide Customer with the advanced skills necessary to customize the system or to create custom transcription templates for report generation. Training for these advanced functions is available as an additional purchase.
(c) Integrated Cath Lab. Philips shall provide five (5) eight-hour weekdays of classroom training.
(d) Philips shall provide the following training for the products below. Upgrades do not include training.

Product Purchased	Days of Training Provided
IPC Physiomonitoring Monitoring Systems with less than three Patient Care Monitors (each)	4
Image IV Cine Acquisition (each)	2
Image IV DICOM Server Gateway (2 clients)	2
Image IV DICOM Server Gateway (5 clients)	4
Image IV DICOM Server Gateway (10 clients)	6
Image IV DICOM Server Gateway (>15 clients)	8
Integrated Cath Lab	5

5. Customer Room Preparation Responsibilities. Customer is responsible for the all activities and costs necessary to prepare the facility for installation of the product by Philips. Customer's obligations include but are not limited to:
(a) providing an acceptable clean 120 VAC power source in reasonable proximity to the server and workstation components of the Philips products;
(b) running all cable in procedure room and network cable to workstations prior to installation. Philips shall provide and deliver one power cable for the servers hosting the Philips products, one cable for connecting the video monitor to the host server running the IPC Physiomonitoring licensed software, or the Image IV PACS Licensed Software, and one cable for each Cath Lab Patient Care Monitor to connect to the host server running the IPC Physiomonitoring Licensed Software or the Image IV PACS Licensed Software;
(c) providing all necessary conduit runs;
(d) providing slave monitor cradle or equipment yoke for procedure room video monitor;
(e) providing sufficient transducer cables with AMP 11/8 plug - male (206434-1) connector, including 4 transducer cables per Series IV system and 2 transducer cables per Patient Care Monitor system;
(f) providing a rack for the servers;
(g) providing any necessary repeaters or fiber optic components; and
(h) providing desks/workstation furniture for workstations

The above installation requirements are intend to provide a baseline for most implementations and a minimum Customer requirements itinerary. Configurations differ per quote and by Customer transaction. Accordingly, prior to execution of the Agreement, Customer shall engage with the applicable Philips Implementation team to obtain any other additional Customer installation preparation requirements in connection with the implementation resulting from unique attributes of Customer's environment and the size of the implementation.

6. Archive Requirement. Customer is required to have an archive for any PACSs system provided hereunder. If Customer provides its own archive, Customer is responsible for procuring any specialty software required to manage NAS/SAN capacity and allow the PACS to access the NAS/SAN. Customer is responsible for providing fiber channel switches, port upgrades, and other telecommunications and/or network hardware required for the Philips products to physically connect to the NAS/SAN, regardless of whether Philips provides

the NAS/SAN.

7. Certified Hardware. Philips shall install the Licensed Software solely on certified hardware pursuant to Philips' specifications. Customer shall not use the Licensed Software with any uncertified hardware.

8. Operating System Patches and Anti-Virus updates. Customer's installation or use of the following without prior validation testing from Philips: (i) operating system patches, updates or upgrades; (ii) anti-virus updates (except to the DAT files i.e. virus definitions); and/or (iii) upgrades to anti-virus search engines, (collectively 'Unauthorized Updates'), may impact the functionality and performance of the Licensed Software. Philips shall perform validation testing to certain Microsoft operating systems, and MacAfee and Symantec's anti-virus software during the warranty period. Philips shall have no obligation to validate any other third party operating system or anti-virus software. In the event Customer installs or uses Unauthorized Updates, Philips shall have no liability or responsibility for performance of the Licensed Software and the warranty shall be void.

9. Interfaces. Philips' obligation to provide any interfaces is expressly conditioned upon Customer having its HIS system enabled to send and receive HL7 messages to and from the applicable Philips products by the date Philips products are available for first patient use. In the event Customer has not fulfilled its interface obligations, Philips shall have the right, at its discretion, to terminate any interface obligations and to refund Customer any pre-paid amounts for interfaces against the applicable purchase order. Upon Philip's issuance of a refund in accordance with this section, Customer shall be deemed to have accepted the applicable Philips products. Any interfaces terminated shall be re-evaluated under a separate new sales contract.

10. Frequent Data Backup/Disaster Recovery Responsibility. Philips is not responsible for the development or execution of a business continuity/disaster recovery plan. Customer is responsible for performing frequent backups of any data, patient information or images residing on the repository database, on Philips products, or the archive.

11. Statement of Work. Professional services performed in connection with this transaction shall be performed pursuant to a Statement of Work, subject to the terms set forth in this Agreement.

12. Support Services. During the applicable product warranty period, Philips shall provide, at no charge to Customer, Philips' then-current in-warranty Medical IT Silver Level service.

Attachment II – Final Decision DN 98-1501

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

JOHN G. ROWLAND
GOVERNOR

RAYMOND J. GORMAN
COMMISSIONER

August 6, 1998

Mary Heffernan
Director, Planning and Government Relations
Bridgeport Hospital
267 Grant Street
Bridgeport, CT 06610

Re: Final Decision, Docket Number 98-1501
Bridgeport Hospital
Request to Waive CON Requirements for Replacement Medical Equipment
in Accordance with Section 7 of Public Act 98-150

Dear Ms. Heffernan:

On April 23, 1998, the Office of Health Care Access (OHCA) received the Certificate of Need application of Bridgeport Hospital regarding the acquisition of replacement equipment in the original cardiac catheterization laboratory and associated renovations, at a total capital expenditure of $1,600,000.

On July 27, 1998, OHCA received your letter requesting a waiver of the Certificate of Need (CON) process in accordance with Section 7 of Public Act (P.A.) 98-150, regarding the above proposal.

Please be advised that OHCA has reviewed the information submitted and makes the following findings regarding your request:

1. On September 2, 1982, Bridgeport Hospital received Certificate of Need authorization issued under Docket Number 82-516, for the acquisition of a cardiovascular laboratory and angiography suite including cardiac catheterization equipment, at a capital cost not to exceed $2,381,613.

2. The replacement value or expenditure for the requested replacement cardiac catheterization equipment is not more than the original cost, plus an increase of ten percent for each twelve month period that has elapsed since September 2, 1982.

3. The projected total capital expenditure for the acquisition of replacement equipment in the original cardiac catheterization laboratory and associated renovations, is $1,600,000, which is below the maximum allowable replacement expenditure established in Section 7 of P.A. 98-150.

Based on the above findings, OHCA has determined that the proposed acquisition of replacement equipment in the original cardiac catheterization laboratory meets the requirements of Section 7 of P.A. 98-150. Consequently, the proposed acquisition of replacement equipment in the original cardiac catheterization laboratory and associated renovations is approved by OHCA and a Certificate of Need is granted for the replacement.

Thank you for informing OHCA of your plans regarding this replacement project. If you have any questions regarding this letter, please contact Kimberly Martone, Associate Health Care Analyst, at OHCA at (860) 418-7001.

Sincerely,

Carl G. Hooper
Director, Certification Unit

Cc: Rose McLellan, Processing Technician DHSR, DPH

Cert\prgm_svc\decision\981501rep

Attachment III – DPH License

STATE OF CONNECTICUT

Department of Public Health

LICENSE

License No. 0040

General Hospital

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

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

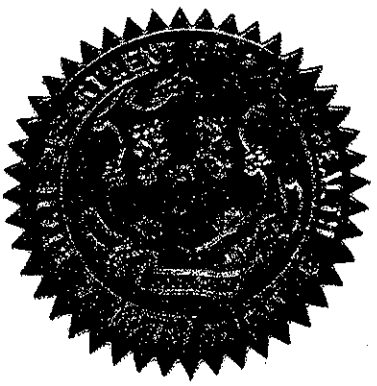
Bridgeport Hospital is located at 267 Grant Street, Bridgeport, CT 06610

The maximum number of beds shall not exceed at any time:
30 Bassinets
395 General Hospital beds

This license expires **March 31, 2008** and may be revoked for cause at any time.

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

Satellites
Geriatric Partial Hospital, 305 Boston Avenue, Stratford, CT
Child Partial Hospital, 305 Boston Avnue, Stratford, CT
Bridgeport Hospital Primary Care Center, 226 Mill Hill Avenue, Bridgeport, CT
Psychiatric Adult Partial Hospital Program, 305 Boston Avenue, Stratford, CT



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

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

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

November 8, 2007

Augusta Mueller
Director, Planning
Bridgeport Hospital
267 Grant Street
P.O. Box 5000
Bridgeport, CT 06610-0120

Re: Letter of Intent, Docket Number 07-31050
Bridgeport Hospital
Acquisition of a Third Catheterization Laboratory
Notice of Letter of Intent

Dear Ms. Mueller:

On October 15, 2007, the Office of Health Care Access ("OHCA") received the Letter of Intent ("LOI") Form of Bridgeport Hospital ("Applicant") for the Acquisition of a Third Catheterization Laboratory, at a total capital expenditure of $2,830,101.

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

Sincerely,

Kimberly R. Martone
Certificate of Need Supervisor

KRM:lmg

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

November 8, 2007

Requisition # HCA08-083
Fax: (203) 384-1158

Connecticut Post
410 State Street
Bridgeport, CT 06604-4560

Gentlemen/Ladies:

Please make an insertion of the attached copy, in a single column space, set solid under legal notices, in the issue of your newspaper by no later than **Monday, November 12, 2007.**

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

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

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

KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,

Kimberly R. Martone
Certificate of Need Supervisor

Attachment

KRM:SWL:lmg

c: Sandy Salus, OHCA

Connecticut Post
Docket Number 07-31050

Letter of Intent
November 8, 2007

PLEASE INSERT THE FOLLOWING:

Statute Reference:	19a-639
Applicant:	Bridgeport Hospital
Town:	Bridgeport
Docket Number:	07-31050
Proposal:	Acquisition of a Third Catheterization Laboratory
Capital Expenditure:	$2,830,101

The Applicant may file its Certificate of Need application between December 14, 2007 and February 12, 2008. Interested persons are invited to submit written comments to Cristine A. Vogel, Commissioner Office of Health Care Access, 410 Capitol Avenue, MS13HCA P.O. Box 340308 Hartford, CT 06134-0308.

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

****
*** TX REPORT ***
****

TRANSMISSION OK

TX/RX NO	2855
RECIPIENT ADDRESS	912033841158
DESTINATION ID	
ST. TIME	11/08 13:05
TIME USE	00'22
PAGES SENT	2
RESULT	OK

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

November 8, 2007

Requisition # HCA08-083
Fax: (203) 384-1158

Connecticut Post
410 State Street
Bridgeport, CT 06604-4560

Gentlemen/Ladies:

Please make an insertion of the attached copy, in a single column space, set solid under legal notices, in the issue of your newspaper by no later than **Monday, November 12, 2007.**

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

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

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

KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,

Kimberly R. Martone

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

November 7, 2007

Augusta Mueller
Director of Planning
267 Grant Street
P.O. Box 5000
Bridgeport, CT 06610

RE: Certificate of Need Application Forms, Docket Number 07-31050-CON
Bridgeport Hospital
Acquisition of a Third Catheterization Laboratory

Dear Ms. Mueller:

Enclosed are the application forms for Bridgepor Hospital's Certificate of Need ("CON") proposal for the acquisition of a third catheterization laboratory with an associated capital expenditure of $2,830,101. According to the parameters stated in Section 19a-639 of the Connecticut General Statutes the CON application may be filed between December 14, 2007, and February 12, 2008.

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

The analyst assigned to the CON application is Steven W. Lazarus. Please feel free to contact him at (860) 418-7012, if you have any questions.

Sincerely,

Kimberly Martone
Certificate of Need Supervisor

Enclosure

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: _____ PROJECT TITLE: _____ DATE: _____	FOR OHCA USE ONLY: DATE INITIAL 1. Check logged (Front desk) _____ _____ 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 $3,000,000 is checked above OR if both 19a-638 and 19a-639 are checked): a. Base fee: _____ b. Additional Fee: (Capital Expenditure Assessment)_____ (To calculate: Total requested Capital Expenditure/Cost excluding capitalized financing costs multiplied times .0005 and round to nearest dollar.) ($_____ x .0005) c. Sum of base fee plus additional fee: (Lines A4a + A4b)_____ d. Enter the amount shown on line A4c. on "Total Fee Due" line (SECTION B).	$ 1,000.00 $_____.00 $_____.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 will be an acceptable response. Your Certificate of Need application will be eligible for submission no earlier than December 14, 2007, and may be submitted no later than February 12, 2008. The Analyst assigned to your application is Steven W. Lazarus and he may be reached at the Office of Health Care Access at (860) 418-7001.

Docket Number: 07-31050-CON

Applicant Name: Bridegport Hospital

Contact Person: Augusta Mueller
Contact Title: Director of Planning
Bridgeport
Contact Address: 267 Grant Street
P.O. Box 5000
Bridgeport, CT 06610

Project Location: Bridgeport

Project Name: Acquisition of a Third Catheterization Laboratory

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

Est. Capital Expenditure: $2,830,101

1. Expansion of Existing or New Service

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

Augment: _____

_____

Replace: _____

_____

2. State Health Plan

No questions at this time.

3. Applicant's Long Range Plan

Is this application consistent with your long-range plan?

☐ Yes ☐ No

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

4. Clear Public Need

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

i) Provide the following information:

a) Primary and secondary service area towns for the proposed service.

b) Please explain the rationale for choosing the proposed service area towns.

c) For the existing cardiac catheterization laboratories, provide volume by procedure in a table format for the past three fiscal years by zip code.

d) Please separate the volume reported in 4(A)(c) by inpatient, outpatient and emergent.

e) Hours of operation of existing catheterization laboratories *and* the proposed third laboratory.

ii) Identify the existing providers of the proposed service in your service area.

iii) Provide the information as outlined in the following table concerning the existing providers' in the Applicant's total service area:

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

[1] If proposal concerns imaging equipment, provide a description of the equipment used by the Provider, if known. For Cardiac catheterization laboratories, include type of laboratory and type of procedures performed, i.e. diagnostic and/or invasive.
[2] Specify days of the week and start and end time for each day.
[3] Number of procedures performed in specified laboratory by Provider for the most recent 12 month period, if known.

iv) Provide the units of service projected for the first three years of operation of each of the three laboratories. **Include the derivation/calculation.**

B. 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.

C. 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-Mental Society Council for Services Administration Radiation Oncology
☐ American College of Radiology
☐ Substance Abuse and Health

☐ Other: Specify _____

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

C. 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.

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

☐ DPH
☐ JCAHO
☐ Fire Marshall Report
☐ Other States Health Dept. Reports (new out-of-state providers)
☐ AAAHC
☐ AAAASF

☐ Other: _____

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

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

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

G. 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.

[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.

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

☐ Yes ☐ No

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

C. Provide the following licensing information:

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

ii) The DPH licensure category you are seeking.

iii) If not applicable, please explain why.

8. Financial Information

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

☐ Corporation (Inc.) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Professional Corporation (PC)

☐ Joint Venture ☐ Other (Specify): _____

B. Provide the following financial information:

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)

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. Relocation Information

A. Provide a detailed description of the proposed relocation of the EP laboratory and any related renovations including the related gross square feet of 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 renovations will affect the delivery of patient care.

E. Provide the following information regarding the proposed schedule for renovations:

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:

1.	What is the useful life of the equipment?	___ Years
2.	Please submit a copy of the vendor quote or invoice as an attachment.	
3.	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: (Check all which apply)

☐ Applicant's equity:

Source and amount:

Operating Funds Source/Entity Name Available Funds	$ _____ _____ _____
Contributions	$ _____
Funded depreciation	$ _____
Other	$ _____

13. Revenue, Expense and Volume Projections

A.1. Payer Mix Projection

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

Total Facility Description	Current Payer Mix	Year 1 Projected Payer Mix	Year 2 Projected Payer Mix	Year 3 Projected Payer Mix
Medicare*	%	%	%	%
Medicaid* (includes other medical assistance)				
CHAMPUS and TriCare				
Total Government Payers				
Commercial Insurers*				
Uninsured				
Workers Compensation				
Total Non-Government Payers				
Total 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 have Tax Exempt Status? ☐ Yes ☐ No

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

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

ii) 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.). *Note: Include consideration of the Deficit Reduction Act of 2005 and the reduction of Medicaid and Medicare reimbursements in the development of the financial projections.*

iii) Please provide three years of projections of incremental revenue, expense, and volume statistics attributable to the proposal *by payer*. Please complete CON Financial Attachment II.

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

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

vi) Describe how this proposal is cost effective.

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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:

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

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

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

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

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