FAX TRANSMISSION

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FAX #: (860) 418-7053
TO: Commissioner Cristine Vogel
Office of Health Care Access

FROM: Michele M. Volpe

DATE: March 14, 2008

PAGES: 28 including this page
MATTER #: 032228

SUBJECT: Orthopaedic & Neurosurgery Specialists, P.C.
Letter of Intent
Replacement of 1.0 Tesla MRI Unit

RECEIVED
2008 MAR 14 P 1:04
CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

CONFIDENTIALITY NOTICE
Please note that the information contained in this fax is confidential and privileged and is intended only for use by the named receiver. If you have received this fax in error, please call 203-777-5800. Any use of this fax or its contents, including any dissemination or copying, is prohibited. Attorneys receiving this fax in error are directed to review ABA formal ethics opinion no. 92-368.

COMMENTS:

Please see attached.

Thank you.

BERSHTEIN, VOLPE & McKEON P.C.
ATTORNEYS AT LAW
105 COURT STREET, THIRD FLOOR
NEW HAVEN, CONNECTICUT 06511
203-777-5800
Fax: 203-777-5806

Michele M. Volpe
Direct Dial (203) 777-6995

March 14, 2008
Via Facsimile # 860 418 7053
and First Class USPS Mail

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2008 MAR 14 P 1:04
CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

Commissioner Cristine Vogel
Office of Health Care Access
410 Capitol Avenue, MS#13HCA
P.O. Box 340308
Hartford, Connecticut 06134-0308

Re: Orthopaedic & Neurosurgery Specialists, P.C.
Replacement of 1.0 Tesla MRI Unit

Dear Commissioner Vogel:

Enclosed please find an original and three (3) copies of a Form 2030 Letter of Intent regarding the replacement of an existing 1.0 Tesla MRI with a 1.5 Tesla MRI at 10 Valley Road, Greenwich Office Park, Greenwich, Connecticut by Orthopaedic & Neurosurgery Specialists, P.C.

Please do not hesitate to contact me if you have any questions or require additional information.

Thank you.

Very truly yours,

Michele M. Volpe

MMV/bt
Enclosure

cc: Dr. Mark Camel, Dr. John Crowe, Dr. Seth Miller

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 the Applicant(s), pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please complete and submit Form 2030 to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

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

	Applicant One	Applicant Two
Full legal name	**Orthopaedic & Neurosurgery Specialists, P.C.**	
Doing Business As	**Same**	
Name of Parent Corporation	**Not applicable**	
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail (Zip Code Required)	**6 Greenwich Office Park 10 Valley Road Greenwich, CT 06831**	
Identify Applicant Status: P for Profit or NP for Nonprofit	**For Profit**	
Does the Applicant have Tax Exempt Status?	Yes No **X**	Yes No
Contact Person, including Title/Position: This Individual will be the Applicant Designee to receive all correspondence in this matter.	**Mark H. Camel, M.D. Vice President**	**Michele M. Volpe Attorney for Petitioner**
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail (Zip Code Required)	**Orthopaedic & Neurosurgery Specialists, P.C. Greenwich Office Park 10 Valley Road Greenwich, CT 06831**	**Bershtein, Volpe & McKeon, P.C. 105 Court Street 3rd Floor New Haven, CT 06511**
Contact Person Telephone Number	**Phone: (203) 869-1145 Ext 616**	**Phone: (203) 777-6995**

Contact Person Fax Number	**Fax: (203) 869-7654**	**Fax: (203) 777-5806**
Contact Person e-mail Address	**camel@onsmd.com**	**michelemvolpe@aol.com**

SECTION II. GENERAL APPLICATION INFORMATION

a. Project Title: **Replacement of 1.0 Tesla MRI Unit at 10 Valley Road, Greenwich Office Park, Greenwich, Connecticut with a 1.5 Tesla MRI Unit**

b. Project Proposal: **Replace 1.0 Tesla MRI Unit with a 1.5 Tesla MRI Unit**

c. Type of Project/Proposal, please check all that apply:

Inpatient Service(s):

☐ Medical/Surgical ☐ Cardiac ☐ Pediatric ☐ Maternity
☐ Trauma Center ☐ Transplantation Programs
☐ Rehabilitation *(specify type)* _____
☐ Behavioral Health (Psychiatric and/or Substance Abuse Services)
☐ Other Inpatient *(specify)*

Outpatient Service(s):

☐ Ambulatory Surgery Center ☐ Primary Care ☐ Oncology
☐ New Hospital Satellite Facility ☐ Emergency ☐ Urgent Care
☐ Rehabilitation *(specify type)* _____ ☐ Central Services Facility
☐ Behavioral Health (Psychiatric and/or Substance Abuse Services)
☐ Other Outpatient *(specify)*

Imaging:

☒ MRI ☐ CT Scanner ☐ PET Scanner
☐ CT Simulator ☐ PET/CT Scanner ☐ Linear Accelerator
☐ Cineangiography Equipment ☐ New Technology: _____

Non-Clinical:

☐ Facility Development ☐ Non-Medical Equipment ☐ Renovations
☐ Change in Ownership or Control ☐ Land and/or Building Acquisitions
☐ Organizational Structure (Mergers, Acquisitions, & Affiliations)
☐ Other Non-Clinical: _____

d. Does the proposal include a Change in Facility (F), Service (S)/Function (Fnc) pursuant to Section 19a-638, C.G.S.?

☐ Yes ☒ No

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

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

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

☐ Reduction ☐ Change in Ownership/Control

e. Will the Capital Expenditure/Cost of the proposal exceed $3,000,000, pursuant to Section 19a-639, C.G.S.?

☐ Yes ☒ No

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

☐ New equipment acquisition and operation

☐ Replacement equipment with disposal of existing equipment

☐ Major medical equipment

☐ Change in ownership or control

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

10 Valley Road, Greenwich Park, Valley Drive, Greenwich, CT 06831

g. List each town this project is intended to serve: **This project will serve the patient population of Applicant. This includes, but is not limited to, the following Connecticut towns: Greenwich, encompassing Cos Cob, Old Greenwich, Riverside and Byram; Darien; Fairfield; New Canaan; New Fairfield; Norwalk; Stamford; and Westport.**

h. Estimated starting date for the project: **September 1, 2008**

i. If the proposal includes change in the number of beds provide the following information: **NA**

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

SECTION III. ESTIMATED CAPITAL EXPENDITURE/COST INFORMATION

a. Estimated Total Project Expenditure/Cost: **$1,600,000.00**

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

Major Medical Equipment Purchases*	
Medical Equipment Purchases*	1,450,000.00
Non-Medical Equipment Purchases*	
Land/Building Purchases	
Construction/Renovation	150,000.00
Other (Non-Construction) Specify:_____	
Total Capital Expenditure	
Major Medical Equipment – Fair Market Value of Leases 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	
Total Project Cost	1,600,000.00
Capitalized Financing Costs (Informational Purpose Only)	

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

***See attached Siemens quote for the proposed 1.5Telsa MRI Unit to replace the existing 1.0 Tesla MRI Unit.**

c. If the proposal has a total capital expenditure/cost exceeding $20,000,000 or if the proposal is for major medical equipment exceeding $3,000,000, you may request a Waiver of Public Hearing pursuant to Section 19a-643-45 of OHCA's Regulations? Please check your preference. **NA**

☐ Yes ☐ No

1. If you checked "Yes" above: please check the appropriate box below indicating the basis of the projects eligibility for a waiver of hearing

   ☐ Energy Conservation ☐ Health, Fire, Building and Life Safety Code

   ☐ Non Substantive

2. Provide supporting documentation from elected town officials (i.e. letter from Mayor's Office).

d. Major Medical and/or Imaging Equipment Acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
MRI	**Siemens**	**1.5T**	**1**	**$1,600,000.00 *includes sales and use tax, delivery and installation and removal of old unit**

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

e. 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

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

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

Orthopaedic & Neurosurgery Specialists, P.C. ("ONS" or the "Practice") is a combined orthopedic and neurosurgical private physician practice located in Greenwich, Connecticut. The Practice is currently comprised of orthopedic surgeons, neurosurgeons, physiatrists, a sports medicine physician, a radiologist, physician assistants and nurses. All of the physicians are either Board Eligible or Board Certified in their specialties and all professionals are licensed to practice in Connecticut.

The Practice also operates an on-site radiology suite, which is used for diagnostic radiology services and selected interventional physiatry procedures that treat pain using precisely placed injections guided by a specially equipped fluoroscopic unit. Diagnostic imaging services are provided by radiology technicians employed by ONS.

The Practice offers orthopedic, neurosurgical and radiological professional services. Additionally, the Practice offers those services that are ancillary to the practice of orthopedics and neurosurgery, such as physical therapy and pain management.

Currently, the Practice performs MRIs scanned in a GE Gold Xtend Signa, 1.0 Tesla LX HiSpeed MR System at its Greenwich Office Park location. This Unit was purchased in accordance with CON Determination Report 06-307904-DTR. The Practice would like to replace its 1.0 Tesla MRI unit with the 1.5 Tesla Siemens unit to offer its patients access to the highest quality scans. The Practice is committed to providing its patients with increased access to the most up-to-

date technology, despite the fact that expenses associated with such technology have increased while reimbursement for such services has decreased.

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

Replacement of the 1.0 Tesla with a 1.5 Tesla MRI Unit will allow the Practice to provide its patients with access to the most current state-of-the-art high quality scans due to its higher Tesla strength and ease of use. The higher Tesla strength of the 1.5 Tesla MRI Unit will provide greater imaging quality than the Practice's current unit. Replacing the older unit with new the Siemens 1.5 Tesla unit will allow the Practice to better service the needs of its patients and will facilitate the Practice's continued provision of integrated, comprehensive, quality patient care at its physician office.

This project represents an improvement in the quality of patient care delivered by the Practice, as measured by the superior quality of the MRI scan and the ease of use of the replacement MRI unit for both physicians and patients. The proposed 1.5 Tesla MRI Unit has a wider bore that will provide greater comfort to all patients, including claustrophobic and larger/heavier patients. The proposed 1.5 Tesla MRI Unit will also allow the Practice to conduct "cartilage mapping," which the current 1.0 Tesla MRI Unit does not permit. Cartilage mapping through the higher Tesla strength magnet will allow the Practice to detect damage or injury earlier than the lower strength MRI Unit that the Practice currently maintains. Such earlier detection will necessarily lead to quicker diagnoses, recovery timeframes and earlier proactive measures that may prevent further damage or injury.

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

The target population to be served will be the same as the existing population being served by the Practice with its current unit. Specifically, the population to be served will include patients of the Practice who require MRI services.

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

The existing 1.0 Tesla MRI Unit that is operating at the Practice's location cannot be further upgraded and has reached the end of its useful life. Because the 1.5 Tesla unit is of superior quality and will enable the Practice to provide higher quality studies of which the existing scanner is not capable, it is imperative from a quality perspective that the current unit is replaced. Moreover, the 1.5 Tesla MRI Unit has a wider bore than the current 1.0 Tesla MRI Unit. The wider bore improves patient comfort for all patients, especially those who are claustrophobic or larger/heavier (athletic build). The 1.5 Tesla MRI Unit will provide consistent, reliable, higher quality images with this replacement MRI magnet and updated software that will enhance and improve diagnoses and recovery.

The proposed replacement 1.5 Tesla MRI Unit will also allow the Practice to offer and meet the needs of patients who would benefit from "cartilage mapping," which the current MRI unit does not allow. Cartilage mapping is a method of early detection, visualization and mapping of cartilage in areas of the body to assess injury, such as structural or micro damage and osteoarthritis. In addition, cartilage mapping is a method used for follow-up assessment after treatment.

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

Yes. Greenwich Hospital in Greenwich, CT.

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

Upon approval, the Practice's acquisition of the 1.5 Tesla MRI Unit will benefit the health care delivery system in Connecticut by providing increased patient access to high-quality MRI services and improving overall patient care. The 1.5 Tesla MRI Unit will produce better diagnostic quality images than the currently operating 1.0 Tesla MRI Unit which cannot be upgraded. The 1.5 Tesla MRI Unit will provide reliable high-quality images. The existing 1.0 Tesla MRI Unit is currently experiencing malfunctions and repairs. Additionally, the 1.5 Tesla MRI Unit has a wider bore, which allows larger/heavier (a large percentage of the Practice's patients are athletes or former athletes with athletic builds) and claustrophobic patients easier access, better imaging and an improved overall MRI scanning experience. Replacement of the current MRI unit with the Siemens 1.5 Tesla unit will allow patients to have access to and receive the highest quality state-of-the-art MRI imaging services from the Practice.

7. Who will be responsible for providing the service?

MRI services are, and shall be moving forward, provided by licensed radiology technicians employed by the Practice to patients of the Practice. All MRI imaging studies are read by a radiologist employed by the Practice.

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

Payers presently include, but may not be limited to, insurance companies, Medicare and private pay patients. No changes to the payer mix are anticipated.

AFFIDAVIT

To be completed by each Applicant

Applicant: **Orthopaedic & Neurosurgery Specialists, P.C.**

Project Title: **Replacement of 1.0 Tesla MRI Unit With a 1.5 Tesla MRI Unit By a Private Physician Practice At Its Greenwich, CT Office Location**

I, **John Frederick Crowe, M.D.** , **President**
(Name) (Position – CEO or CFO)

of **Orthopaedic & Neurosurgery Specialists, P.C.** being duly sworn, depose and state that the information provided in this CON Letter of Intent (Form 2030) is true and accurate to the best of my knowledge, and that **Orthopaedic & Neurosurgery Specialists, P.C.** complies with the
(Facility Name)
appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

JFC, MD 3/13/08
Signature Date

Subscribed and sworn to before me on March 13, 2008

Jane V. Barratt
Notary Public/Commissioner of Superior Court

JANE V. BARRATT
Notary Public
My Commission Expires April 30, 2009

My commission expires: April 30, 2009

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2008 MAR 14 P 1:04
CONNECTICUT OFFICE OF HEALTH CARE ACCESS

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Orthopaedic & Neurological Surgery

6 Greenwich Office Park
Greenwich, CT 06831

Proposal: 1-A951-2 Date: 3/6/2008
Elizabeth Dermody

LOCAL SALES OFFICE: Boston
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway Mail Stop K14
Malvern, PA 19355
Phone: (781) 203-6000 Fax: (866) 306-6687

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

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

MAGNETOM Espree

Quote includes a Trade-in which is Valid till April 11, 2008

Order is contigent on CON approval by the State of Conn.

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

DELIVERY SUBJECT TO AVAILABILITY
FREIGHT CHARGES AND TAXES, IF ANY, ARE PAYABLE UPON RECEIPT OF INVOICE.
WARRANTY: See specific product line attachment definitions.
THIS QUOTATION IS IN US DOLLARS AND IS VALID FOR 45 DAYS.
TERMS OF PAYMENT: 10% Down, 80% Delivery, 10% Installation

Siemens Medical Solutions USA, Inc.

SUBMITTED BY: _____ (signature)
NAME: Elizabeth Dermody
TITLE: Siemens' REPRESENTATIVE
DATE: 3/6/2008

CUSTOMER'S ACCEPTANCE:

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

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Orthopaedic & Neurological Surgery

[redacted]
Proposal: 1-A951-2 Date: 3/6/2008

6 Greenwich Office Park
Greenwich, CT 06831

Quote #	Quote Name	Revision	Terms of Payment
1-AH4NT3	MAGNETOM Espree	7	10% Down, 80% Delivery, 10% Installation

FOB: Destination

RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

	Part #	Description	Extended Net Price
		MAGNETOM Espree	
1	07584514	**MAGNETOM Espree - System**	

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

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S...nens Medical Solutions USA, Inc.

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Orthopaedic & Neurological Surgery

[redacted]
Proposal: 1-A951-2 Date: 3/6/2008

6 Greenwich Office Park
Greenwich, CT 06831

RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14405343	I-class #Tim	

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

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

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

1	14401433	Label Tim [32x8] #Es	

Label on the front cover displaying the Tim level of the system.

1	08464872	PC Keyboard US english #Av	

Standard PC keyboard with 101 keys.

1	14401434	Cover Satin White #Es	

The color of the main face plate cover with integrated control panel and table display is Translucent Teal. The table elevator cover and adjoining upper left cover are presented in an optically appealing Satin White design.

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Orthopaedic & Neurological Surgery

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Proposal: 1-A951-2 Date: 3/6/2008

RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14401451	**Standard Patient Matrix Table #Es**	

The patient table is mounted directly to the magnet assembly. The table can support up to 250 kg (550 lbs) patients with unrestricted vertical and horizontal movement.

Qty	Part #	Description	Extended Net Price
1	14407344	**4-channel Flex Coil Pckg #Tim (1.5 sys)**	

The 4-channel Flex Coil Kit offers a set of flexible coils with the capability for parallel imaging for easy and quick examinations of a large variety of different anatomies. The following items are included: - 4-channel Flex coil, large - Wrap-around coil made of soft and flexible material - Capable of parallel imaging with iPAT factors up to 2 (iPAT² up to 4) - For applications such as imaging of large regions, e.g. medium to large shoulders, hip and knee - 4-channel Flex coil, small - Wrap-around coil made of soft and flexible material - Capable of parallel imaging with iPAT factors up to 2 (iPAT² up to 4) - For applications such as imaging of small regions, e.g. small to medium shoulders, wrist, elbow and ankle - 4-channel Flex Coil Interface - For connection of e.g. the large or small 4-channel Flex coil

Qty	Part #	Description	Extended Net Price
1	08464989	**PMU Bluetooth Physio Control #Av**	

Physiological Measurement Unit (PMU) - Wireless Physio Control for wireless triggering, synchronizes the measurement with the physiological cycles of cardiac and/or respiratory motion. Wireless technology for all sensors allows fast and easy patient set-up and comfort, and robust cardiac or respiratory signal transmission as it eliminates the need to attach cables to the patient. The Wireless Physio Control contains wireless VCG, respiration and pulse sensors and a charging station as all sensors are powered by rechargeable batteries.

Qty	Part #	Description	Extended Net Price
1	14402526	**BLADE #Tim**	

Motion and flow insensitive multi-shot Turbo Spin Echo (TSE) sequence for all body regions with optional inter-shot motion correction.

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Orthopaedic & Neurological Surgery

[redacted]
Proposal: 1-A951-2 Date: 3/6/2008

6 Greenwich Office Park
Greenwich, CT 06831

RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14405224	**Composing syngo #Tim**	

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

Qty	Part #	Description	Extended Net Price
1	07820074	**Inline Diffusion #Av**	

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

Qty	Part #	Description	Extended Net Price
1	08464815	**Body Matrix Coil #Av**	

The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. The Body Matrix Coil features: - 6-element design with 6 integrated preamplifiers, with 2 clusters of 3 elements each - Operated depending on the Matrix Coil Mode as a 2-channel coil (CP Mode), 4-channel coil (Dual Mode) or 6-channel coil (Triple Mode) - Operates in an integrated fashion with the Spine Matrix coil (2 rings of 6 elements each = 12-element design) - Can be combined with further Body Matrix coils for larger coverage - No coil tuning - iPAT-compatible Applications: - Thorax (incl. heart) - Abdomen - Pelvis - Hip Can be combined with: - Head Matrix coil - Neck Matrix coil - Spine Matrix coil - Additional Body Matrix coils (typically 2-3 in total) for additional anatomical coverage - PA Matrix coil (Peripheral Angio Matrix; optional) - All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large) - CP Head Array coil - Endorectal coils

Qty	Part #	Description	Extended Net Price
1	14405244	**Shoulder Array Coil #Es**	

This iPAT compatible coil for examinations of the left or right shoulder consists of a base plate and two receive array coil attachments available in different sizes, these will be attached and can be relocated on the basis plate.

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RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	08465028	**Coil Storage Cart #Av**	
	Its dimensions are: Width 140 cm (4' 7") when closed and 280 cm (10' 10") when opened, depth 55 cm (22") and height 127 cm (4' 2").		
1	14401443	**Cable Set syngo 11/9 #Es**	
	Cable length inside the cabin 11 m, cable length outside the cabin 9 m. Inclusive Ethernet Twisted Pair Adapter and 10 m cable.		
1	14401476	**Venting kit air freight**	
	Overpressure valve as a transport safety device for cold delivery of the magnet by air (designed for air pressure conditions below atmospheric during transport by plane).		
1	05672105	**Helium Fill 30/60 H,S,SON**	
1	08465481	**Chiller, 60 Hz #Av**	
	The KKT KCC 215 is a dedicated MAGNETOM Avanto and Espree 20°C chiller. The chiller has to be used in combination with the IFP (Interface Panel). This applies if no chilled water supply is available at all on-site. The IFP is included in delivery.		
1	08465309	**Chiller Soft Start, 60 Hz #Av**	
	The purpose of the soft start option is the smooth start up of the compressor units.		

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[redacted]
Proposal: 1-A951-2 Date: 3/6/2008

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RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	08857828	UPS Cable #Tim	
	Power cable for the UPS-system UPS Powerware PW 9125-3000i (8857810) at the ACC of the MAGNETOM Tim systems for backing up the computer. Standard cable length 9 m.		
		MAGNETOM Espree - Local	
1	MR_STD_RIG_INST	MR Standard Rigging and Installation	
1	4MR5142869	Armrest #MR	
		MR Clinical Education - Local	
1	MR_INITAL_32	Initial onsite training 32 hrs	

SIEMENS

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[redacted]
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RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	MR_FOLLOWUP_24	Follow-up training 24 hrs	
	MR_ADD_32	Additonal onsite training 32 hours	
1	MR_SYNGO_BCLS	Basic syngo MR Class	
1	MR_SYNGO_BCLS	Basic syngo MR Class	
1	MR_SYNGO_AVCLS	Advanced syngo MR Class	
1	MR_TECH_SYMP	Siemens Technologists Symposium	
1	MR_PM	MR Project Management	

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Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Orthopaedic & Neurological Surgery

6 Greenwich Office Park
Greenwich, CT 06831

[redacted]
Proposal: 1-A951-2 Date: 3/6/2008

RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	CHILINST_AVT	Chiller Start-up and Warranty for TIM	
1	CPS9833UP150	Mitsubishi UPS 150KVA	
1	MR_TRADE_IN_ALLOW	Trade-in GE Signa Project # 9673-01 ($60,000)	

Quote #1-AH4NT3 Extended Total: $1,355,631

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

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OPTIONAL Items for Quote #1-AH4NT3 Revision 7 (Not Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	MR_STD_DEINSTALL	MR Standard De-Installation	$0
	MR_BTL_DEINSTALL	MR Standard De-Installation - BTL	$15,000
1	M3SSMREPICBC	Medrad Spectris Solaris EP Injector ICBC	$36,170
1	14405341	Mapit syngo #Tim	$7,605

Based on the T1, T2 or T2* properties of the cartilage syngo ParametricMap allows the early detection of osteoarthritic break down of cartilage structures even before morphological changes occur. The method supports therapeutic decisions in individual patients and can be used to control treatments non-invasively, replacing surgeries or biopsies. The assessment of T1, T2 and T2* properties of tissues in other body regions is also possible. syngo ParametricMap provides very fast 2D and 3D high resolution imaging sequences and the inline calculation of parametric maps for the T1, T2 and T2* properties of the imaged tissue.

1	14405274	8-channel Foot/ Ankle Coil #Es	$40,950

The 8-channel foot-ankle coil is an iPAT-compatible "no-tune" receiver coil for the examination of the foot and the ankle joint.

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OPTIONAL Items for Quote #1-AH4NT3 Revision 7 (Not Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	**14401452**	**Remov. Matrix Table w.Trolley #Es**	**$26,000**

The patient table is mounted directly to the magnet assembly. The table can support up to 200 kg (440 lbs) patients with unrestricted vertical and horizontal movement. The removable table allows docking of the table top with a trolley for preparing patients outside the scan room for maximum flexibility and speed.

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FINANCING:

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

ACCESSORIES:

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

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Terms and Conditions of Sale

1. GENERAL

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

1.2 Acceptance. An order shall be binding on Seller only after a credit approval and an order confirmation have been issued by Seller, and shall be subject to Seller's on-going credit review and approval. Acceptance is expressly made conditional on Purchaser's acceptance of these terms and conditions. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

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

1.4 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller and not required for the operation and use of the Products, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these products on its own, (b) the products are being acquired by Seller solely at the request of and for the benefit of Purchaser, in order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional, (f) Purchaser will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, and (g) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party.

2. PRICES

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

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

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

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

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

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

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

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

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

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Terms and Conditions of Sale

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

4.6 Financing. Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this Agreement, including but not limited to Sections 4.1 o[illegible]2 above.

5 [illegible]PORT TERMS

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

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

6. DELIVERY, RISK OF LOSS

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

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

(a) For Products that do not require installation by Seller or its authorized agent or subcontractor, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller or its authorized agent or subcontractor, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of the installation by Seller or its authorized agent or subcontractor.

(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of the Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making a claim against the carrier.

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

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

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment has been made.

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

9. FORCE MAJEURE

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

10. WARRANTY

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

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

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Terms and Conditions of Sale

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

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

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

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

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

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

11. LIMITATION OF LIABILITY

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

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

12. INSTALLATION - ADDITIONAL CHARGES

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

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

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

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

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

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

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

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

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

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

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Terms and Conditions of Sale

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

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

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

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

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

15 ENGINEERING CHANGES

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

16. ASSIGNMENT

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

17. DAMAGES, COSTS AND FEES

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

18. MODIFICATION

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

19. GOVERNING LAW; WAIVER OF JURY TRIAL

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

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

20. COST REPORTING

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

21. INTEGRATION

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

22. SEVERABILITY; HEADINGS

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

23. WAIVER

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

24. NOTICES

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

25. RIGHTS CUMULATIVE

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

26. END USER CERTIFICATION

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

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

SIEMENS

...mens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Software License Schedule To The Siemens Medical Solutions USA, Inc. Terms and Conditions of Sale

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"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.

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SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

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Revised 03-15-03

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BERSHTEIN, VOLPE & McKEON P.C.
ATTORNEYS AT LAW
105 COURT STREET, THIRD FLOOR
NEW HAVEN, CONNECTICUT 06511
203-777-5800
Fax: 203-777-5806

Michele M. Volpe
Direct Dial (203) 777-6995

RECEIVED
2008 MAR 18 A 11:43
CONNECTICUT OFFICE OF HEALTH CARE ACCESS

March 14, 2008
Via Facsimile # 860 418 7053
and First Class USPS Mail

Commissioner Cristine Vogel
Office of Health Care Access
410 Capitol Avenue, MS#13HCA
P.O. Box 340308
Hartford, Connecticut 06134-0308

Re: Orthopaedic & Neurosurgery Specialists, P.C.
Replacement of 1.0 Tesla MRI Unit

Dear Commissioner Vogel:

Enclosed please find an original and three (3) copies of a Form 2030 Letter of Intent regarding the replacement of an existing 1.0 Tesla MRI with a 1.5 Tesla MRI at 10 Valley Road, Greenwich Office Park, Greenwich, Connecticut by Orthopaedic & Neurosurgery Specialists, P.C.

Please do not hesitate to contact me if you have any questions or require additional information.

Thank you.

Very truly yours,

Michele M. Volpe

MMV/bt
Enclosure

cc: Dr. Mark Camel, Dr. John Crowe, Dr. Seth Miller

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 the Applicant(s), pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please complete and submit Form 2030 to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

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

	Applicant One	Applicant Two
Full legal name	**Orthopaedic & Neurosurgery Specialists, P.C.**	
Doing Business As	**Same**	
Name of Parent Corporation	**Not applicable**	
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail (Zip Code Required)	**6 Greenwich Office Park 10 Valley Road Greenwich, CT 06831**	
Identify Applicant Status: P for Profit or NP for Nonprofit	**For Profit**	
Does the Applicant have Tax Exempt Status?	Yes No **X**	Yes No
Contact Person, including Title/Position: This Individual will be the Applicant Designee to receive all correspondence in this matter.	**Mark H. Camel, M.D. Vice President**	**Michele M. Volpe Attorney for Petitioner**
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail (Zip Code Required)	**Orthopaedic & Neurosurgery Specialists, P.C. Greenwich Office Park 10 Valley Road Greenwich, CT 06831**	**Bershtein, Volpe & McKeon, P.C. 105 Court Street 3rd Floor New Haven, CT 06511**
Contact Person Telephone Number	**Phone: (203) 869-1145 Ext 616**	**Phone: (203) 777-6995**

Contact Person Fax Number	**Fax: (203) 869-7654**	**Fax: (203) 777-5806**
Contact Person e-mail Address	**camel@onsmd.com**	**michelemvolpe@aol.com**

SECTION II. GENERAL APPLICATION INFORMATION

a. Project Title: **Replacement of 1.0 Tesla MRI Unit at 10 Valley Road, Greenwich Office Park, Greenwich, Connecticut with a 1.5 Tesla MRI Unit**

b. Project Proposal: **Replace 1.0 Tesla MRI Unit with a 1.5 Tesla MRI Unit**

c. Type of Project/Proposal, please check all that apply:

Inpatient Service(s):

☐ Medical/Surgical ☐ Cardiac ☐ Pediatric ☐ Maternity
☐ Trauma Center ☐ Transplantation Programs
☐ Rehabilitation *(specify type)* _____
☐ Behavioral Health (Psychiatric and/or Substance Abuse Services)
☐ Other Inpatient *(specify)*

Outpatient Service(s):

☐ Ambulatory Surgery Center ☐ Primary Care ☐ Oncology
☐ New Hospital Satellite Facility ☐ Emergency ☐ Urgent Care
☐ Rehabilitation *(specify type)* _____ ☐ Central Services Facility
☐ Behavioral Health (Psychiatric and/or Substance Abuse Services)
☐ Other Outpatient *(specify)*

Imaging:

☒ MRI ☐ CT Scanner ☐ PET Scanner
☐ CT Simulator ☐ PET/CT Scanner ☐ Linear Accelerator
☐ Cineangiography Equipment ☐ New Technology: _____

Non-Clinical:

☐ Facility Development ☐ Non-Medical Equipment ☐ Renovations
☐ Change in Ownership or Control ☐ Land and/or Building Acquisitions
☐ Organizational Structure (Mergers, Acquisitions, & Affiliations)
☐ Other Non-Clinical: _____

d. Does the proposal include a Change in Facility (F), Service (S)/Function (Fnc) pursuant to Section 19a-638, C.G.S.?

☐ Yes ☒ No

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

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

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

☐ Reduction ☐ Change in Ownership/Control

e. Will the Capital Expenditure/Cost of the proposal exceed $3,000,000, pursuant to Section 19a-639, C.G.S.?

☐ Yes ☒ No

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

☐ New equipment acquisition and operation

☐ Replacement equipment with disposal of existing equipment

☐ Major medical equipment

☐ Change in ownership or control

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

10 Valley Road, Greenwich Park, Valley Drive, Greenwich, CT 06831

g. List each town this project is intended to serve: **This project will serve the patient population of Applicant. This includes, but is not limited to, the following Connecticut towns: Greenwich, encompassing Cos Cob, Old Greenwich, Riverside and Byram; Darien; Fairfield; New Canaan; New Fairfield; Norwalk; Stamford; and Westport.**

h. Estimated starting date for the project: **September 1, 2008**

i. If the proposal includes change in the number of beds provide the following information: **NA**

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

SECTION III. ESTIMATED CAPITAL EXPENDITURE/COST INFORMATION

a. Estimated Total Project Expenditure/Cost: **$1,600.000.00**

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

Major Medical Equipment Purchases*	
Medical Equipment Purchases*	1,450,000.00
Non-Medical Equipment Purchases*	
Land/Building Purchases	
Construction/Renovation	150,000.00
Other (Non-Construction) Specify:_____	
Total Capital Expenditure	
Major Medical Equipment – Fair Market Value of Leases 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	
Total Project Cost	1,600,000.00
Capitalized Financing Costs (Informational Purpose Only)	

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

***See attached Siemens quote for the proposed 1.5Telsa MRI Unit to replace the existing 1.0 Tesla MRI Unit.**

c. If the proposal has a total capital expenditure/cost exceeding $20,000,000 or if the proposal is for major medical equipment exceeding $3,000,000, you may request a Waiver of Public Hearing pursuant to Section 19a-643-45 of OHCA's Regulations? Please check your preference. **NA**

☐ Yes ☐ No

1. If you checked "Yes" above: please check the appropriate box below indicating the basis of the projects eligibility for a waiver of hearing

   ☐ Energy Conservation ☐ Health, Fire, Building and Life Safety Code

   ☐ Non Substantive

2. Provide supporting documentation from elected town officials (i.e. letter from Mayor's Office).

d. Major Medical and/or Imaging Equipment Acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
MRI	**Siemens**	**1.5T**	**1**	**$1,600,000.00 *includes sales and use tax, delivery and installation and removal of old unit**

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

e. 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

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

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

Orthopaedic & Neurosurgery Specialists, P.C. ("ONS" or the "Practice") is a combined orthopedic and neurosurgical private physician practice located in Greenwich, Connecticut. The Practice is currently comprised of orthopedic surgeons, neurosurgeons, physiatrists, a sports medicine physician, a radiologist, physician assistants and nurses. All of the physicians are either Board Eligible or Board Certified in their specialties and all professionals are licensed to practice in Connecticut.

The Practice also operates an on-site radiology suite, which is used for diagnostic radiology services and selected interventional physiatry procedures that treat pain using precisely placed injections guided by a specially equipped fluoroscopic unit. Diagnostic imaging services are provided by radiology technicians employed by ONS.

The Practice offers orthopedic, neurosurgical and radiological professional services. Additionally, the Practice offers those services that are ancillary to the practice of orthopedics and neurosurgery, such as physical therapy and pain management.

Currently, the Practice performs MRIs scanned in a GE Gold Xtend Signa, 1.0 Tesla LX HiSpeed MR System at its Greenwich Office Park location. This Unit was purchased in accordance with CON Determination Report 06-307904-DTR. The Practice would like to replace its 1.0 Tesla MRI unit with the 1.5 Tesla Siemens unit to offer its patients access to the highest quality scans. The Practice is committed to providing its patients with increased access to the most up-to-

date technology, despite the fact that expenses associated with such technology have increased while reimbursement for such services has decreased.

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

Replacement of the 1.0 Tesla with a 1.5 Tesla MRI Unit will allow the Practice to provide its patients with access to the most current state-of-the-art high quality scans due to its higher Tesla strength and ease of use. The higher Tesla strength of the 1.5 Tesla MRI Unit will provide greater imaging quality than the Practice's current unit. Replacing the older unit with new the Siemens 1.5 Tesla unit will allow the Practice to better service the needs of its patients and will facilitate the Practice's continued provision of integrated, comprehensive, quality patient care at its physician office.

This project represents an improvement in the quality of patient care delivered by the Practice, as measured by the superior quality of the MRI scan and the ease of use of the replacement MRI unit for both physicians and patients. The proposed 1.5 Tesla MRI Unit has a wider bore that will provide greater comfort to all patients, including claustrophobic and larger/heavier patients. The proposed 1.5 Tesla MRI Unit will also allow the Practice to conduct "cartilage mapping," which the current 1.0 Tesla MRI Unit does not permit. Cartilage mapping through the higher Tesla strength magnet will allow the Practice to detect damage or injury earlier than the lower strength MRI Unit that the Practice currently maintains. Such earlier detection will necessarily lead to quicker diagnoses, recovery timeframes and earlier proactive measures that may prevent further damage or injury.

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

The target population to be served will be the same as the existing population being served by the Practice with its current unit. Specifically, the population to be served will include patients of the Practice who require MRI services.

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

The existing 1.0 Tesla MRI Unit that is operating at the Practice's location cannot be further upgraded and has reached the end of its useful life. Because the 1.5 Tesla unit is of superior quality and will enable the Practice to provide higher quality studies of which the existing scanner is not capable, it is imperative from a quality perspective that the current unit is replaced. Moreover, the 1.5 Tesla MRI Unit has a wider bore than the current 1.0 Tesla MRI Unit. The wider bore improves patient comfort for all patients, especially those who are claustrophobic or larger/heavier (athletic build). The 1.5 Tesla MRI Unit will provide consistent, reliable, higher quality images with this replacement MRI magnet and updated software that will enhance and improve diagnoses and recovery.

The proposed replacement 1.5 Tesla MRI Unit will also allow the Practice to offer and meet the needs of patients who would benefit from "cartilage mapping," which the current MRI unit does not allow. Cartilage mapping is a method of early detection, visualization and mapping of cartilage in areas of the body to assess injury, such as structural or micro damage and osteoarthritis. In addition, cartilage mapping is a method used for follow-up assessment after treatment.

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

Yes. Greenwich Hospital in Greenwich, CT.

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

Upon approval, the Practice's acquisition of the 1.5 Tesla MRI Unit will benefit the health care delivery system in Connecticut by providing increased patient access to high-quality MRI services and improving overall patient care. The 1.5 Tesla MRI Unit will produce better diagnostic quality images than the currently operating 1.0 Tesla MRI Unit which cannot be upgraded. The 1.5 Tesla MRI Unit will provide reliable high-quality images. The existing 1.0 Tesla MRI Unit is currently experiencing malfunctions and repairs. Additionally, the 1.5 Tesla MRI Unit has a wider bore, which allows larger/heavier (a large percentage of the Practice's patients are athletes or former athletes with athletic builds) and claustrophobic patients easier access, better imaging and an improved overall MRI scanning experience. Replacement of the current MRI unit with the Siemens 1.5 Tesla unit will allow patients to have access to and receive the highest quality state-of-the-art MRI imaging services from the Practice.

7. Who will be responsible for providing the service?

MRI services are, and shall be moving forward, provided by licensed radiology technicians employed by the Practice to patients of the Practice. All MRI imaging studies are read by a radiologist employed by the Practice.

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

Payers presently include, but may not be limited to, insurance companies, Medicare and private pay patients. No changes to the payer mix are anticipated.

AFFIDAVIT

To be completed by each Applicant

Applicant: **Orthopaedic & Neurosurgery Specialists, P.C.**

Project Title: **Replacement of 1.0 Tesla MRI Unit With a 1.5 Tesla MRI Unit By a Private Physician Practice At Its Greenwich, CT Office Location**

I, **John Frederick Crowe, M.D.** , **President**
(Name) (Position – CEO or CFO)

of **Orthopaedic & Neurosurgery Specialists, P.C.** being duly sworn, depose and state that the information provided in this CON Letter of Intent (Form 2030) is true and accurate to the best of my knowledge, and that **Orthopaedic & Neurosurgery Specialists, P.C.** complies with the
(Facility Name)
appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

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CONNECTICUT OFFICE OF HEALTH CARE ACCESS

Signature, MD — Date: 3/13/08

Subscribed and sworn to before me on March 13, 2008

Jane V. Barratt — JANE V. BARRATT Notary Public My Commission Expires April 30, 2009
Notary Public/Commissioner of Superior Court

My commission expires: April 30, 2009

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51 Valley Stream Parkway, Malvern PA 19355

Orthopaedic & Neurological Surgery

6 Greenwich Office Park
Greenwich, CT 06831

[redacted]
Proposal: 1-A951-2 Date: 3/6/2008
[redacted]
Elizabeth Dermody

LOCAL SALES OFFICE: Boston
Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway Mail Stop K14
Malvern, PA 19355
Phone: (781) 203-6000 Fax: (866) 306-6687

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

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

M GNETOM Espree

Quote includes a Trade-in which is Valid till April 11, 2008

Order is contigent on CON approval by the State of Conn.

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

DELIVERY SUBJECT TO AVAILABILITY
FREIGHT CHARGES AND TAXES, IF ANY, ARE PAYABLE UPON RECEIPT OF INVOICE.
WARRANTY: See specific product line attachment definitions.
THIS QUOTATION IS IN US DOLLARS AND IS VALID FOR 45 DAYS.
TERMS OF PAYMENT: 10% Down, 80% Delivery, 10% Installation

Siemens Medical Solutions USA, Inc.

SUBMITTED BY: _____ (signature)
N E: Elizabeth Dermody
T. E: Siemens' REPRESENTATIVE
DATE: 3/6/2008

CUSTOMER'S ACCEPTANCE:

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

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Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Orthopaedic & Neurological Surgery

PROPOSAL REFERENCE
Proposal: 1-A951-2 Date: 3/6/2008

6 Greenwich Office Park
Greenwich, CT 06831

Quote #	Quote Name	Revision	Terms of Payment
1-AH4NT3	MAGNETOM Espree	7	10% Down, 80% Delivery, 10% Installation

FOB: Destination

RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
		MAGNETOM Espree	
1	07584514	**MAGNETOM Espree - System**	

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

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Proposal: 1-A951-2 Date: 3/6/2008

RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14405343	I-class #Tim	

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

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

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

1	14401433	Label Tim [32x8] #Es	

Label on the front cover displaying the Tim level of the system.

1	08464872	PC Keyboard US english #Av	

Standard PC keyboard with 101 keys.

1	14401434	Cover Satin White #Es	

The color of the main face plate cover with integrated control panel and table display is Translucent Teal. The table elevator cover and adjoining upper left cover are presented in an optically appealing Satin White design.

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Proposal: 1-A951-2 Date: 3/6/2008

RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14401451	**Standard Patient Matrix Table #Es**	

The patient table is mounted directly to the magnet assembly. The table can support up to 250 kg (550 lbs) patients with unrestricted vertical and horizontal movement.

1	14407344	**4-channel Flex Coil Pckg #Tim (1.5 sys)**	

The 4-channel Flex Coil Kit offers a set of flexible coils with the capability for parallel imaging for easy and quick examinations of a large variety of different anatomies. The following items are included: - 4-channel Flex coil, large - Wrap-around coil made of soft and flexible material - Capable of parallel imaging with iPAT factors up to 2 (iPAT² up to 4) - For applications such as imaging of large regions, e.g. medium to large shoulders, hip and knee - 4-channel Flex coil, small - Wrap-around coil made of soft and flexible material - Capable of parallel imaging with iPAT factors up to 2 (iPAT² up to 4) - For applications such as imaging of small regions, e.g. small to medium shoulders, wrist, elbow and ankle - 4-channel Flex Coil Interface - For connection of e.g. the large or small 4-channel Flex coil

1	08464989	**PMU Bluetooth Physio Control #Av**	

Physiological Measurement Unit (PMU) - Wireless Physio Control for wireless triggering, synchronizes the measurement with the physiological cycles of cardiac and/or respiratory motion. Wireless technology for all sensors allows fast and easy patient set-up and comfort, and robust cardiac or respiratory signal transmission as it eliminates the need to attach cables to the patient. The Wireless Physio Control contains wireless VCG, respiration and pulse sensors and a charging station as all sensors are powered by rechargeable batteries.

	14402526	**BLADE #Tim**	

Motion and flow insensitive multi-shot Turbo Spin Echo (TSE) sequence for all body regions with optional inter-shot motion correction.

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Proposal: 1-A951-2 Date: 3/6/2008

RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14405224	**Composing syngo #Tim**	

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

Qty	Part #	Description	Extended Net Price
1	07820074	**Inline Diffusion #Av**	

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

Qty	Part #	Description	Extended Net Price
1	08464815	**Body Matrix Coil #Av**	

The new multi-element Matrix coil technology is an essential part supplementing the most innovative Total imaging matrix. Matrix coils have multiple receive coil elements that can be clustered in groups. Each receive coil element is equipped with a low noise preamplifier to maximize signal-to-noise ratio. The Body Matrix Coil features: - 6-element design with 6 integrated preamplifiers, with 2 clusters of 3 elements each - Operated depending on the Matrix Coil Mode as a 2-channel coil (CP Mode), 4-channel coil (Dual Mode) or 6-channel coil (Triple Mode) - Operates in an integrated fashion with the Spine Matrix coil (2 rings of 6 elements each = 12-element design) - Can be combined with further Body Matrix coils for larger coverage - No coil tuning - iPAT-compatible Applications: - Thorax (incl. heart) - Abdomen - Pelvis - Hip Can be combined with: - Head Matrix coil - Neck Matrix coil - Spine Matrix coil - Additional Body Matrix coils (typically 2-3 in total) for additional anatomical coverage - PA Matrix coil (Peripheral Angio Matrix; optional) - All flexible coils (e.g. CP Flex coil, small, CP Flex coil, large) - CP Head Array coil - Endorectal coils

Qty	Part #	Description	Extended Net Price
1	14405244	**Shoulder Array Coil #Es**	

This iPAT compatible coil for examinations of the left or right shoulder consists of a base plate and two receive array coil attachments available in different sizes, these will be attached and can be relocated on the basis plate.

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PROPOSAL RESPONSE
Proposal: 1-A951-2 Date: 3/6/2008

RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	08465028	**Coil Storage Cart #Av**	
		Its dimensions are: Width 140 cm (4' 7") when closed and 280 cm (10' 10") when opened, depth 55 cm (22") and height 127 cm (4' 2").	
1	14401443	**Cable Set syngo 11/9 #Es**	
		Cable length inside the cabin 11 m, cable length outside the cabin 9 m. Inclusive Ethernet Twisted Pair Adapter and 10 m cable.	
1	14401476	**Venting kit air freight**	
		Overpressure valve as a transport safety device for cold delivery of the magnet by air (designed for air pressure conditions below atmospheric during transport by plane).	
1	05672105	**Helium Fill 30/60 H,S,SON**	
1	08465481	**Chiller, 60 Hz #Av**	
		The KKT KCC 215 is a dedicated MAGNETOM Avanto and Espree 20°C chiller. The chiller has to be used in combination with the IFP (Interface Panel). This applies if no chilled water supply is available at all on-site. The IFP is included in delivery.	
1	08465309	**Chiller Soft Start, 60 Hz #Av**	
		The purpose of the soft start option is the smooth start up of the compressor units.	

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PROPOSAL REFERENCE
Proposal: 1-A951-2 Date: 3/6/2008

RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	08857828	UPS Cable #Tim	

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

MAGNETOM Espree - Local

1	MR_STD_RIG_INST	MR Standard Rigging and Installation	
1	4MR5142869	Armrest #MR	

MR Clinical Education - Local

1	MR_INITAL_32	Initial onsite training 32 hrs	

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RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	MR_FOLLOWUP_24	Follow-up training 24 hrs	
1	MR_ADD_32	Additonal onsite training 32 hours	
1	MR_SYNGO_BCLS	Basic syngo MR Class	
1	MR_SYNGO_BCLS	Basic syngo MR Class	
1	MR_SYNGO_AVCLS	Advanced syngo MR Class	
1	MR_TECH_SYMP	Siemens Technologists Symposium	
	MR_PM	MR Project Management	

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[redacted]
Proposal: 1-A951-2 Date: 3/6/2008

RELEVANT Items for Quote #1-AH4NT3 Revision 7 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	CHILINST_AVT	Chiller Start-up and Warranty for TIM	
1	CPS9833UP150	Mitsubishi UPS 150KVA	
1	MR_TRADE_IN_ALLOW	Trade-in GE Signa Project # 9673-01 ($60,000)	

Quote #1-AH4NT3 Extended Total: $1,355,631

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OPTIONAL Items for Quote #1-AH4NT3 Revision 7 (Not Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	MR_STD_DEINSTALL	MR Standard De-Installation	$0
1	MR_BTL_DEINSTALL	MR Standard De-Installation - BTL	$15,000
1	M3SSMREPICBC	Medrad Spectris Solaris EP Injector ICBC	$36,170
1	14405341	Mapit syngo #Tim	$7,605

Based on the T1, T2 or T2* properties of the cartilage syngo ParametricMap allows the early detection of osteoarthritic break down of cartilage structures even before morphological changes occur. The method supports therapeutic decisions in individual patients and can be used to control treatments non-invasively, replacing surgeries or biopsies. The assessment of T1, T2 and T2* properties of tissues in other body regions is also possible. syngo ParametricMap provides very fast 2D and 3D high resolution imaging sequences and the Inline calculation of parametric maps for the T1, T2 and T2* properties of the imaged tissue.

1	14405274	8-channel Foot/ Ankle Coil #Es	$40,950

The 8-channel foot-ankle coil is an iPAT-compatible "no-tune" receiver coil for the examination of the foot and the ankle joint.

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OPTIONAL Items for Quote #1-AH4NT3 Revision 7 (Not Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14401452	Remov. Matrix Table w.Trolley #Es	$26,000

The patient table is mounted directly to the magnet assembly. The table can support up to 200 kg (440 lbs) patients with unrestricted vertical and horizontal movement. The removable table allows docking of the table top with a trolley for preparing patients outside the scan room for maximum flexibility and speed.

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FINANCING:

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

ACCESSORIES:

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

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Terms and Conditions of Sale

1. GENERAL

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

1.2 Acceptance. An order shall be binding on Seller only after a credit approval and an order confirmation have been issued by Seller, and shall be subject to [illegible]'s on-going credit review and approval. [illegible]tance is expressly made conditional on Purchaser's acceptance of these terms and conditions. Purchaser shall be deemed to have assented to, and waived any objection to, this Agreement upon the earliest to occur of any of the following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products subject to this Agreement; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal; or delivery of the Products to the common carrier for shipment pursuant hereto.

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

1.4 Third Party Products. If this Agreement includes the sale of third party products not manufactured by Seller and not required for the operation and use of the Products, then Purchaser agrees and acknowledges that (a) Purchaser has made the selection of these [illegible]ucts on its own, (b) the products are being [illegible]ed by Seller solely at the request of and for the be[illegible]efit of Purchaser, in order to eliminate the need for Purchaser to issue a separate purchase order to the manufacturer of the products, (c) no representation, warranty or guarantee has been made by Seller with respect to the products, (d) the obligation of Purchaser to pay Seller for the products is absolute and unconditional , (f) Purchaser will assert no claim whatsoever against the Seller with respect to the products, and will look solely to the manufacturer regarding any such claims, and (g) Purchaser will indemnify and hold Seller harmless from and against any and all claims, regardless of the form of action, related to, resulting from or caused by the products or any work or service provided by the manufacturer of the products or any other party.

2. PRICES

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

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

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

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

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

4.2 Late Payment. A service charge of 1½% per month, not to exceed the maximum rate allowed by law, shall be made on any portion of Purchaser's outstanding balance which is not paid within thirty (30) days after invoice date, which charge shall be determined and compounded on a daily basis from the due date until the date paid. Payment of such service charge shall not excuse or cure Purchaser's breach or default for late payment. In addition, in the event that Purchaser fails to make any payment to Seller within this thirty (30) day period, including but not limited to any payment under any service contract, promissory note or other agreement with Seller, then Seller shall have no obligation to continue performance under any agreement with Purchaser.

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

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

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

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Terms and Conditions of Sale

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

4.6 Financing. Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this ment, including but not limited to Sections 4.1 2 above.

5. EXPORT TERMS

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

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

6. DELIVERY, RISK OF LOSS

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

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

(a) For Products that do not require installation by Seller or its authorized agent or subcontractor, and for options and add-on products purchased subsequent to delivery and installation of Products purchased under this Agreement, delivery shall be complete upon transfer of possession to common carrier, F.O.B. Shipping Point, whereupon title to and all risk of loss, damage to or destruction of the Products shall pass to Purchaser.

(b) For Products that require installation by Seller or its authorized agent or subcontractor, delivery shall be complete upon delivery of the Products to Purchaser's designated site, F.O.B. Destination; title to and all risk of loss, damage to or destruction of such Products shall pass to Purchaser upon completion of the installation by Seller or its authorized agent or subcontractor.

(c) All freight charges and other transportation, packing and insurance costs, license fees, custom duties and other similar charges shall be the sole responsibility of the Purchaser unless included in the purchase price or otherwise agreed to in writing by Seller. In the event of any loss or damage to any of the Products during shipment, Seller and Purchaser shall cooperate in making a claim against the carrier.

7. SECURITY INTEREST/FILING

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

8. CHANGES, CANCELLATION, AND RETURN

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

8.2 Orders accepted by Seller are noncancellable by Purchaser except upon Seller's written consent and payment by Purchaser of a cancellation charge equal to 10% of the price of the affected Products, plus any shipping, insurance, inspection and refurbishment charges; the cost of providing any training, education, site evaluation or other services; and any return, cancellation or restocking fees with respect to any Third Party Products ordered by Seller on behalf of Purchaser. Seller may retain any payments received from Purchaser up to the amount of the cancellation charge. In no event can an order be cancelled by Purchaser or Products be returned to Seller after shipment has been made.

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

9. FORCE MAJEURE

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

10. WARRANTY

10.1 Seller warrants that the Products manufactured by Seller and sold hereunder shall be free from defects in material or workmanship under normal use and service for the warranty period. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of the Product or any part thereof. Unless otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, the warranty period shall commence upon the earlier of the date that the Products have been installed in accordance with 12.8 hereof, which date shall be confirmed in writing by Seller, or first patient use, and shall continue for 12 consecutive months. Seller makes no warranty for any Products made by persons other than Seller or its affiliates, and Purchaser's sole warranty therefor, if any, is the original manufacturer's warranty, which Seller agrees to pass on to Purchaser, as applicable. The warranty provided by Seller under this Section 10 extends only to the original Purchaser, unless the Purchaser obtains the Seller's prior written consent with respect to any sale or other transfer of the Equipment during the term of the warranty.

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

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Terms and Conditions of Sale

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

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

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

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

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

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

11. LIMITATION OF LIABILITY

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

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

12. INSTALLATION - ADDITIONAL CHARGES

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

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

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

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

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

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

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

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

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

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

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Terms and Conditions of Sale

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

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

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

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

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

15 ENGINEERING CHANGES

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

16. ASSIGNMENT

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

17. DAMAGES, COSTS AND FEES

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

18. MODIFICATION

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

19. GOVERNING LAW; WAIVER OF JURY TRIAL

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

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

20. COST REPORTING

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

21. INTEGRATION

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

22. SEVERABILITY; HEADINGS

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

23. WAIVER

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

24. NOTICES

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

25. RIGHTS CUMULATIVE

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

26. END USER CERTIFICATION

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

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Software License Schedule To The Siemens Medical Solutions USA, Inc. Terms and Conditions of Sale

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

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

3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to e[illegible]le Licensee to use the Software or Documentation within the s[illegible]he license provided in this Schedule. If the Software is su[illegible]to any unit or agency of the United States Government other than the Department of Defense, the Software and Documentation are classified as "restricted computer software" and the Government's rights in the Software and Documentation shall be as provided in paragraph (c) (2) of the Commercial Computer Software-Restricted Rights clause in FAR 52.227-19 and any successor laws, rules or regulations thereto. If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.

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Revised 03-15-05

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STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

April 7, 2008

Mark H. Camel, M.D.
Vice President
Orthopaedic & Neurosurgery Specialists, P.C.
Greenwich Office Park
10 Valley Road
Greenwich, CT 06831

RE: Certificate of Need Application Forms; Docket Number: 08-31120-CON
Orthopaedic & Neurosurgery Specialists, P.C.
Acquisition of Magnetic Resonance Imaging Scanner

Dear Dr. Camel

Enclosed are the application forms for Orthopaedic & Neurosurgery Specialists, P.C.'s Certificate of Need ("CON") proposal for the acquisition of a Magnetic Resonance Imaging Scanner, with an estimated total capital expenditure of $1,600,000, According to the parameters stated in Section 19a-639 of the Connecticut General Statutes the CON application may be filed between May 17, 2008 and July 16, 2008

When submitting your CON application and any subsequent application information to this agency, you are obligated to observe the following procedural requirements. **Failure to observe these requirements will require follow-up work on your part to correct the filing.**

- Number and date each page, including cover letter and all attachments. Information filed after the initial CON application submission (i.e. completeness response letter, prefile testimony, late file submissions and the like) must be numbered sequentially from the Applicant's document immediately preceding it. For example, if the application concludes with page 100, your completeness response letter would begin with page 101.
- Submit one (1) original and six (6) hard copies of each submission in 3-ring binders.
- Submit a scanned copy of each submission in its entirety, including all attachments on CD, preferably in Adobe (.pdf) format.
- Submit an electronic copy of the documents in MS Word format with financial attachments and other data as appropriate in MS Excel format.

The CON analyst assigned to the CON application are Paolo Fiducia and Steven W. Lazarus. Please contact them at (860) 418-7001, if you have any questions.

Sincerely,

Kimberly R. Martone
Certificate of Need Supervisor

Enclosures

GENERAL AFFIDAVIT

Applicant: _____

Project Title: _____

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

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

_____ _____
Signature Date

Subscribed and sworn to before me on_____

_____

Notary Public/Commissioner of Superior Court

My commission expires: _____

OFFICE OF HEALTH CARE ACCESS

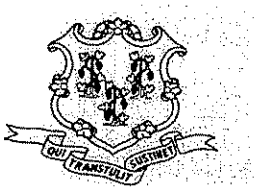
REQUEST FOR NEW CERTIFICATE OF NEED

FILING FEE COMPUTATION SCHEDULE

APPLICANT: _____ 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, or 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 may be an acceptable response. Your Certificate of Need application will be eligible for submission no earlier than May 17, 2008, and may be submitted no later than July 16, 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: 08-31120-CON

Applicant Name: Orthopaedic & Neurosurgery Specialists, P.C.

Contact Person: Mark H. Camel, M.D.
Vice President

Contact Address: Orthopaedic & Neurosurgery Specialists, P.C.
Greenwich Office Park
10 Valley Road
Greenwich, CT 06831

Project Location: Greenwich

Project Name: Acquisition of Magnetic Resonance Imaging Scanner

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

Est. Capital Expenditure: $1,600,000

1. Expansion of Existing or New Service

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

Augment:

Replace:

2. State Health Plan

No questions at this time.

3. Applicant's Long Range Plan

Is this application consistent with your long-range plan?

☐ Yes ☐ No

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

4. Clear Public Need

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

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

B. Explain in detail how Orthopaedic & Neurosurgery Specialists, P.C. ("Applicant") determined need for this proposal.

C. Please address the following:

i. Provide a copy of analysis, needs assessment, studies that support the acquisition of the acquisition of the proposed 1.5 Tesla Magnetic Resonance Imaging ("MRI") scanner.

ii. Discuss the methodology utilized in determining a needs assessment for the proposed MRI scanner. Please document.

D. Provide service area towns for this proposal.

E. Provide the rationale for choosing the proposed service area towns.

F. Travel distance from proposed site to service area towns

G. Hours of operation of existing *and* proposed MRI scanner.

H. Please complete the following table to include historical, current and the projected MRI volume for the Applicant's existing and the proposed MRI scanner:

	Existing MRI Scanner Historical (Last 3 FYs)			**Current Year**	**Projected MRI Scanner (First 3 *Full* FYs)***		
	FY '05	FY '06	FY '07	FY '08	FY '09	FY '10	FY '11
Number of MRI scans							

*If the first year of operation of the proposed scanner is only a partial year, the Applicant must provide the first partial year and then the first three full FYs.
Include all derivation/calculation.

I. Please segregate the last completed FY's volume by the town and zip code of origin.

J. Please provide the capacity for the existing and the proposed MRI scanner in the table format provided below:

	Existing MRI FY ____	**Proposed 1.5 Tesla MRI**
Number of MRI Scanners		
Average # Hours/Week Scanner Operates		
Weeks/Year Operational**		
Targeted Utilization as % of Capacity		
Annual Total Capacity for Scans in Hours		
Average Scan Time in Hours		
Annual Capacity - # MRI Scans/Scanner		
Actual & Projected/Actual # MRI scans		
% Total MRI Capacity	**%**	**%**

Note: Please include all related assumptions.

K. Provide the information as outlined in the following table concerning the existing providers' (in the Applicant's total service area) current operations:

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

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

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

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

N. 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.

5. Quality Measures

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

☐ Yes ☐ No ☐ Not Applicable

If "No", please provide an explanation.

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

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

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

D. Submit a list of **all** key professional and administrative personnel, including the Applicant's Chief Executive Officer (CEO) and Chief Financial Officer (CFO), Medical Director, physicians, nurses, therapists, counselors, etc., related to the proposal and a copy of their Curriculum Vitae.

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

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

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

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

F. Provide 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

[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.

6. Improvements to Productivity and Containment of Costs

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

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

7. Miscellaneous

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

☐ Yes ☐ No

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

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

☐ Yes ☐ No

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

C. Provide the following licensing information:

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

ii) The DPH licensure category you are seeking.

iii) If not applicable, please explain why.

8. Financial Information

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

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

B. Provide the following financial information:

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

ii) Please describe the billing structure for the existing and the proposed MRI scanner.

9. Major Cost Components/Total Capital Expenditure

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

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

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

11. Construction Information

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

B. Provide all schematic drawings related to the project that are available.

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

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

12. Capital Equipment Lease/ Purchase

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

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

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

13. Type of Financing

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

☐ Applicant's equity:

Source and amount:

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

☐ Grant:

Amount of grant	
Funding institution/ entity	

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

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

☐ Lease financing or
☐ CHEFA Easy Lease Financing:

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

☐ Other financing alternatives:

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

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

14. Revenue, Expense and Volume Projections

A.1. Payer Mix Projection

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

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

*Includes managed care activity.

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

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

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

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

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

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

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

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

vi) Describe how this proposal is cost effective.

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

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

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

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

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

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

April 8, 2008

Requisition # HCA08-169
Email: legal.notices@scni.com

Greenwich Times
20 East Elm Street
Greenwich, CT 06830

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 Saturday, April 12, 2008.

Please fax evidence that the legal notice was published by the date requested above to (860) 418-7053. In addition, please send the original legal notice (full tear sheet is required) 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:SL:bko

c: Sandy Salus, OHCA

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

April 8, 2008

Mark Camel, M.D.
Treasurer
Orthopaedic & Neurosurgery Specialists, P.C
6 Greenwich Office Park
Valley Drive
Greenwich, CT 06831

Re: Letter of Intent, Docket Number 08-31120
Orthopaedic & Neurosurgery Specialists, P.C.
Acquisition and Operation of a 1.5 Tesla MRI Scanner
Notice of Letter of Intent

Dear Dr. Camel:

On March 18, 2008, the Office of Health Care Access ("OHCA") received the Letter of Intent ("LOI") Form of Orthopaedic & Neurosurgery Specialists, P.C. ("Applicant") for the acquisition and operation of a 1.5 Tesla MRI Scanner, at a total capital expenditure of $1,600,000.

A notice to the public regarding OHCA's receipt of a LOI was published in the *Greenwich Times* pursuant to Sections 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:SL:bko

Greenwich Times **Letter of Intent**
Docket Number 08-31120 **April 8, 2008**

PLEASE INSERT THE FOLLOWING:

Statute Reference:	19a-639
Applicant:	Orthopaedic & Neurosurgery Specialists, P.C.
Town:	Greenwich
Docket Number:	08-31120-LOI
Proposal:	Acquisition and Operation of a 1.5 Tesla MRI Scanner
Total Capital Expenditure:	$1,600,000

The Applicant may file its Certificate of Need application between May 17, 2008 and July 16, 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.

Olejarz, Barbara

ent: Tuesday, April 08, 2008 10:45 AM

----IMAb1084ec.47fb/pop.state.ct.us
Content-Type: text/plain; charset=us-ascii

Your message was successfully relayed to a system that does not support delivery confirmations.
Unless the delivery fails, this will be the only delivery notification.

----IMAb1084ec.47fb/pop.state.ct.us
Content-Type: message/delivery-status

Reporting-MTA: pop.state.ct.us
Final-Recipient: rfc8222;legal.notices@scni.com
Action: relayed
Status: 2.0.0

----IMAb1084ec.47fb/pop.state.ct.us
Content-Type: message/rfc822

Received: from doit-mstwmms1 [159.247.5.80] by pop.state.ct.us with ESMTP
(SMTPD-9.23) id A4E901C0; Tue, 08 Apr 2008 10:44:57 -0400
Received: from 159.247.77.55 by doit-mstwmms1 with ESMTP (Tumbleweed EMF SMTP Relay (Email Firewall v6.0.0)); Tue, 08 Apr 2008 10:46:36 -0400
X-Server-Uuid: AAF81055-C3E5-43F1-82D3-EBCFC44FF42A
X-MimeOLE: Produced By Microsoft Exchange V6.5
Content-class: urn:content-classes:message
Return-Receipt-To: "Olejarz, Barbara" <Barbara.Olejarz@po.state.ct.us>
MIME-Version: 1.0
Disposition-Notification-To: "Olejarz, Barbara"
<Barbara.Olejarz@po.state.ct.us>
Subject: legal ad
Date: Tue, 8 Apr 2008 10:40:29 -0400
Message-ID: <741BDEFB9A5C9A4F9421A255626F70B1D4B67C@DOIT-EX401.exec.ds.state.ct.us>
X-MS-Has-Attach: yes
X-MS-TNEF-Correlator:
Thread-Topic: legal ad
Thread-Index: AciZhn09zgHqGBLVRPi4Q9SSloa9LA==
From: "Olejarz, Barbara" <Barbara.Olejarz@po.state.ct.us>
To: legal.notices@scni.com
X-WSS-ID: 6BE55AC62EG257637-01-01
Content-Type: multipart/mixed;
boundary="----_=_NextPart_001_01C89986.7E017A29"

----IMAb1084ec.47fb/pop.state.ct.us--

Olejarz, Barbara

From: postmaster@journalinquirer.com
Sent: Tuesday, April 08, 2008 11:49 AM
To: Olejarz, Barbara
Subject: Message delivered (Legals@journalinquirer.com)

This is a multi-part message in MIME format.

--2075/1207669753/MailSite/2516/3188
Content-Transfer-Encoding: quoted-printable
Content-Type: text/plain; charset="us-ascii"

Your message has been delivered
to the following recipient(s):

Legals
(Was addressed to Legals@journalinquirer.com) Message delivered

--2075/1207669753/MailSite/2516/3188
Content-Disposition: attachment; filename="DSN47FB93F9.txt"
Content-Transfer-Encoding: quoted-printable
Content-Type: message/delivery-status; charset="utf-8"

Reporting-MTA: mail.journalinquirer.com
Received-From-MTA: dns; pop.state.ct.us (po.state.ct.us [159.247.0.202])
Arrival-Date: Tue, 8 Apr 2008 10:49:13 -0500

Final-Recipient: rfc822; Legals@journalinquirer.com
Action: delivered
Status: 2.1.5 (Success - addressing: destination address valid)

--2075/1207669753/MailSite/2516/3188
Content-Transfer-Encoding: quoted-printable
Content-Type: message/rfc822-headers; charset="utf-8"

Received: from pop.state.ct.us (po.state.ct.us [159.247.0.202]) by mail.j= ournalinquirer.com (Rockliffe SMTPRA 7.0.6) with ESMTP id <B0009035139@mail.journalinquirer=
.com> for <Legals@journalinquirer.com>;
Tue, 8 Apr 2008 10:49:13 -0500
Received: from doit-mstwmms1 [159.247.5.80] by pop.state.ct.us with ESMTP=

(SMTPD-9.23) id A6ED03B8; Tue, 08 Apr 2008 10:53:33 -0400
Received: from 159.247.77.55 by doit-mstwmms1 with ESMTP (Tumbleweed EMF SMTP Relay (Email Firewall v6.0.0)); Tue, 08 Apr 2008 10:55:21 -0400
X-Server-Uuid: AAF81055-C3E5-43F1-82D3-EBCFC44FF42A
X-MimeOLE: Produced By Microsoft Exchange V6.5

Olejarz, Barbara

nt: Tuesday, April 08, 2008 10:45 AM

----IMAb1084ec.47fb/pop.state.ct.us
Content-Type: text/plain; charset=us-ascii

Your message was successfully relayed to a system that does not support delivery confirmations.
Unless the delivery fails, this will be the only delivery notification.

----IMAb1084ec.47fb/pop.state.ct.us
Content-Type: message/delivery-status

Reporting-MTA: pop.state.ct.us
Final-Recipient: rfc8222;legal.notices@scni.com
Action: relayed
Status: 2.0.0

----IMAb1084ec.47fb/pop.state.ct.us
Content-Type: message/rfc822

Received: from doit-mstwmms1 [159.247.5.80] by pop.state.ct.us with ESMTP
(SMTPD-9.23) id A4E901C0; Tue, 08 Apr 2008 10:44:57 -0400
Received: from 159.247.77.55 by doit-mstwmms1 with ESMTP (Tumbleweed EMF SMTP Relay (Email
rewall v6.0.0)); Tue, 08 Apr 2008 10:46:36 -0400
X-Server-Uuid: AAF81055-C3E5-43F1-82D3-EBCFC44FF42A
X-MimeOLE: Produced By Microsoft Exchange V6.5
Content-class: urn:content-classes:message
Return-Receipt-To: "Olejarz, Barbara" <Barbara.Olejarz@po.state.ct.us>
MIME-Version: 1.0
Disposition-Notification-To: "Olejarz, Barbara"
<Barbara.Olejarz@po.state.ct.us>
Subject: legal ad
Date: Tue, 8 Apr 2008 10:40:29 -0400
Message-ID: <741BDEFB9A5C9A4F9421A255626F70B1D4B67C@DOIT-EX401.exec.ds.state.ct.us>
X-MS-Has-Attach: yes
X-MS-TNEF-Correlator:
Thread-Topic: legal ad
Thread-Index: AciZhn09zgHqGBLVRPi4Q9SSloa9LA==
From: "Olejarz, Barbara" <Barbara.Olejarz@po.state.ct.us>
To: legal.notices@scni.com
X-WSS-ID: 6BE55AC62EG257637-01-01
Content-Type: multipart/mixed;
boundary="----_=_NextPart_001_01C89986.7E017A29"

----IMAb1084ec.47fb/pop.state.ct.us--