



RADIOLOGY ASSOCIATES of HARTFORD, P.C.

1000 Asylum Avenue
Suite 3201E
Hartford, CT 06105
Phone: (860) 525-3322
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Michael Twohig, M.D., President

Dec. 17, 2008

Peter Morrison, M.D.

Jonathan Getz, M.D.

Robert Feld, M.D.

Borden Brown, M.D.

Clifford Freling, M.D.

Michael Firestone, M.D.

Pupinder Jaswal, M.D.

Elmor Kron, M.D.

Sean McKeon, M.D.

Pongsa-Pyn Muangman, M.D.

Anthony Posteraro, III, M.D.

Joseph Sala, D.O.

James Slavin, Jr., M.D.

George Stohr, D.O.

George Wislo, M.D.

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Stephen Zink, M.D.

RECEIVED

2008 DEC 17 P 3:11

CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

Cristine A. Vogel, Commissioner
Office of Health Care Access
410 Capital Ave., MS #13HCA
P.O. Box 340308
Hartford, CT 06134-0308

RE: RAH, P.C.
Replace MRI currently operating in Enfield

Dear Commissioner Vogel:

We attach an original letter of intent and five copies for a replacement of Radiology Associates of Hartford's existing MRI equipment at 9 Cranbrook Boulevard, Enfield.

If any additional information is required, please call me, at 860-714-7121.

Sincerely,

Bernadette Jensen
Executive Administrator



**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	Radiology Associates of Hartford, P.C.	
Doing Business As	Radiology Associates of Hartford, P.C.	
Name of Parent Corporation	Radiology Associates of Hartford, P.C.	
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail (Zip Code Required)	1000 Asylum Avenue Suite 3201E Hartford, CT 06105	
Identify Applicant Status: P for Profit or NP for Nonprofit	P	
Does the Applicant have Tax Exempt Status?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Contact Person, including Title/Position: This Individual will be the Applicant Designee to receive all correspondence in this matter.	Michael Twohig, M.D. President	
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail (Zip Code Required)	1000 Asylum Avenue Suite 3201E Hartford, CT 06105	
Contact Person Telephone Number	860-714-5285	
Contact Person Fax Number	860-714-8808	
Contact Person e-mail Address	mtwohig@stfranciscare.org	

SECTION II. GENERAL APPLICATION INFORMATION

a. Project Title: Replace MRI unit

b. Project Proposal: replace 1.0 Tesla mobile MRI unit with new Siemens 1.5 Tesla Essenza

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:

9 Cranbrook Blvd, Enfield, CT 06082

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

Enfield, Suffield, Windsor Locks, Somers, Windsor, Stafford Springs, Broad Brook, East Windsor, Ellington, East Granby, Granby, and Massachusetts towns of Southwick, and Feeding Hills (the "Service Area").

h. Estimated starting date for the project: June 1, 2009

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

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: \$ 1,583,715

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

Major Medical Equipment Purchases*	
Medical Equipment Purchases*	
Non-Medical Equipment Purchases*	
Land/Building Purchases	
Construction/Renovation	670,000
Other (Non-Construction) Specify: _____	
Total Capital Expenditure	
Major Medical Equipment – Fair Market Value of Leases Medical	913,715
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	1,583,715
Total Project Cost	
Capitalized Financing Costs (Informational Purpose Only)	

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

See attachment 1

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.

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	Essenza	1	913,715

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

See attachment 1

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

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

SECTION IV. PROJECT DESCRIPTION

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.
2. List the types of services being proposed and what DPH licensure categories will be sought, if applicable.
3. Identify the current population served and the target population to be served.
4. Identify any unmet need and describe how this project will fulfill that need.
5. Are there any similar existing service providers in the proposed geographic area?
6. Describe the anticipated effect of this proposal on the health care delivery system in the State of Connecticut.
7. Who will be responsible for providing the service?
8. Who are the current payers of this service and identify any anticipated payer changes when the proposed project becomes operational?

Background/Project Overview:

Radiology Associates of Hartford P.C. (RAH) is a private physician group of nineteen (19) radiologists offering specialized diagnostic and interventional imaging services. RAH was established in 1976 and has provided outpatient and inpatient diagnostic and interventional imaging services since the group's inception; both independent of and in conjunction with St Francis Hospital and Medical Center and its affiliated entities, RAH is committed to providing quality compassionate care and bringing the latest advances in diagnostic and interventional imaging services to its patients.

Since the spring of 2005, RAH has operated a mobile 1.0 Tesla Siemens Harmony MR unit full time at its Enfield location. This equipment was purchased as a used piece of equipment under the prior CON threshold. It is now operated full time 6 days a week. The current unit is nearing the end of its operational life and has been experiencing growing technical problems over the past year. This has decreased the availability of the unit. Patients complain about the cold while going outside to the mobile

unit. By replacing the MRI with a better quality higher tesla strength inside unit, RAH can reduce physical discomfort for patients, provide greater efficiency and better technology to the physicians and patients it serves.

RAH proposes to upgrade the current unit to a 1.5 Tesla Siemens Essenza. The Essenza will improve the delivery of care to the Service Area in several ways. The Essenza is an 'open bore' magnet design which will be able to perform studies on obese patients and special needs patients which prior generations of MR units were unable to accommodate. The new design will improve patient comfort and help alleviate patient claustrophobia and most important it will produce better quality images of the scans being conducted.

In addition, RAH will be better equipped to provide care for women requiring Breast MRI services for which RAH physicians are specifically trained and qualified to provide. RAH has extensive experience with breast MRI, having developed the breast MRI imaging services for Comprehensive Breast Center at St Francis Hospital and Medical Center.

Finally, the new design and higher magnet field strength of the Essenza will allow us to decrease examination time; this will not only improve patient comfort but will also allow us to more efficiently address patient volume.

For these reasons, RAH seeks CON approval to replace the current mobile magnet with the indoor 1.5 Tesla Siemens Essenza.

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

RAH is a private physician radiology practice providing diagnostic and outpatient interventional radiology services. RAH provides diagnostic and interventional imaging services for St Francis Hospital and Medical Center (SFHMC). RAH also operates three private offices located in Glastonbury, Avon, and Enfield which provide: Diagnostic imaging, Ultrasound, CAT scan, MRI, Bone Densitometry, Mammography, Breast and Thyroid biopsies, Vein treatment, Nuclear Medicine and Interventional Radiology. All individual physicians are licensed to practice in the state of Connecticut, and facilities and equipment are ACR certified.

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

DPH licensure is not applicable. RAH proposes to replace and upgrade its MRI scanner.

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

The existing Service Area will remain the same. Nearly sixty percent (60%) of the patients in the Service Area are from three (3) towns: Enfield, Suffield and Windsor Locks. No other towns in the service area contribute over single digits to the total of patients served for current MRI unit. The population served is not expected to change with the new equipment.

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

The current unit is nearing the end of its operational life. It is further handicapped by an obsolete software platform. As of 2007, Breast MRI examinations are now the American Cancer Society standard of care for patients with certain risk levels. MRI, while not replacing mammography and breast ultrasound for screening, is an important tool in evaluating populations of women for occult

breast cancers or assisting in surgical planning and surveillance in women with known breast cancer or genetic predisposition.

The new MRI equipment design will allow RAH to meet a community need for breast MRI and other MRI imaging services. The higher field strength and newer coil and software designs used on the Essenza will also allow RAH to advance this critical service in the Service Area. Supplementary applications of the equipment will include better imaging of the body.

The current scanner is on target to perform just over 1600 examinations for 2008; volume to date is in line with historical projections. But more efficient equipment would be cost effective for providers and with less waiting and faster and less stressful scans for patients.

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

Yes. However, since RAH is an existing MRI provider in the Service Area, no impact is anticipated on the patient volume, or finances of other providers. To our knowledge, there are no other service providers providing Breast MRI services in Enfield. Patients requiring Breast MRI services are referred to Hartford.

Other area providers are Open MRI and Jefferson Radiology in Enfield, MRI Centers of Springfield and East Longmeadow, and Johnson Memorial Hospital. JMH has offered MRI services but has not been reporting data to CHIME of late. Johnson is part of the Tolland Imaging Center that started operation in the fall of 2008.

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

The effect of this project on the health care delivery system in the service area will be positive. Desired and improved community MRI services (Breast MRI) will be offered to the existing local patient population and referring physicians. Certain segments of that population, who now have to leave Enfield, such as obese and special needs patients, could be served in Enfield with this equipment upgrade. When patients travel out of their geographic area for MRI services, it increases the time and cost for care. In addition, because the current unit is at the end of its operational life, this replacement will allow for better quality images and care to the Service Area. RAH will replace the MRI to provide greater quality and better technology to its patients and referring physicians at no increased cost to patients or providers.

7) Who will be responsible for providing the service?

Radiology Associates of Hartford P.C. will be responsible for providing the service.

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

Current payers of this service include Medicare, Medicaid, and Commercial payers. There are no anticipated payer changes with the upgrade project.

AFFIDAVIT

To be completed by each Applicant

Applicant: Radiology Associates of Hartford, P.C.

Project Title: Replace MRI unit

I, Michael Twohig, M.D., President
(Name) (Position – CEO or CFO)

of Radiology Associates of Hartford, 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 Radiology Associates of Hartford, PC complies with the appropriate and (Facility Name) 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.

Michael Twohig
Signature

12-17-2008
Date

Subscribed and sworn to before me on 12-17-2008

Diane H. Lombardo
Notary Public/Commissioner of Superior Court

My commission expires: 04/30/2012

RAH

RAH LOI

Attachment 1 – equipment quote

MRI equipment quote. 12/17/08

RAH

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

MR Warranty Information

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

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

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

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

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

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

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

RADIOLOGY ASSOCIATES OF HARTFORD1000 ASYLUM AVE
HARTFORD, CT 06105

PROPOSAL REFERENCE	
Proposal:	1-93G63T
Date:	6/12/2008
Siemens' REPRESENTATIVE	Elizabeth Dermody

LOCAL SALES OFFICE: BostonSiemens 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 Essenza

As outlined in Letter of Confidentiality, this is a confidential special offer extended to Novation Sole Source MR Group Buy Customers that may not be disclosed to any 3rd parties or affiliates. Novation Master Agreement XR50062. All Group Buy orders must be firm with no contingencies, and booked by September 30, 2008.

DELIVERY SUBJECT TO AVAILABILITY

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

WARRANTY: See specific product line attachment definitions.

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

TERMS OF PAYMENT: 00% Down, 90% Delivery, 10% Installation

PURCHASING AGREEMENT: NOVATION GB 2008 - MR

Siemens Medical Solutions USA, Inc.

CUSTOMER'S ACCEPTANCE:

SUBMITTED BY: _____ (signature)

BY: _____ (signature)

NAME: Elizabeth Dermody

NAME: _____

TITLE: Siemens' REPRESENTATIVE

TITLE: _____

DATE: 6/12/2008

DATE: _____

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

RADIOLOGY ASSOCIATES OF HARTFORD

1000 ASYLUM AVE
HARTFORD, CT 06105

PROPOSAL REFERENCE

Proposal: 1-93G63T Date: 6/12/2008

Special Service Offering:

For any Four (4) or Five (5) year Gold Service Agreement, an additional three percent (3%) discount will be added- not to exceed 32%.

This also includes your choice of either extended PCP (Four Hours) or PM After Hours.

The value stated on this quotation represent fair market value of such item(s). Purchaser acknowledges that it is aware of the provisions with respect to the reporting of certain discount, including section 1128B(b)(3)(A) of the Social Security Act, 42 U.S.C. § 1320a-7b(b)(3)(A) and 42 C.F.R. § 1001.952(h), and agrees that the Purchaser shall report accurately to private and governmental third-party payers, health-plan sponsors, patients and others the net effective discount price for each product, including discounts earned through participation in a Siemens program, to the extent required under applicable federal and state law. The Purchaser's signature on the quotation is to indicate that the Purchaser is in agreement with the foregoing

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.

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

RADIOLOGY ASSOCIATES OF HARTFORD1000 ASYLUM AVE
HARTFORD, CT 06105**PROPOSAL REFERENCE**

Proposal: 1-93G63T Date: 6/12/2008

Quote #	Quote Name	
1-AUZF49	MAGNETOM Essenza	
Revision	Terms of Payment	
2	00% Down, 90% Delivery, 10% Installation	
FOB: Destination		

NOVATION GB 2008 - MR terms and conditions apply to system quote #1-AUZF49.

RELEVANT Items for Quote #1-AUZF49 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
<u>MAGNETOM ESSENZA</u>			
1	14407400	MAGNETOM Essenza - System	

The Siemens MAGNETOM ESSENZA with Tim technology is an ultra short (145cm) and light weight 1.5T system. All the applications and power you need, in an easy to site, easy to operate, and easy on your budget MR system. MAGNETOM ESSENZA is equipped with the latest MR technology. This includes: - Tim (Total imaging matrix) technology, which shifts the spotlight onto a new and tremendously innovative RF system and matrix coil technology. - Ultra-short 131 cm long, whole-body superconductive 1.5T magnet with Zero Helium Boil-Off technology - Actively Shielded water-cooled Siemens exclusive gradient system with: - Maximum gradient field strength 30 mT/m per axis - Max. slew rate 100 T/m/s per axis - 100% duty cycle. The following RF Coils: Unique Isocenter Spine matrix to optimize system utilization and workflow - Head matrix - Neck matrix - 4 channel Flex coil large - 4 channel Flex coil small. High performance new host computer and image processor syngo, the Siemens unique multi modality software providing innovative applications and

Siemens Medical Solutions USA, Inc.

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RADIOLOGY ASSOCIATES OF HARTFORD

1000 ASYLUM AVE
HARTFORD, CT 06105

PROPOSAL REFERENCE

RELEVANT Items for Quote #1-AUZF49 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
workflow automation features. The Tim Application Suite which includes eight dedicated application packages: Neuro Suite, Angio Suite, Cardiac Suite, Body Suite, Onco Suite, Breast Suite, Ortho Suite and Pediatric Suite. The system including magnet, electronics and control room can be installed in 30 sqm space. For system cooling either the predefined chiller option or the Separator is required.			
1	14407402	Patient table w vertical move #Ez The patient table is mounted directly to the magnet assembly. The table can support up to 200 kg (440 lbs) patients and has a positioning accuracy of +/- 0.8 mm. The table comes with a comprehensive set of patient positioning cushions. Enables lowering of the patient table down to 55 cm for easy set-up of elderly or very sick patients.	
1	14407372	Active Cooling System #Ez Water cooling solution when no central hospital cooling water supply or no local chiller is available. Includes water hose (20m) and connectors.	
1	14407373	Fan Unit, Standard #Ez Fan unit for the Active Cooling System.	
1	14402501	License USA License for US specific software functionality.	
1	14407384	PC Keyboard US english #Ez Standard PC keyboard with 101 keys.	

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HARTFORD, CT 06105**PROPOSAL REFERENCE**

Proposal: 1-93G63T Date: 6/12/2008

RELEVANT Items for Quote #1-AUZF49 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14407381	MR Workplace Container #Ez Extra case for the syngo host computer with sliding front door to allow change of storage media.	
1	14407382	MR Workplace Container #Ez Ergonomically designed table for : - Color monitor - Keyboard - Mouse - Patient communication unit - Patient supervision display	
1	14407375	PMU Wireless Physio Control #Ez 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.	
1	14407388	Front Cover #Ez Front cover of MAGNETOM ESSENZA.	
1	14409159	iPAT Extensions #Ez iPAT Extensions (Integrated Parallel Acquisition Techniques): iPAT ² allows iPAT in 2 directions simultaneously (phase encoding direction and 3D direction for 3D sequences).	

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Proposal: 1-93G63T Date: 6/12/2008

RELEVANT Items for Quote #1-AUZF49 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14409166	BLADE #Ez	Motion and flow insensitive multi-shot Turbo Spin Echo (TSE) sequence for all body regions with optional inter-shot motion correction.
1	14409171	Composing syngo #Ez	This application provides dedicated evaluation software for creating full-format images from overlapping MR volume data sets and MIPs acquired at multiple stages.
1	14409167	Inline Composing syngo #Ez	This Inline Package includes a dedicated software for the generation of full-format images from overlapping MR volume data sets and MIPs from several steps – fully automatic, directly after measurement.
1	14409160	Inline Diffusion #Ez	Automatic real-time calculation of trace-weighted images and ADC maps with Inline technology. Compatible to single-shot diffusion-weighted EPI.
1	14409151	SWI #Ez	Susceptibility Weighted Imaging is a high-resolution 3D imaging technique for the brain with ultra-high sensitivity for microscopic magnetic field inhomogeneities caused by deoxygenated blood, products of blood decomposition and microscopic iron deposits. Among other things, the method allows for the highly sensitive proof of cerebral hemorrhages and the high-resolution display of venous cerebral blood vessels.

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Proposal: 1-93G63T Date: 6/12/2008

RELEVANT Items for Quote #1-AUZF49 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14409161	CISS & DESS #Ez Advanced 3D imaging sequences and protocols which are unique to Siemens: - 3D DESS and - 3D CISS	
1	14407391	Body Matrix Coil #Ez The 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 - Operates in an integrated fashion with the IsoCenter 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 - IsoCenter Matrix coil - Additional Body Matrix coils (max. 2 in total) for additional anatomical coverage - PA Matrix coil (Peripheral Angio Matrix; optional) - All flexible coils (e.g. 4-channel Flex Coil, small, 4-channel Flex Coil, large) - Endorectal coil	
1	14407395	Focus Shoulder Array Coil #Ez The Focus Shoulder Array Coil is an iPAT compatible coil for examinations of the left or right shoulder. The Focus Shoulder Array Coil features: - 6-element design with 6 integrated preamplifiers - No coil tuning - Focus Wing with integrated shim device focuses the homogeneity volume of the magnet to the off-center anatomy. - For narrow or wide shoulders the coil can be attached at different positions on the base plate. - One base plate pad and one head rest for high patient comfort are included.	

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Proposal: 1-93G63T Date: 6/12/2008

RELEVANT Items for Quote #1-AUZF49 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14407392	Extremity Matrix Coil #Ez	The 8-channel Extremity Matrix Coil is an iPAT compatible no tune receive coil for knee joint examinations. The Extremity Matrix Coil features: - CP coil with 12 integrated Preamplifiers - Upper coil part removable - 2 Cushions to comfortably position different-sized knees - No coil tuning
1	14407393	PA Matrix Coil #Ez	The 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 PA Matrix Coil features: - 16-element design with 16 integrated preamplifiers, in 8 CP pairs, i. e. 4 levels with 2 CP elements each - Operates in an integrated fashion with the Body Matrix Coils and Spine Matrix Coil - Both legs are independently covered with coil elements, maximizing the coil filling factor and the signal-to-noise ratio - No coil tuning - iPAT-compatible Applications: - High-resolution angiography of both legs incl. pelvis with highest signal-to-noise ratio - Visualization of the iliac arteries and aorta Can be combined with: - IsoCenter Matrix Coil - Body Matrix Coil - All flexible coils (e.g. 4-channel Flex Coil, small, 4-channel Flex Coil, large)
1	14407394	Breast Matrix Coil #Ez	Multi-element matrix coils are an important component of Tim technology (Total imaging matrix). Matrix coils include several receiver coil elements that can be flexibly switched in groups. Each individual receiver coil element is equipped with its own low-noise preamplifier in order to maximize the signal-to-noise ratio. Main features of the breast matrix coil: - 4-element design with 4 integrated preamplifiers. - Operation, depending on matrix coil mode, as 2-channel coil (CP mode), 4-channel coil (dual mode). Applications: - MR breast examinations

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

RADIOLOGY ASSOCIATES OF HARTFORD1000 ASYLUM AVE
HARTFORD, CT 06105**PROPOSAL REFERENCE**

Proposal: 1-93G63T Date: 6/12/2008

RELEVANT Items for Quote #1-AUZF49 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14409103	Cable Set syngo 8/13 #Ez Cable length inside the cabin 8 m, cable length outside the cabin 13 m. Inclusive Ethernet Twisted Pair Adapter and 10 m cable.	
1	14409108	Helium Fill 30/70 #Ez Helium Fill for cold delivery ex works.	
1	14409176	UPS Cable #Ez Power cable for the UPS-system UPS Powerware PW 9125-3000i at the ACC of the MAGNETOM ESSENZA for backing up the computer. Standard cable length 9 m.	

MAGNETOM Essenza - Local

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

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RELEVANT Items for Quote #1-AUZF49 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
<u>Novation MR GB Promo - Local</u>			
1	MR_PR_NOGB_08	Novation FY08 Q4 MR GB	
1	MR_PR_NOGB_08_EZ	Novation FY08 Q4 MR GB Essenza	
1	MR_PR_NOGB_EXWR_E	Novation GB MR ExWty 6 mos EZ (FMV\$52K)	
1	MR_PR_NOGB_AP32HRS	Novation GB Add'l trng 32 hours (FMV\$7K)	
1	PWR9125H3000	Powerware 9125 3000i - 3kVA UPS plusEBM	

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RELEVANT Items for Quote #1-AUZF49 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	PWR9125CORD	Powerware Power Cord 9125-3kVA	
1	CHILINST	Start-up and Warranty	
<u>MR Clinical Education - Local</u>			
1	MR_INITIAL_32	Initial onsite training 32 hrs	
1	MR_FOLLOWUP_24	Follow-up training 24 hrs	
1	MR_SYNGO_BCLS	Basic syngo MR Class	
1	MR_SYNGO_BCLS	Basic syngo MR Class	

ACCEPTANCE ON FIRST PAGE INCLUDES ALL FOLLOWING PAGES AS SPECIFIED ABOVE

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RELEVANT Items for Quote #1-AUZF49 Revision 2 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	<u>MR_ADD_32</u>	Additonal onsite training 32 hours	

Quote #1-AUZF49 Extended Total: \$913,715

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OPTIONAL Items for Quote #1-AUZF49 Revision 2 (Not Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14407391	Body Matrix Coil #Ez	\$17,680
		The 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 - Operates in an integrated fashion with the IsoCenter 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 - IsoCenter Matrix coil - Additional Body Matrix coils (max. 2 in total) for additional anatomical coverage - PA Matrix coil (Peripheral Angio Matrix; optional) - All flexible coils (e.g. 4-channel Flex Coil, small, 4-channel Flex Coil, large) - Endorectal coil	

1	14409162	Inline Perfusion #Ez	\$6,800
Automatic real-time calculation of Global Bolus Plot (GBP), Percentage of Baseline at Peak map (PBP), and Time-to-Peak map (TPP) with Inline technology.			

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Proposal: 1-93G63T Date: 6/12/2008

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.

COMPLIANCE:

Notice: Compliance with legal and internal regulations is an integral part of all business processes at Siemens. Possible infringements can be reported to our Helpdesk "Tell us" at www.siemens.com/tell-us.

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Terms and Conditions of Sale

1. GENERAL

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

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

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

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

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

2. PRICES

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

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

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

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

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

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

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

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

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

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

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

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 conditions at the time of acceptance of Purchaser's order by Seller. Seller shall make every reasonable effort to meet the delivery date(s) quoted or acknowledged, but shall not be liable for any failure to meet such date(s). Partial shipments may be made.

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

(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 photocopy of this Agreement (including any addenda, attachments and amendments thereto) may be filed by Seller as a Uniform Commercial Code financing statement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

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

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

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

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

9. FORCE MAJEURE

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

10. WARRANTY

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

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

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

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

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

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

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

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

11. LIMITATION OF LIABILITY

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

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

12. INSTALLATION - ADDITIONAL CHARGES

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

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

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

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

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

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

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

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

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

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

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

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.

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

15. ENGINEERING CHANGES

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

16. ASSIGNMENT

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

17. DAMAGES, COSTS AND FEES

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

18. MODIFICATION

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

19. GOVERNING LAW; WAIVER OF JURY TRIAL

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

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

20. COST REPORTING

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

21. INTEGRATION

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

22. SEVERABILITY; HEADINGS

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

23. WAIVER

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

24. NOTICES

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

25. RIGHTS CUMULATIVE

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

26. END USER CERTIFICATION

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

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

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 licensee 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 Licensor's premises to whom such disclosure is necessary to enable Licensee to use the Software or Documentation within the scope of the license provided in this Schedule. If the Software is supplied 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.

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5. UPDATES AND REVISES: During the warranty period or under a separate service contract or software update subscription, revised or updated versions of the Software licensed under this Schedule may be made available, at Licensor's option, to Licensee to use or to test while Licensee continues use of a previous version. Licensor has the right to decide whether to install any such revised or updated versions or to continue use of the previous version after giving due regard to the United States Food and Drug Administration rules and regulations. However, Licensee shall pay Licensor for any services necessitated by any modifications of the Software by Licensor or by Licensor's failure to utilize the current non-investigational version of the Software provided by Licensor. Software updates that provide new features or capabilities or that require hardware changes will be offered to Licensee at purchase price established by Licensor. Licensor retains the sole right to determine whether an update represents an enhancement of a previously purchased capability or a new capability for which the Licensee will be charged. In addition, some updates may require Applications Training performed by Licensor's personnel that will be offered at Licensor's prevailing rates. Licensor retains the sole right to determine whether an update requires such training.

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Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

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Revised 03-15-05

Minor equipment list to be detailed in CoN application.



STATE OF CONNECTICUT
OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

December 22, 2008

Michael Twohig, M.D., President
Radiology Associates of Hartford, PC
1000 Asylum Street, Suite 3201 E
Hartford, CT 06105

Re: Letter of Intent, Docket Number 08-31287
Radiology Associates of Hartford, PC
Acquisition of a 1.5 Tesla Magnetic Resonance Imaging Scanner

Dear Dr. Twohig,

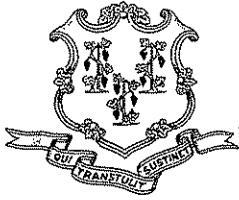
On December 17, 2008, the Office of Health Care Access ("OHCA") received the Letter of Intent ("LOI") Form of Radiology Associates of Hartford, PC ("Applicant") for the acquisition of a 1.5 Tesla Magnetic Resonance Imaging Scanner to be located in Enfield, at a total capital expenditure of \$1,583,715.

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

Sincerely,

Kimberly R. Martone
Certificate of Need Supervisor

KRM:lmg



STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

December 22, 2008

Requisition # HCA09-085
Email: Publicnotices@courant.com

Hartford Courant
285 Broad Street
Hartford, CT 06115

Gentlemen/Ladies:

Please make an insertion of the attached copy, in a single column space, set solid under legal notices, in the issue of your newspaper by no later than **Friday, December 26, 2008**.

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

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

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

KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,

Kimberly R. Martone
Certificate of Need Supervisor

Attachment

KRM:SWL:PF:lmg

c: Sandy Salus, OHCA

An Affirmative Action / Equal Opportunity Employer

410 Capitol Avenue, MS #13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308

Telephone: (860) 418-7001 • Toll free (800) 797-9688

Fax: (860) 418-7053

PLEASE INSERT THE FOLLOWING:

Statute Reference:	19a-639
Applicant:	Radiology Associates of Hartford, PC
Town:	Enfield
Docket Number:	08-31287-LOI
Proposal:	Acquisition of a 1.5 Tesla Magnetic Resonance Imaging Scanner
Capital Expenditure:	\$1,583,715

The Applicant may file its Certificate of Need application between February 15, 2009 and April 16, 2009. 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 at OHCA or on OHCA's website at www.ct.gov/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 Applicants.

Greer, Leslie

Sent: Monday, December 22, 2008 4:22 PM

---IMA61c04f8.4950/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.

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Content-Type: message/delivery-status

Reporting-MTA: pop.state.ct.us

Final-Recipient: rfc8222;publicnotices@courant.com

Action: relayed

Status: 2.0.0

---IMA61c04f8.4950/pop.state.ct.us

Content-Type: message/rfc822

Received: from doit-mstwmms1 [159.247.5.80] by pop.state.ct.us with ESMTP
(SMTPD-10.02) id A4F40AFC; Mon, 22 Dec 2008 16:21:56 -0500

Received: from 159.247.77.53 by doit-mstwmms1 with ESMTP (Tumbleweed EMF SMTP Relay (Email Firewall
v6.0.0)); Mon, 22 Dec 2008 16:28:31 -0500

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: "Greer, Leslie" <Leslie.Greer@ct.gov>

MIME-Version: 1.0

Disposition-Notification-To: "Greer, Leslie" <Leslie.Greer@ct.gov>

Subject: Legal Ad 08-31287-LOI

Date: Mon, 22 Dec 2008 16:18:58 -0500

Message-ID: <741BDEFB9A5C9A4F9421A255626F70B101B7DA51@DOIT-EX401.exec.ds.state.ct.us>

X-MS-Has-Attach: yes

X-MS-TNEF-Correlator:

Thread-Topic: Legal Ad 08-31287-LOI

Thread-Index: AclkeubRW6UzhD39RHWgepXzzWIfXA==

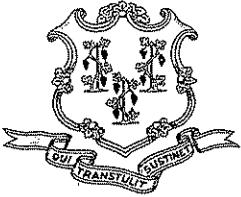
From: "Greer, Leslie" <Leslie.Greer@ct.gov>

To: publicnotices@courant.com

X-WSS-ID: 654ED9F53052276262-01-01

Content-Type: multipart/mixed;
boundary="----=_NextPart_001_01C9647A.E749CABD"

---IMA61c04f8.4950/pop.state.ct.us--



M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

CRISTINE A. VOGEL
COMMISSIONER

December 22, 2008

Requisition # HCA09-087
Email: Legals@JournallInquirer.com

Journal Inquirer
306 Progress Drive
Manchester, CT 06040

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 **Friday, December 26, 2008**.

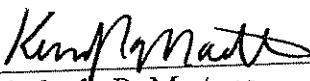
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KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,



Kimberly R. Martone
Certificate of Need Supervisor

Attachment

KRM:SWL:PF:lmg

c: Sandy Salus, OHCA

PLEASE INSERT THE FOLLOWING:

Statute Reference:	19a-639
Applicant:	Radiology Associates of Hartford, PC
Town:	Enfield
Docket Number:	08-31287-LOI
Proposal:	Acquisition of a 1.5 Tesla Magnetic Resonance Imaging Scanner
Capital Expenditure:	\$1,583,715

The Applicant may file its Certificate of Need application between February 15, 2009 and April 16, 2009. 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 at OHCA or on OHCA's website at www.ct.gov/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 Applicants.

Greer, Leslie

From: Greer, Leslie
Sent: Monday, December 22, 2008 4:21 PM
To: 'legals@JournallInquirer.com'
Subject: Legal Ad 08-31287-LOI
Attachments: 08-31287 LOI Journal Inquirer.doc

Legal Ad,
Please run the attached the public notice in your newspaper no later than December 26, 2008. Please
notify me that you have received this request.

Thank you,

Leslie M. Greer
Office of Health Care Access
State of Connecticut
410 Capitol Avenue
Hartford, CT 06134
Phone: (860) 418-7001
Fax: (860) 418-7053
Website: www.ct.gov/ohca

Greer, Leslie

From: JThomas [JThomas@courant.com]
Sent: Tuesday, December 23, 2008 1:07 PM
To: Greer, Leslie
Subject: FW: Legal Ad 08-31287-LOI

Your ad has been reformatted to a 1 col. The new charge is 171.56.

Statute Reference: 19a-639

Applicant: Radiology Associates
of Hartford, PC

Town: Enfield

Docket Number: 08-31287-LOI

Proposal: Acquisition of a 1.5
Tesla Magnetic
Resonance Imaging
Scanner

Capital Expenditure: \$1,583,715

The Applicant may file its Certificate of Need application between February 15, 2009 and April 16, 2009. 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.

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From: HC Public Notice
Sent: Tuesday, December 23, 2008 12:51 PM
To: 'Greer, Leslie'
Subject: RE: Legal Ad 08-31287-LOI

Your state wide ad, no. 2258737, is scheduled for 12/26. Charge is 187.07.

Statute Reference: 19a-639
Applicant: Radiology Associates of Hartford, PC
Town: Enfield
Docket Number: 08-31287-LOI
Proposal: Acquisition of a 1.5 Tesla Magnetic Resonance Imaging Scanner
Capital Expenditure: \$1,583,715

The Applicant may file its Certificate of Need application between February 15, 2009 and April 16, 2009. Interested persons are invited to submit written comments to Christine 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 at OHCA or on OHCA's website at www.ct.gov/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 Applicants.

From: Greer, Leslie [mailto:Leslie.Greer@ct.gov]
Sent: Monday, December 22, 2008 4:19 PM
To: publicnotices@courant.com
Subject: Legal Ad 08-31287-LOI

Legal Ad,
Please run the attached public notice in your newspaper by December 26, 2008. Please notify me that you have received this request.

Thank you

Greer, Leslie

From: legals@journalinquirer.com
Sent: Tuesday, December 23, 2008 12:03 PM
To: Greer, Leslie
Subject: RE: Legal Ad 08-31287-LOI

Good Morning Leslie,

We are all set with your legal ad. I called your office today and got the answer to the question I posed in the email to you. The legal ad is all set to run on December 24, 2008. The cost is \$110.18, and your office will be billed as per your request. An affidavit, duplicate bill and tear sheet will be provided.

Thank you,

Tom

Classified Dept.

---- Original Message ----

From: Leslie.Greer@ct.gov
To: legals@JournalInquirer.com
Subject: Legal Ad 08-31287-LOI
Date: Mon, 22 Dec 2008 16:21:05 -0500

>Legal Ad,

>
>Please run the attached the public notice in your newspaper no later
>than December 26, 2008. Please notify me that you have received this
>request.

>

>

>

>Thank you,

>

>

>

>Leslie M. Greer

>

>Office of Health Care Access

>

>State of Connecticut

>

>410 Capitol Avenue

>

>Hartford, CT 06134

>

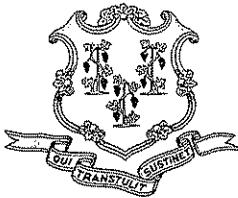
>Phone: (860) 418-7001

>

>Fax: (860) 418-7053

>

>Website: www.ct.gov/ohca <<http://www.ct.gov/ohca>>



STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

January 8, 2009

Michael Twohig, M.D.
President
Radiology Associates of Hartford, P.C.
1000 Asylum Street, Suite 3201 E
Hartford, CT 06105

RE: Certificate of Need Application Forms, Docket Number 08-31287-CON
Radiology Associates of Hartford, P.C.
Proposal to Acquire a fixed open 1.5 Tesla Magnetic Resonance Imaging Scanner in
Enfield by replacing a mobile 1.0 Tesla Magnetic Resonance Imaging Scanner

Dear Dr. Twohig:

Enclosed are the application forms for Radiology Associates of Hartford, P.C.'s Certificate of Need ("CON") proposal to acquire a fixed open 1.5 Tesla Magnetic Resonance Imaging Scanner in Enfield by replacing a mobile 1.0 Tesla Magnetic Resonance Imaging Scanner. The proposal has an associated capital expenditure of \$1,583,715. According to the parameters stated in Section 19a-638 of the Connecticut General Statutes the CON application may be filed between February 15, 2009, and April 16, 2009.

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.

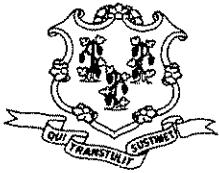
The analysts assigned to the CON application are Steven Lazarus and Paolo Fiducia. Please contact them at (860) 418-7001 if you have questions.

Sincerely,



Kimberly Martone
Certificate of Need Supervisor

Enclosures



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 February 15, 2009, and may be submitted no later than April 16, 2009. The Analysts assigned to your application are Steven W. Lazarus and Paolo Fiducia they may be reached at the Office of Health Care Access at (860) 418-7001.

Docket Number: 08-31287-CON

Applicant Name: Radiology Associates of Hartford, P.C.

Contact Person: Michael Twohig, M.D.
President

Contact Address: Radiology Associates of Hartford, P.C.
1000 Asylum Street, Suite 3201 E
Hartford, CT 06105

Project Location: Enfield

Project Name: Acquisition of a fixed open 1.5 Tesla Magnetic Resonance Imaging Scanner in Enfield by replacing a mobile 1.0 Tesla Magnetic Resonance Imaging Scanner

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

Est. Capital Expenditure: \$1,583,715

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. Please address the following:

- i. Provide a history of the existing mobile MRI (i.e. date acquired, operation date, etc.);
- ii. Provide a schedule and hours of operation of the mobile MRI and all the entities and their schedule that use the mobile MRI.

B. Explain in detail how Radiology Associates of Hartford, P.C. ("Applicant") determined need for the existing MRI scanner.

C. Explain how it was determined there was a need for the proposed 1.5 T MRI in Enfield.

D. Please address the following:

- i. Provide a copy of the analysis, needs assessment, studies that support the provision of a MRI service in Enfield.

- ii. Discuss the methodology utilized in determining need for the MRI service in Enfield. Please document.
- E. Provide service area towns for this proposal.
- F. Provide the rationale for choosing the proposed 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 '06	FY '07	FY '08	FY '09	FY '10	FY '11	FY '12

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.

- I. Include all derivation/calculations of the projected MRI volume.
- J. Please segregate the last completed FY's volume by the town and type of procedure.
- K. 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.

L. 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.

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

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

O. 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:

<input type="checkbox"/> American College of Cardiology	<input type="checkbox"/> National Committee for Quality Assurance	<input type="checkbox"/> Public Health Code & Federal Corollary
<input type="checkbox"/> National Association of Child Bearing Centers	<input type="checkbox"/> American College of Obstetricians & Gynecologists	<input type="checkbox"/> American College of Surgeons
<input type="checkbox"/> Report of the Inter-Council for Radiation Oncology	<input type="checkbox"/> American College of Radiology	<input type="checkbox"/> Substance Abuse Society and Mental Health Services Administration
<input type="checkbox"/> 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:

<input type="checkbox"/> DPH	<input type="checkbox"/> JCAHO
<input type="checkbox"/> Fire Marshall Report	<input type="checkbox"/> Other States Health Dept. Reports
<input type="checkbox"/> AAAHC	<input type="checkbox"/> (New Out-of-State Providers)
<input type="checkbox"/> Other:	AAAASF

Note: Above referenced acronyms are defined below.¹

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

<input type="checkbox"/> A copy of the related Quality Assurance plan
<input type="checkbox"/> Protocols for service (new service only)
<input type="checkbox"/> 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?

<input type="checkbox"/> Energy conservation	<input type="checkbox"/> Group purchasing
<input type="checkbox"/> Application of technology (e.g., computer systems, robotics, telecommunication systems, etc.)	<input type="checkbox"/> Reengineering
<input type="checkbox"/> None of the above	
<input type="checkbox"/> Other (identify):	

7. Miscellaneous

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

Yes No

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

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

Yes No

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

C. Provide the following licensing information:

- i) If you are currently licensed, provide a copy of the State of Connecticut Department of Public Health license currently held.
- ii) The DPH licensure category you are seeking.
- iii) If not applicable, please explain why.

8. Financial Information

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

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

B. Provide the following financial information:

- 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.

10. Construction Information

- A. Provide a detailed description of the proposed new construction/renovation including the related gross square feet of new construction/renovation.
- B. Provide all schematic drawings related to the project that are available.

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	

11. Capital Equipment Lease/ Purchase

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

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

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

12. Type of Financing

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

Applicant's equity:

Source and amount:

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

Grant:

Amount of grant	
Funding institution/ entity	

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

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

Lease financing or
 CHEFA Easy Lease Financing:

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

Other financing alternatives:

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

B. Please provide copies of the following, if applicable:

- i. Letter of interest from the lending institution,
- ii. Letter of interest from CHEFA,
- iii. Amortization schedule (if not level amortization payments),
- iv. Lease agreement.

13. Revenue, Expense and Volume Projections

A.1. Payer Mix Projection

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.

GENERAL AFFIDAVIT

Applicant: _____

Project Title: _____

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: _____

13. 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:

<u>Total Facility:</u> <u>Description</u>	<u>FY Actual Results</u>	<u>FY Projected W/out CON</u>	<u>FY Projected Incremental</u>	<u>FY Projected With CON</u>	<u>FY Projected W/out CON</u>	<u>FY Projected Incremental</u>	<u>FY Projected With CON</u>	<u>FY Projected W/out CON</u>	<u>FY Projected Incremental</u>	<u>FY Projected With CON</u>
NET PATIENT REVENUE										
Non-Government				\$0				\$0		\$0
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
Other Operating Revenue				\$0				\$0		\$0
Revenue from Operations				\$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
Depreciation/Amortization				\$0				\$0		\$0
Interest Expense				\$0				\$0		\$0
Lease Expense				\$0				\$0		\$0
Total Operating Expenses				\$0				\$0		\$0
Income (Loss) from Operations				\$0				\$0		\$0
Non-Operating Income				\$0				\$0		\$0
Income before provision for income taxes				\$0				\$0		\$0
Provision for income taxes				\$0				\$0		\$0
Net Income				\$0				\$0		\$0
Retained earnings, beginning of year				\$0				\$0		\$0
Retained earnings, end of year				\$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.

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

