08-31289-LOI LG

YALE-NEW HAVEN HOSPITAL

December 22, 2008

RECEIVED
2008 DEC 22 P 3:38
CONNECTICUT OFFICE OF HEALTH CARE ACCESS

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

Re: Acquisition of Imaging Operating Rooms

Dear Commissioner Vogel:

Yale-New Haven Hospital (YNHH) is pleased to submit an original and six copies of an LOI for the acquisition of technology to create three Imaging Operating Rooms (OR), including an MR-guided OR outlined in the Cancer Hospital CON (DN 04-30410), a MR-guided biplane angiographic OR, and a robotic angiographic OR.

Advancements in communication, information technology, and digital imaging are driving an evolution of surgical services. As a result, patients will benefit from greater patient safety and accuracy during complex surgical cases. While each component of the proposal exists in Connecticut, nowhere in the State are the components combined in the proposed manner. YNHH proposes to bring these cutting-edge OR suites to Connecticut, preventing the loss of patients to New York City and Boston for this care.

Please forward any correspondence to:

Jean Ahn, System Director
Yale-New Haven Hospital
20 York Street
New Haven, CT 06504

Thank you for your consideration.

Sincerely,

Norman G. Roth
Senior Vice President
Administration

cc: William Aseltyne, Esq.

20 York Street
New Haven, CT 06510-3202

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	Yale-New Haven Hospital	
Doing Business As	Yale-New Haven Hospital	
Name of Parent Corporation	Yale-New Haven Network Corporation	
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail (Zip Code Required)	20 York Street New Haven, CT 06504	
Identify Applicant Status: P for Profit or NP for Nonprofit	NP	
Does the Applicant have Tax Exempt Status?	Yes X No	Yes No
Contact Person, including Title/Position: This Individual will be the Applicant Designee to receive all correspondence in this matter.	Jean Ahn System Director	
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail (Zip Code Required)	Yale-New Haven Hospital 20 York Street, CB 1007 New Haven, CT 06504	
Contact Person Telephone Number	(203) 688-2609	
Contact Person Fax Number	(203) 688-5013	
Contact Person e-mail Address	jean.ahn@ynhh.org	

SECTION II. GENERAL APPLICATION INFORMATION

a. Project Title: **Introduction of Imaging Operating Rooms**

b. Project Proposal: **YNHH proposes to acquire technology to create three Imaging Operating Rooms – a MR-guided OR outlined in the Cancer Hospital CON (DN 04-30410), a MR-guided biplane angiographic OR, and a robotic angiographic OR.**

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)*: **Neurosurgical, endovascular and cardiovascular**

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: **Application of imaging technology in the operating room environment**

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: **Complete fit-out of Smilow ORs and South Pavilion OR**

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:

20 York Street, New Haven, CT 06510

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

Please see response to Question 3 in the Project Description.

h. Estimated starting date for the project: **Following OHCA approval**

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

Not Applicable

SECTION III. ESTIMATED CAPITAL EXPENDITURE/COST INFORMATION

a. Estimated Total Project Expenditure/Cost: $ 15,000,000

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

Major Medical Equipment Purchases*	$11,950,000
Medical Equipment Purchases*	
Non-Medical Equipment Purchases*	
Land/Building Purchases	
Construction/Renovation	$ 3,050,000
Other (Non-Construction) Specify:	
Total Capital Expenditure	**$15,000,000**
Major Medical Equipment – Fair Market Value of Leases Medical	
Equipment – Fair Market Value of Leases	
Non-Medical Equipment – Fair Market Value of Leases*	
Fair Market Value of Space – Capital Leases Only	
Total Capital Cost	
Total Project Cost	
Capitalized Financing Costs (Informational Purpose Only)	

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

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
MR-guided OR and MR-guided biplane angiographic OR	IMRIS	IMRISneuro	1	$10,900,000
Robotic Angiographic OR	Siemens	Artis Zeego	1	$1,050,000

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

Please see Attachment I.

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

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

SECTION IV. PROJECT DESCRIPTION

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

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

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?

AFFIDAVIT

To be completed by each Applicant

Applicant: **Yale-New Haven Hospital**

Project Title: **Acquisition of Imaging Operating Rooms**

I, **James Staten**, **Chief Financial Officer** of **Yale-New Haven Hospital** being duly sworn, depose and state that the information provided in this CON Letter of Intent (Form 2030) is true and accurate to the best of my knowledge, and that **Yale-New Haven Hospital** complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

James Staten 12/19/08

Signature Date

Subscribed and sworn to before me on December 19, 2008

Susan Anspach Shiely

Notary Public/Commissioner of Superior Court

My commission expires: SUSAN ANSPACH SHIELY NOTARY PUBLIC MY COMMISSION EXPIRES MAR. 31, 2013

SECTION IV. PROJECT DESCRIPTION

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

   Yale-New Haven Hospital (YNHH) is the primary teaching hospital for the Yale University School of Medicine and a major community hospital for residents of the greater New Haven area. The Hospital offers a full array of primary to quaternary patient services; many quaternary services have been designated as regional or national referral services.

   A copy of YNHH's Department of Public Health License is presented as Attachment II.

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

   No additional licensure is required.

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

   The current population served and the target population to be served include the residents of Ansonia, Bethany, Branford, Cheshire, Clinton, Deep River, Derby, East Haven, Essex, Guilford, Hamden, Killingworth, Madison, Meriden, Milford, New Haven, North Branford, North Haven, Old Saybrook, Orange, Oxford, Seymour, Wallingford, Westbrook, West Haven and Woodbridge.

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

   Advancements in communication, information technology, and digital imaging are driving the evolution of innovative surgical services, leading to less invasive surgery, and greater patient safety and accuracy during procedures. These technologies provide a more thorough understanding of the patient's anatomy, providing detailed real-time images of underlying tissue and vascular structures previously unavailable during actual surgery. Although MR-guided OR was first introduced in Yale-New Haven's Cancer Hospital CON (Docket Number 04-30410) as a "new and improved technology" that was needed to see targeted tissue and surrounding areas for "perioperative planning, intraoperative imaging, and image-guided surgery" (please see DN 04-30410, pages 19 and 91), other innovative surgical services have also emerged since 2004. Due to facility infrastructure constraints and limited access for required information technology, these new technologies unfortunately cannot be easily accommodated in existing older ORs, requiring facility construction and/or renovation.

   Through provision of the following technologies and surgical services, the Hospital seeks to offer its patients leading-edge surgical innovation that provides real-time images that will provide surgeons with unprecedented access and information that will enhance care:

   <u>MR-guided OR/Intraoperative MRI</u>
   Intraoperative MRI (iMRI) uses real-time imaging and data processing to link images of the soft tissue to spatial positioning of surgical tools relative to patient's anatomy throughout the procedure. Documentation of precise localization to the submillimeter during surgery provides an invaluable tool to improve outcomes.

   Intraoperative MRI is emerging as a new standard of care for complex neurosurgical applications. The future of neurosurgery depends on the precise localization within the brain for delivery of therapy: resection of tumors, addition of stem cells, introduction of viruses,

gene transfer therapy, or insertion of electrodes. This technology allows surgeons to better identify tumors and lesions, differentiate diseased and healthy tissue, and account for tissue motion induced by cranial fluid loss, tumor resection and patient movement. Studies of brain tumor and epilepsy surgery patients indicate that iMRI improves surgeons' precision of total tumor resection and reduces complication rates.

This technology will also enable interventional MRI procedures typically performed at leading academic medical centers, such as therapeutic biopsy and ablation of liver, kidney and breast tumors; uterine fibroid embolization; vacuum biopsy of the breast; and cryoablation therapy for prostate and kidney tumors.

Hybrid ORs/Angiographic ORs

Angiographic Operating Rooms incorporate angiographic equipment in a traditional OR setting for endovascular procedures. The imaging systems are used either before or after an open surgical procedure, to image a fully interventional procedure, or to allow for combined open/interventional procedures, providing unprecedented imaging capability to enhance patient care quality and outcomes. The proposed biplane OR would be positioned in a suite next to the MR-guided OR, with the MR capable of traveling into the biplane OR as needed. As an example, it will allow YNHH surgeons to perform intraoperative diagnostic neuroangiography. The technology will improve the ability to treat routine pathologies as well as safely treat patients presenting with increasingly complex cerebrovascular and skull base pathologies. The proposed robotic single plane OR will allow YNHH surgeons to perform intraoperative diagnostic angiography and will improve the ability to treat image-guided vascular and cardiac surgeries.

Provision of these advanced OR technologies, and the proposed renovation needed to offer them, will allow YNHH to further its ability to provide its patients with the latest in innovative surgical services that will improve patient safety and accuracy during complex procedures.

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

   The Hospital is not aware of any current providers of Imaging Operating Rooms in Connecticut.

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

   The new imaging ORs will allow Yale-New Haven Hospital to provide innovative surgical services to its patients that improve the overall quality of care provided.

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

   Yale-New Haven Hospital will be responsible for providing the service.

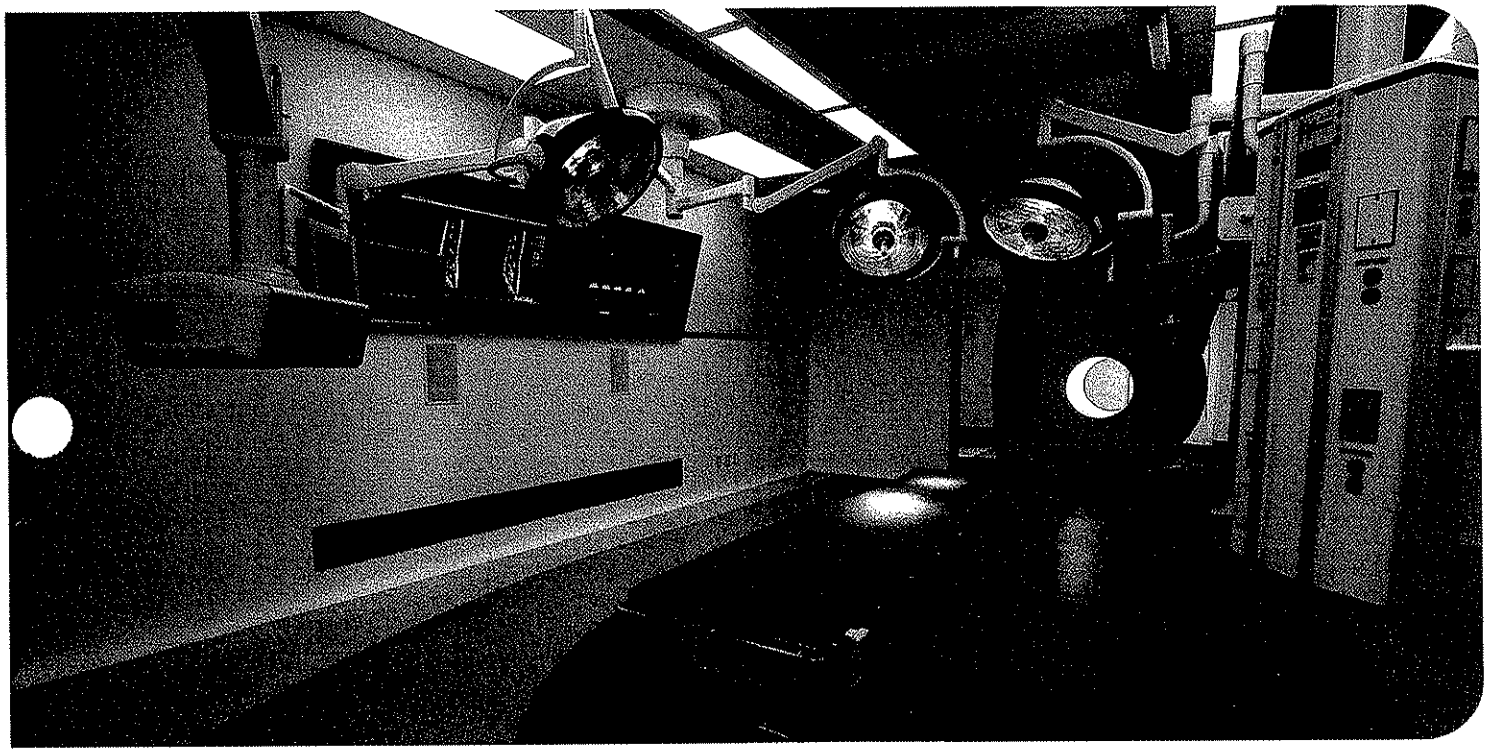
8. **Who are the current payers of this service and identify any anticipated payer changes when the proposed project becomes operational?**

   The payers for this service include Medicare, Medicaid, Aetna, Blue Cross, Cigna, Connecticare, HMC PPO, Oxford, PHS, United Healthcare, Workers Compensation, Yale Health Plan and others.

APPENDIX I

VENDOR QUOTATION

IMRIS



Yale-New Haven Hospital, Connecticut

IMRISneuro BUDGETARY PROPOSAL

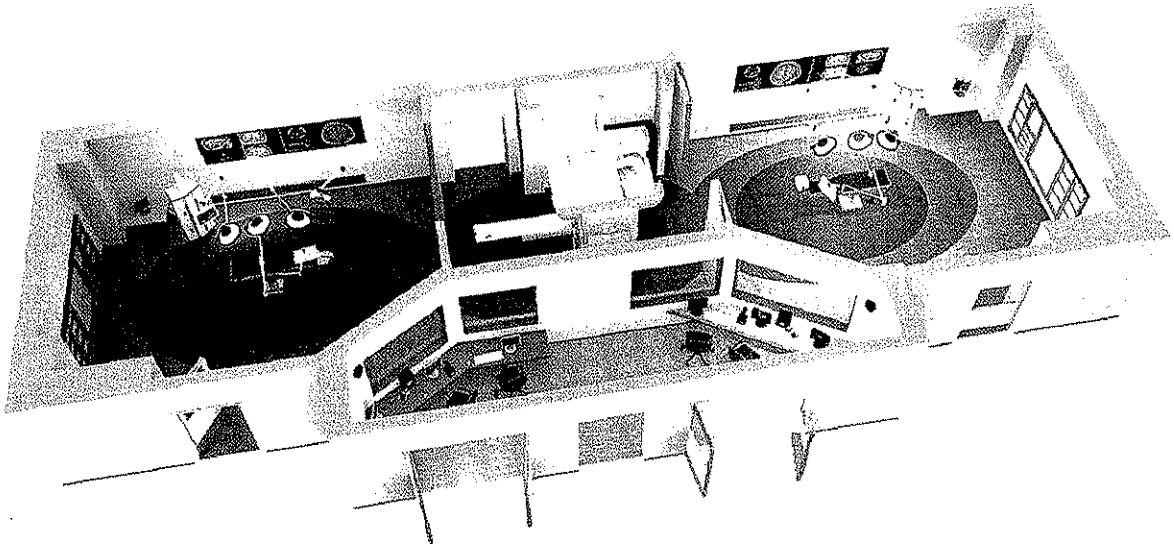
08-0056Rev_1
September 26, 2008

IMRISneuro

Executive Summary

In response to Yale-New Haven Hospital's August 21st request for support information for the CON submission being made to the State of Connecticut, IMRIS is pleased to provide this budgetary proposal for the Operating Room - Diagnostic Room -Operating Room (OR-DR-OR) configuration of IMRISneuro™, a fully integrated intra-operative MR surgical solution. This proposal replaces Document No. 08-0056 dated September 5, 2008.

The IMRISneuro solution offers a fully functioning multi-purpose operating theater and diagnostic imaging system. The IMRISneuro MR imaging system has the unique ability to move between diagnostic and operating rooms on demand in a matter of seconds, which provides hospitals with a very flexible and cost effective use of these valuable facilities. This unique feature also allows the hospital to employ the operating room for surgical procedures that do not require MR imaging.



IMRISneuro OR-DR-OR

Clinical Utility
The IMRISneuro system allows the surgical team to position the patient exactly as required for the procedure without any compromises. Once positioned, the patient need never move for scanning, so all associated ventilation and peripheral devices do not require adjustment for the imaging procedure. The IMRISneuro solution will provide Yale-New Haven Hospital with optimum surgical utility. When the MR scanner is not in the operating room, the surgical team has full 360-degree access to the patient, and relocation of the magnetic field enhances operating room safety.

Diagnostic Excellence
The IMRISneuro MR imaging system can also be used as a fully functioning diagnostic MR scanner for non-surgical patients. The Siemens Espree magnet provides industry-leading capability and may also be used for diagnostic examination of patients who require the service of anesthesia or critical support.

Economic Value
The IMRISneuro solution represents outstanding economic value by providing both clinical utility and diagnostic excellence in the same system. IMRISneuro can be used for standard diagnostic imaging in an adjacent suite when not in use in the operating room thereby ensuring that Yale-New Haven Hospital realizes a significantly improved return on its investment.

IMRISneuro is a scaleable state-of-the-art surgical imaging solution. IMRIS is pleased to offer the following combination of components to meet your requirements:

- MRI5 Imaging System
- IMRIS*matrix*
- Project Management

IMRISneuro MRI5 Imaging System

The IMRISneuro MR15 Imaging System leverages all of the diagnostic functionality of the Siemens Espree 1.5 Tesla MR system and combines this with the unique patented IMRIS technology that facilitates an intra-operative functionality acutely focused on patient safety. The high field 1.5T MR provides the surgeon with high resolution, timely images for use in surgical planning, intra-operative assessment and post operative evaluation. IMRIS will provide Yale-New Haven Hospital with advanced intra-operative RF coils, MR-compatible head fixation devices and a specially designed MR-compatible operating room table as part of this system. The IMRIS integrated solution includes complete set of system manuals (operator, nursing and MRI system), a comprehensive applications training program (intra-operative, clinical and system operation) and customer specific system engineering services (site planning, surveys (vibration, EMI and rebar) and preliminary design level drawings). IMRIS provides an MR shield system specifically designed for the customer's designated space; and the technical details and pricing for shielding are included as part of the product offering.

IMRIS*matrix*

IMRIS*matrix* is an integrated operating room specifically designed for neurosurgical application and will provide Yale-New Haven Hospital with advanced digital, audio and video capabilities. The IMRIS solution is designed to facilitate optimum patient care via seamless information transfer and display.

IMRISneuro Project Management

The IMRIS Program Management and Engineering Teams will provide comprehensive design, planning and implementation in full collaboration with Yale-New Haven Hospital to ensure the successful delivery of the IMRISneuro solution. IMRIS program managers will work with Yale-New Haven Hospital to develop a realistic timeline that fits with the Hospital's plans and will manage the IMRISneuro installation to ensure that all quality, cost and time commitments are met.

IMRIS Responsibilities
IMRIS will be responsible for the program management, design, installation (including on-site rigging), training and technical support associated with the IMRISneuro components listed in this proposal to ensure effective and efficient delivery within an agreed upon schedule to meet Yale-New Haven Hospital's program requirements. IMRIS also provides comprehensive customer support in concert with relevant business partners, during the warranty period and through subsequent extended service contracts.

Customer Responsibilities
Yale-New Haven Hospital will be responsible for the requirements of OR infrastructure related to; HVAC, medical gases, oxygen, lighting, electrical power, fire protection; telephone and data systems such as PACS, RIS, HIS or hospital networked monitors and computers; room finishes including switches, fixtures, plug-ins, network ports, flooring, walls, ceiling and framing (both internal and external to the MR Shield), all necessary building permits and final architectural drawings. Yale-New Haven Hospital is also responsible for the following requirements related to the installation of the MR system: chilled water, structural steel and room preparation in compliance with the 'IMRIS Siting Guideline' requirements, facility installation logistics including security, traffic control, route preparation, on-site storage, all shoring costs and any rigging costs in excess of USD $20,000 and additional costs incurred by IMRIS as a consequence of either Hospital labor contracts or local regional labor regulations.

In the event that Yale-New Haven Hospital would like IMRIS to assume any of the Customer Responsibilities, IMRIS is prepared to develop an appropriate customized proposal to best meet the Hospital's needs. IMRIS can accommodate a full range of options up to the level of a complete turn-key intra-operative suite offering which would be performed in concert with a nationally ranked leading healthcare architectural and engineering firm.

IMRISneuro™ Components and Pricing

IMRISneuro™ MR15 IMAGING SYSTEM OR-DR-OR		
DESCRIPTION	PRODUCT #	QTY
Magnet Mover System	105043-000	1
Rail System – Std. 3rm	107268-000	1
Split Array Head Coil – 2 Piece (8-Channel)	107761-000	2
Head Fixation Device - OR Table (3-Pin)	800605-000	2
Operating Room Patient Table System	105005-000	2
Integration Kit 1 Neuro II-SE	105020-000	2
Integration Kit 2 Neuro II-SE	105021-000	2
Neuro II – SE MR15 System	109093-000	1
Head Matrix Coil	109095-001	1
Neck Matrix Coil	109095-002	1
Spine Matrix Coil	109095-003	1
CP Flex Coil, Large	109095-004	1
CP Flex Coil, Small	109095-005	1
Flex Coil Interface	109095-006	1
Patient Supervision Wall Camera	106517-045	1
Patient Positioning Aids	109095-008	1
Patient Comfort, Communication Aids	109095-009	1
Neuro, Angio Suite Application Package	109095-010	1
Cardiac Suite Application Package	109095-011	1
Body Suite Application Package	109095-012	1
ONCO Suite Application Package	109095-013	1
ORTHO Suite Application Package	109095-014	1
Pediatric Suite Application Package	109095-015	1
Breast Suite Application Package	800931-000	1
Scientific Suite Application Package	800932-000	1
SPACE Application Package	109200-000	1
ESPREE Computer System	109095-016	1
ESPREE *syngo®* MR Software	109095-017	1
Tim [32x8] Z-Engine	109096-000	1
PC Keyboard – US English	109097-000	1
Magnet Cover Set	109098-000	1
Cable Set *syngo®* 16/4 configuration	109103-000	1
Venting Kit	109104-000	1
Helium Fill 30/70	109105-000	1
Separator	109106-000	1
Image Filter SW *syngo®*		1
Universal Image Guidance Platform		1
MR Shield System		1

DESCRIPTION	PRODUCT #	QTY
MR Safety Kit		1
System Manual Set		1
Applications Training Program		1
System Engineering Services		1
BUDGETARY PRICE (USD)		**$5,950,000**

IMRIS*matrix*™		
DESCRIPTION	PRODUCT #	QTY
Surgical Information Management System (SIMS)	108719-000	2
Integration Equipment Set		2
Surgical Display Set		2
Integrated Room Controls		2
Surgical Lights and Boom Set		2
SIMS Training		1
Integration Engineering Services		1
BUDGETARY PRICE (USD)		**$2,250,000**

IMRISneuro™ BUDGETARY PRICING SUMMARY	TOTAL PRICE (USD)
IMRISneuro™ MR15 IMAGING SYSTEM & IMRIS*matrix*	**$8,200,000**
Less Discount for Yale New Haven Hospital	**($1,700,000)**
TOTAL IMRISneuro™ MR15 IMAGING SYSTEM & IMRIS*matrix*	**$6,500,000**

[redacted]

Technology Leadership and Innovation
IMRIS has a dedicated research and development team committed to innovation leadership in the field of surgical imaging. IMRIS currently offers the most advanced surgical imaging technology for neurosurgical applications. IMRIS will keep Yale-New Haven Hospital appraised of our new surgical imaging technologies, with the objective of developing a long term relationship with the Hospital as leaders in the application of innovative surgical imaging.

The IMRIS Team is focused exclusively on surgical imaging solutions. We are fully committed to delivering a successful program and look forward to working with Yale-New Haven Hospital now and in the future.

If you have questions regarding this proposal, please contact Adam Gifford, Director Sales Northeast at 410-507-3094.

IMRIS Inc.	**Yale-New Haven Hospital**
Submitted by: *(Signature)*	Acceptance by: *(Signature)*
Name: Don Rice	Name:
Title: Vice President Sales	Title:
Date: September 26, 2008	Date:

This Proposal is in US Dollars and is valid until September 30, 2008
IMRIS standard terms and conditions apply.

IMRIS Inc. 100-1370 Sony Place Winnipeg, Manitoba R3T 1N5 Canada

IMRIS

December 9, 2008

Norman Roth
Senior Vice President
Yale-New Haven Hospital
20 York Street
New Haven, CT 06510

Dear Norman:

Thank you for your email request, dated December 4th, 2008 requesting further information for the IMRIS intra-operative MR solution. You currently have a quotation for our FDA approved 3-room OR-DR-OR configuration of IMRISneuro; the 1.5T intra-operative solution. The price for this configuration is USD$6.5 million.

You have also requested details of the Works in Progress (WIP) IMRIS intra-operative 3T configuration that will include biplane angiography capabilities. Given the specific needs of Yale-New Haven Hospital to submit an application for State of Connecticut CON approval, IMRIS is pleased to provide details of our Works in Progress product for your CON submission package.

In the event that our current works in progress relating to 3 Tesla and biplane receive regulatory clearance, Yale-New Haven Hospital may plan for the following additions:

- Upgrade from 1.5T to 3T IMRISneuro technology (WIP)
- Advanced MR hardware such as 32 channel platform and additional coils with relevant software components.
- Inclusion of lead shielding for the vascular x-ray biplane angio equipment
- Siemens Artis Zee Biplane components
- IMRIS developed angio table with MR-compatible and radiolucent table top (WIP)
- Additional IMRISmatrix integration components related to the biplane angio room (WIP) MR-compatible patient monitoring equipment for the OR and angio rooms
- MR-compatible injector equipment
- MR-compatible boom-mounted monitors and OR lights for interventional procedures being done in the Diagnostic room

For your CON submission, Yale-New Haven Hospital may plan on additional costs of $4.4 million for the 3T and biplane developments. In summary, this would bring the total budget for CON submission to $10.9 million. In the event of regulatory clearance of these products, IMRIS will be pleased to provide you with a detailed proposal for these new technologies.

IMRIS Inc.
100–1370 Sony Place
Winnipeg, Manitoba
Canada R3T 1N5

TF. 1.888.304.0114
T. 204.480.7070
F. 204.480.7071

www.imris.com

IMRIS is fully committed to this project and support for the Yale-New Haven Hospital CON submission. It is our belief that our collaboration will result in a very successful long-term partnership between IMRIS and Yale-New Haven Hospital.

Please do not hesitate to contact me with any questions regarding this letter or the proposal provided, at 204-480-7684.

I look forward to hearing from you soon.

Sincerely,

per Ram Liebenthal
Executive VP of Sales and Marketing
IMRIS INC.

cc: D Graves
CEO and Chairman
IMRIS INC.

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

20 YORK ST
NEW HAVEN, CT 06510

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008
Siemens' REPRESENTATIVE
Tegan DeWallace

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

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

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

Artis ZEEGO

1-CNEGAD Rev# 4 Final Quote

This CONFIDENTIAL special one-time offer is specific to Yale New Haven Medical Center and contains information which is proprietary to Siemens, including but not limited to discounts and pricing. The Customer may not distribute or disclose this quotation or any portion hereof to, or discuss any of the information (including pricing) contained herein with, any other customer or consultant, buying group, or other third party. This offer is valid until September 30th, 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 (UHC, VHA, Provista)

Siemens Medical Solutions USA, Inc.

SUBMITTED BY: _____ (signature)
NAME: Tegan DeWallace
TITLE: Siemens' REPRESENTATIVE
DATE: 10/31/2008

CUSTOMER'S ACCEPTANCE:

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

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008

20 YORK ST
NEW HAVEN, CT 06510

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

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

20 YORK ST
NEW HAVEN, CT 06510

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008

Quote #	Quote Name
1-CNEGAD	Artis zeego
Revision	**Terms of Payment**
4	00% Down, 90% Delivery, 10% Installation

FOB: Destination

NOVATION (UHC, VHA, Provista) terms and conditions apply to system quote #1-CNEGAD.

RELEVANT Items for Quote #1-CNEGAD Revision 4 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
		Artis zeego	
1	14407233	**Artis zeego (Angio)**	
		Highly flexible, floor-mounted C-arm angiography system with variable isocenter height. Positionable in angular, orbital lateral, and longitudinal direction. Fully digital image chain with high-resolution flat detector. 100-kW angio RF generator. DR acquisition module, pulsed fluoroscopy, DSA acquisition module, DVD/CD writer. DICOM connectivity; syngo user interface; prepared for Siemens Remote Service SRS.	
1	14409358	**Interventional Radiology**	
		Cardiovascular system with primary clinical use in interventional radiology.	
1	14409307	**3D Acqu. incl. DYNAVISION DSA/DR**	
		Digital rotation angiography with angle triggering used for 3D reconstruction.	

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008

20 YORK ST
NEW HAVEN, CT 06510

RELEVANT Items for Quote #1-CNEGAD Revision 4 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14407236	**Detector 30X40 incl. Component(MA)**	

High-resolution dynamic flat detector for fully digital imaging chain with integrated, removable grid. CAREWATCH measuring chamber for detection of the dose-area product: 3-focus high-performance X-ray tube assembly, rotatable angio collimator and integrated collision protection.

1	14407235	**Ctrl Cabinet Artis Multi Axis (OR)**	
1	14407240	**Table OR Version**	

Floor-mounted swivelling patient table with telescopic foot, floating and tiltable tabletop (in two axes); motor-driven stepping for digital peripheral angiography. Table control module, power-assisted.

1	14404984	**PERISTEPPING / PERIVISION**	

Peripheral digital angiography with stepping and online subtraction display.

1	14402094	**table top (narrow) / mattress (thin)**	

Carbon fiber patient positioning tabletop narrow incl. special-foam mattress.

1	14402010	**Foot Switch Monopl.(Wireless)**	

For release of fluoroscopy, exposure and table brake as well as a configurable additional function. Wireless connection via radio communication.

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008

20 YORK ST
NEW HAVEN, CT 06510

RELEVANT Items for Quote #1-CNEGAD Revision 4 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14407247	**DCS4m pro 2xBWD-19D(Live+Ref+2xP rp)**	

Display suspension system for four flat-screen displays in a row. Two (2) 19" flat-screen displays with blue background color. Prepared for two additional displays.

Multi-Modality-Viewing Artis zee / Artis zeego

1	14407249	**MMV syngo Workpl.-Stand-Alone-Kit**	

19" color flatpanel display incl. optical isolation transformer and VGA cable for connection to a syngo Workplace in the examination room.

1	14407183	**ACE Cable Set in Control Room**	

Image system interface to the displays in the control room if the image system is installed in the control room.

1	14407165	**C-Room DVI 1xBWD-19 (Live) -5m**	

One monochrome 19" flat-screen display with blue background color.

1	04435850	**Vessel analysis**	

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

20 YORK ST
NEW HAVEN, CT 06510

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008

RELEVANT Items for Quote #1-CNEGAD Revision 4 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	04435819	Carevision	
1	04435827	Careprofile	
1	14411163	Fluoro Loop (1)	
		Storage and review of dynamic fluoroscopic sequences (Fluoro Loop). The maximum storable fluoroscopy time depends on the selected pulse rate, e.g. 17 s at 30 p/s, 34 s at 15 p/s.	
1	04435801	Automap	
1	04435926	DICOM HIS / RIS	
1	14409318	Lower body radiation protection	
		For shielding the lower body against scattered radiation within the examiner's moving range.	
1	14401912	Upper Body Rad. Protection Artis-F	
		To protect the upper body against scattered radiation in the operator's environment, e.g. during interventional procedures.	

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

20 YORK ST
NEW HAVEN, CT 06510

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008

RELEVANT Items for Quote #1-CNEGAD Revision 4 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
		Additional control sites Artis zee / Artis zeego	
1	14407252	**Interface for C-Room Operation(MA)**	
		Interface for connecting the optional system control from the control room.	
1	14409254	**C-Room Table Support Short**	
		Table extension for depositing control modules in the control room.	
1	14409444	**Control room emerg. stop module**	
		Safety button for switching off all system functions from the control room.	
1	04443433	**Handswitch**	
1	04443615	**Control Room Injector Interface**	
1	14407176	**syngo Keyboard, English - US**	
		Keyboard with special syngo keys.	

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008

20 YORK ST
NEW HAVEN, CT 06510

RELEVANT Items for Quote #1-CNEGAD Revision 4 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
		Emergency Power supply UPS for Artis zee / Artis zeego Systems	
1	14407210	**Emergency power image system**	
		Emergency power image system for 50/60 Hz.	
		syngo X Workplace	
1	14409267	**XWP w. InSpace 3D Flash RT zee/zeego**	
		syngo X/MM Workplace high-end post processing w orkstation, comprising Windows XP PC with syngo-based user software and network modules, equipped with the required HW and SW modules for real-time 3D reconstruction to virtually eliminate the time between the acquisition of a rotational angiographic exam ination and the display of the corresponding r econstructed volume in the InSpace taskcard of the syngo Workplace.: syngo X/MM Workplace, syngo InSpace 3D Flash RT (incl. syngo iDentify), InSpace 3D accessories.	
1	14402025	**DynaCT Package**	
		syngo DynaCT offers cross-sectional imaging in the interventional suite from projection images of rotational angiograp hy by an Artis FD system. syngo DynaCT provides excellent soft tissue image quality (512 matrix) for neuro and body imaging. Body images are reconstructed in 30 seconds neuro images in less than 1 minute.	

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008

20 YORK ST
NEW HAVEN, CT 06510

RELEVANT Items for Quote #1-CNEGAD Revision 4 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14401891	**syngo 3D Basic SW-License**	

Basic 3D viewer platform for display of 3D series with Multiplanar Reconstruction (MPR), Surface Shaded Display (SSD) and Maximum Intensity Projection (MIP).

1	14402096	**i-Pilot SW license**	

iPilot provides guidance and confidence to the physician during the interventional procedure by displaying more information on the live display. iPilot creates a visualization and fading between the live 2D fluoro image and the matching 3D reconstruction.

1	14409268	**iPilot (enhanced funct.) zee/zeego**	

syngo iPilot (enhanced functionality) allows to overlay the colored 3D volume with regular fluoro as well as with subtracted fluoro (Roadmap) and acquisition series on the display of the syngo Workplace. Thus the iPilot information is available in parallel to the regular or subtracted fluoro or acquisition images on the live display of the acquisition system. syngo iPilot automatically updates to table, c-arm, zoom and SID changes. Even patient movement can be manually updated.

1	14409271	**syngo iGuide**	

syngo iGuide provides live and integrated needle guidance for interventional procedures such as vertebroplasties, kyphoplasties, biopsies, drainages or radiofrequency ablations. syngo iGuide takes advantage of the very good patient access on a C-arm based Angio system. Thus especially complex needle procedures where a double oblique needle path is needed are easily planned and monitored.

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

20 YORK ST
NEW HAVEN, CT 06510

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008

RELEVANT Items for Quote #1-CNEGAD Revision 4 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14409272	**syngo iGuide Toolbox**	

syngo iGuide Toolbox contains the functions 'Linked Marker', 'Linked Pointer' and 'Linked Contours' that provide tools that take graphics drawn on the 3D volume and simultaneously display it on the live monitor. These graphical markers allow pretreatment planning on the syngo 3D workstation by marking spots or areas on the 3D volume. The graphics are linked in real time for display on the live image monitor.

1 **14401876** **Inroom Control SW-License**

Software extension to InSpace 3D Pro or Flash and InSpace EP for remote control of the LEONARDO/syngo Workplace from the examination room via touch panel and joystick.

1 **14402033** **19in Color Flatscreen Display**

LCD color flatscreen display with high luminance and extended field of view.

1 **14401878** **syngo Angio Package**

Software package consisting of DSA Angio Viewer as well as High-Speed Review for real-time display of native and subtracted angiography images.

1 **04472853** **syngo keyboard, USA**

Keyboard with special syngo keys.

Additional customer documentation

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

20 YORK ST
NEW HAVEN, CT 06510

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008

RELEVANT Items for Quote #1-CNEGAD Revision 4 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	04451022	Customer documentation, English	
		syngo X Workplace - Local	
		Workplaces Clinical Education - Local	
1	AXA_INITIAL_32	Initial onsite training 32 hrs	
1	AXA_ADD_12	Additional onsite training 12 hours	
		Options and accessories Artis zee / Artis zeego	
1	04430133	Intercom	

Intercom system for communication between examination room and control room.

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

20 YORK ST
NEW HAVEN, CT 06510

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008

RELEVANT Items for Quote #1-CNEGAD Revision 4 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	14401928	**Accessory Rail Extension**	
		The extension is attached to the lateral accessory rail of the patient positioning table and enables positioning of the control modules on top of each other (parallel in two planes) or attaching of further accessories.	
1	14400177	**Instrument Holder**	
		Instrument holder to be positioned at the patient table above the patient.	
1	04443243	**Armholder (pair)**	
		Two arm holders for comfortable lateral arm positioning along the patient's body.	
		Additional customer documentation	
1	04451022	**Customer documentation, English**	
1	14409260	**Preinst. Artis zeego (USA/CAN)**	
		Artis zeego - Local	

SIEMENS

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

20 YORK ST
NEW HAVEN, CT 06510

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008

RELEVANT Items for Quote #1-CNEGAD Revision 4 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
		<u>Clinical Education AXA - Local</u>	
1	AXA_INITIAL_32	Initial onsite training 32 hrs	
1	AXA_FOLLOWUP_32	Follow-up training 32 hrs	
1	AXA_CUSTCD_TR	Onsite Pre-requisite CD/WBT Training	
1	AXA_ARTIS_BCLS	Basic Artis Class	
1	AXA_WP_ADVCLS	Advanced syngo X-Workplace Class	
1	AXA_ECLASS	e.class-Virtual Instructor Led Training	

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

20 YORK ST
NEW HAVEN, CT 06510

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008

RELEVANT Items for Quote #1-CNEGAD Revision 4 (Included in Contract Total)

Qty	Part #	Description	Extended Net Price
1	AXA_ADD_32	Additional onsite training 32 hours	
		Artis OEM Accessories - Local	
1	AX_GPO_CONTRACT	GPO Contracts	
1	AXA_ADDL_RIGGING	Additional Rigging AXA @ $3,000	[redacted]

Quote #1-CNEGAD Extended Total: $1,050,000

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

YALE NEW HAVEN HOSPITAL

20 YORK ST
NEW HAVEN, CT 06510

PROPOSAL REFERENCE
Proposal: 1-CLZ1HY Date: 10/31/2008

FINANCING:

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

ACCESSORIES:

Don't forget to ask us about our line of OE M 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.

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Terms and Conditions of Sale

1. GENERAL

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

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

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

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

2. PRICES

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

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

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

3. TAXES

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

4. TERMS OF PAYMENT; DEFAULT

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

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

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

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

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

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Terms and Conditions of Sale

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

4.6 Financing. Notwithstanding any arrangement that Purchaser may make for the financing of the purchase price of the Products, the parties agree that any such financing arrangement shall have no effect on the Purchaser's payment obligations under this 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 a photocopy of this Agreement (including any addenda, attachments and amendments hereto) may be filed by Seller as a Uniform Commercial Code financing statement. Purchaser further represents and covenants that (a) it will keep the Products in good order and repair until the purchase price has been paid in full, (b) it will promptly pay all taxes and assessments upon the Products or the use thereof, (c) it will not attempt to transfer any interest in the Products until the purchase price has been paid in full, and (d) it is solvent and financially capable of paying the full purchase price for the Products.

8. CHANGES, CANCELLATION, AND RETURN

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

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

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

9. FORCE MAJEURE

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

10. WARRANTY

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

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

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Terms and Conditions of Sale

In addition, no warranty extended by Seller shall apply to any transducer failure due to events such as cracking from high impact drops, cable rupture from rolling equipment over the cable, or delamination from cleaning with inappropriate solutions. Seller's obligation under this warranty is limited to the repair or replacement, at Seller's option, of defective parts. Seller may effectuate such repair at Purchaser's facility, and Purchaser shall furnish Seller safe and sufficient access for such repair. Repair or replacement may be with parts or products that are new, used or refurbished. Repairs or replacements shall not interrupt, extend or prolong the term of the warranty. Purchaser shall, upon Seller's request, return the noncomplying Product or part to Seller with all transportation charges prepaid, but shall not return any Product or part to Seller without Seller's prior written authorization. Purchaser shall pay Seller its normal charges for service and parts for any inspection, repair or replacement that is not, in Seller's sole judgment, required by noncompliance with the warranty set forth in Section 10.1. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral equipment, except as specifically stated in writing or as otherwise set forth in the Product Warranty attached hereto and incorporated herein by reference, nor to products or parts thereof 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, sate or local authorities in connection with the installation and operation of the Products, including but not limited to any certificate of need and zoning variances. Purchaser shall provide a suitable environment for the Products and shall ensure, at its sole cost and expense, that its premises are free of asbestos, hazardous conditions and any concealed, unknown or dangerous conditions and that all site requirements are met. Seller shall delay its work until Purchaser has completed the removal of the asbestos or other hazardous materials or has taken any other precautions and completed any other work required by applicable regulations. Purchaser shall reimburse Seller for any increased costs and expenses incurred by Seller that are the result of or are caused by any such delay. In the event that Seller is requested to supervise the installation of the Products, it remains the Purchaser's responsibility to comply with local regulations. Seller is not an architect and all drawings furnished by Seller are not construction drawings.

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

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

13. PATENT, TRADEMARK AND OTHER INFRINGEMENT CLAIMS

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

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

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

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

Terms and Conditions of Sale

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

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

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

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

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

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 anyway limit, any other rights or remedies afforded to Seller by any other agreement, by law or otherwise.

26. END USER CERTIFICATION

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

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

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

1. DEFINITIONS: The following definitions apply to this Schedule:
"Agreement" shall mean the attached (i) Quotation for Products and/or Services including the Terms and Conditions of Sale and applicable schedules; and/or (ii) Software License Agreement describing the software licensed herein and the specific system for which the license is issued.
"Licensor" shall mean Siemens Medical Solutions USA, Inc.
"Licensee" shall mean the end-user to whom Licensor provides Software or Documentation for its internal use under the Agreement.
"Software" shall mean the software described in the attached Agreement, including the following as contained therein: (i) software programs consisting of a series of statements or instructions to be used directly or indirectly in a programmable controller or computer to bring about a certain result and (ii) databases consisting of systemized collections of data to be used or referenced directly or indirectly by a programmed controller or computer. Notwithstanding the foregoing, "Software" does not include "firmware" as such term is conventionally understood. Diagnostic/Maintenance Software also is not included within the scope of the Software licensed under this Schedule, and is available only as a special option under a separate Diagnostic Materials License Agreement and may be subject to a separate licensing fee.
"Documentation" shall mean the documents and other supporting materials which are intended to support the use of an associated product, including (but not limited to) instructions, descriptions, flow charts, logic diagrams and listings of the Software, in text or graphic form, on machine readable or printed media.
"Designated Unit" shall mean a single control unit or computer identified on the first page of the Agreement, on which Software licensed hereunder may be used by Licensee.
2. 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, nd all copies thereof, except any Software and/or Documentation censed directly by Licensor's supplier under a separate end-user license agreement accompanying the Software or the Documentation, in which case Licensee agrees to be bound by that license agreement as a condition to using the Software and/or Documentation. Except as expressly provided herein, and provided that in no event shall the warranties or other obligations of Licensor with respect to such Software or Documentation exceed those set forth in this Schedule, this Schedule shall be subject to the liability limitations and exclusions and other terms and conditions set forth in the Agreement. **ANY USE OF THE SOFTWARE, INCLUDING BUT NOT LIMITED TO USE ON THE DESIGNATED UNIT, WILL CONSTITUTE LICENSEE'S AGREEMENT TO THIS SOFTWARE LICENSE SCHEDULE (OR RATIFICATION OF ANY PREVIOUS CONSENT).**
3. SOFTWARE AND DOCUMENTATION LICENSE: Subject to the payment of any applicable annual license fee(s), whether stated separately or included in the purchase price of another product, and to Licensee's acceptance of all of the obligations set forth herein and to the fulfillment of those obligations, Licensor or, if applicable, its licensor or supplier, hereby grants to Licensee a paid-up, nonexclusive and nontransferable (except as expressly provided in this Schedule) limited license to use the Software provided by Licensor under the Agreement solely for Licensee's own use on the Designated Unit and to use the Documentation in support of Licensee's authorized use of the Software, for the purpose of operating the Designated Unit in accordance with the instructions set forth in the user's manual supplied with the Designated Unit and for no other purpose whatsoever. A separate license is required for each Designated Unit on which the Software is to be used. Licensee may obtain from Licensor one copy of the Software licensed hereunder for backup and archival purposes only as is necessary to support Licensee's own authorized use of the Software, provided that Licensee includes on or in all copies (in any form) all copyright, trade secret or other proprietary notices contained on or in the Software as provided by Licensor. Additional copies of the Documentation may be licensed from Licensor at its then applicable charges. Licensee may make the Software and Documentation (including any copies) available only to its employees and other persons on Licensee's premises to whom such disclosure is necessary to 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.
If the Software is supplied to the United States Department of Defense, the Software is classified as "commercial computer software" and the Government is furnished the Software and Documentation with "restricted rights" as defined in paragraph (c) (1) of the Rights in Technical Data and Computer Software clause in DFARS 252.227-7013 and any successor laws, rules or regulations thereto.
4. PROPRIETARY PROTECTION AND CONFIDENTIALITY: Ownership of and title to the Software and Documentation and all copies, in any form, licensed under this Schedule are and will remain in Licensor or its suppliers at all times. Licensee shall not (i) remove any copyright, trade secret or other proprietary right notices contained on or in the Software or Documentation as provided by Licensor, (ii) reproduce or modify any Software or Documentation or copy thereof, (iii) reverse assemble, reverse engineer or decompile any Software, or copy thereof, in whole or in part (except and only to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation), (iv) sell, transfer or otherwise make available to others the Software or Documentation, or any copy thereof, except as expressly permitted by this Schedule, or (v) apply any techniques to derive any trade secrets embodied in the Software or Documentation. Licensee shall take all appropriate actions to ensure that: (i) the Software does not leave the Designated Unit's equipment location as set forth above, (ii) the Software is not copied by Licensee or any third parties, and (iii) the Software is not used in any equipment other than the Designated Unit. Licensee shall secure and protect the Software and Documentation and copies thereof from disclosure and shall take such actions with its employees and other persons who are permitted access to the Software or Documentation or copies as may be necessary to satisfy Licensee's obligations hereunder. Prior to disposing of any computer medium, computer memory or data storage apparatus, Licensee shall ensure that all copies of Software and Documentation have been erased therefrom or otherwise destroyed. In the event that Licensee becomes aware that any Software or Documentation or copies are being used in a manner not permitted by the license, Licensee shall immediately notify Licensor in writing of such fact and if the person or persons so using the Software or Documentation are employed or otherwise subject to Licensee's direction and control, Licensee shall use reasonable efforts to terminate such impermissible use. Licensee will fully cooperate with Licensor so as to enable Licensor to enforce its proprietary and property rights in the Software. Licensee agrees that, subject to Licensee's reasonable security procedures, Licensor shall have immediate access to the Software at all times and that Licensor may take immediate possession thereof upon termination or expiration of the associated license or this Schedule. Licensee's obligations under this paragraph shall survive any termination of a license, the Schedule or the Agreement.
5. UPDATES AND REVISIONS: 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. Licensee 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 Licensee or by Licensee'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 prices 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.
6. DELIVERY, RISK OF LOSS AND TITLE: Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation licensed hereunder shall be delivered on or about the delivery date stated in the Agreement unless a separate delivery date is agreed upon. If Software or Documentation licensed hereunder is lost or damaged during shipment from Licensor, Licensor will replace it at no charge to Licensee. If any Software or Documentation supplied by Licensor and licensed hereunder is lost or damaged while in the possession of Licensee, Licensor will replace it at Licensor's then current applicable charges, if any, for materials, processing and distribution. Notwithstanding the provisions of Section 6 of the attached Terms and Conditions of Sale, if any, the Software and Documentation, in any form, and all copies made by Licensee, including partial copies, and all computer media provided by Licensor are and remain the property of Licensor or its supplier. Licensee has no right, title or interest in the Software, the Documentation, or any computer media provided by Licensor, or copies, except as stated herein, and ownership of any such Software, Documentation and computer media shall at all times remain with Licensor or its suppliers.
7. LICENSE TRANSFER: The Software and Documentation, and the license hereunder, may not be assigned, transferred or sublicensed except as hereinafter provided. Upon the sale or lease of the Designated Unit to a third party, Licensee may transfer to such third party, with Licensor's written consent and in accordance with Licensor's then current policies and charges, the license to use the Software and Documentation hereunder, together with the Software, the Documentation, the computer media provided by Licensor, and all copies provided that: (i) Licensee notifies Licensor in writing of the name and address of such third party; (ii) such third party agrees in a written instrument delivered to Licensor to the terms of this Schedule; and (iii) Licensee does not retain any copies of the Software or Documentation in any form.
8. WARRANTIES: Licensor warrants that for the warranty period, provided by Licensor under the attached Terms and Conditions of Sale, if any, the Software shall conform in all material respects to Licensor's published specifications as contained in the applicable supporting Documentation. This paragraph replaces Paragraphs 10.1 and 10.4 of any such Terms and Conditions of Sale with respect to the Software and Documentation. Such Documentation may be updated by Licensor from time to time and such updates may constitute a change in specification.
Licensee acknowledges that the Software is of such complexity that it may have inherent or latent defects. As Licensee's sole remedy under the warranty, Licensor will provide services, during the warranty period, to correct documented Software errors which Licensor's analysis indicates are caused by a defect in the unmodified version of the Software as provided by Licensor. Licensor does not warrant that the Software will meet Licensee's requirements, or will operate in combinations which may be selected for use by Licensee, or that the operation of the Software will be uninterrupted or error free. Licensee is responsible for determining the appropriate use of and establishing the limitations of the Software and its associated Documentation as well as the results obtained by use thereof.
LICENSOR MAKES NO WARRANTY WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION OTHER THAN THOSE SET FORTH IN THIS SECTION. THE WARRANTY HEREIN IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED, AND CONSTITUTES THE ONLY WARRANTY MADE WITH RESPECT TO THE SOFTWARE AND DOCUMENTATION.
9. LICENSE TERM AND TERMINATION: The license for the Software and Documentation is effective on the shipment date of the Software and Documentation (F.O.B. shipping point or F.A.S., as the case may be) and continues until Licensee's possession of the Software and all copies ceases (except in connection with a transfer of the license as permitted by this Schedule) or until otherwise terminated as provided herein. Licensee may terminate the license for the Software and Documentation at any time after discontinuance of use of the Software and Documentation and all copies, upon written notice to Licensor. If Licensee (i) fails to comply with its obligations herein and does not cure such failure within ten (10) days after receipt of notice from Licensor, or (ii) attempts to assign the Agreement or this Schedule or any rights or obligations hereunder without Licensor's prior written consent, then Licensor may terminate the license hereunder and require the immediate discontinuance of all use of the Software and Documentation and all copies thereof in any form, including modified versions and updated works. Within five (5) days after the termination of the license, Licensee shall, at Licensor's option either: (i) return to Licensor the Software and Documentation, and all copies, in any form, including updated versions, along with any computer media provided by Licensor, or (ii) destroy the affected Software and Documentation, and all copies, in any form, including updated versions, and certify such return or destruction in writing to Licensor.
10. MISCELLANEOUS: Since the unauthorized use of the Software and/or Documentation may leave Licensor without an adequate remedy at law, Licensee agrees that injunctive or other equitable relief will be appropriate to restrain such use, threatened or actual. Licensee further agrees that to the extent applicable, (i) any of Licensor's suppliers of Software and/or Documentation is a direct and intended beneficiary of this Schedule and may enforce it directly against Licensee with respect to the Software and/or Documentation provided by such supplier, and that (ii) **NO SUPPLIER OF LICENSOR SHALL BE LIABLE FOR ANY GENERAL, SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES ARISING OUT OF ANY SUBLICENSE OF THE SOFTWARE**

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

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

AND/OR DOCUMENTATION. THIS LIMITATION ON LIABILITY SHALL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. ADDITIONAL PROVISIONS RELATING TO THIRD-PARTY SOFTWARE: If the Software includes software licensed by Licensor from third parties, the following additional provisions shall apply:

(a) If Software is provided by Licensor on separate media and labeled "Recovery Media," Licensee may use the Recovery Media solely to restore or reinstall the Software and/or Documentation originally installed on the Designated Unit.

(b) Licensee is licensed to use the Software to provide only the limited functionality (specific tasks or processes) for which the Designated Unit has been designed and marketed by Licensor. This license specifically prohibits any other use of the software programs or functions, or inclusion of additional software programs or functions that do not directly support the limited functionality, on the Designated Unit. If Licensee uses the Designated Unit to access or utilize the services or functionality of Microsoft Windows Server products (such as Microsoft Windows NT Server 4.0 (all editions) or Microsoft Windows 2000 Server (all editions)), or uses the Designated Unit to permit workstation or computing devices to access or utilize the services or functionality of Microsoft Windows Server products, Licensee may be required to obtain a Client Access License for the Designated Unit and/or each such workstation or computing device. Licensee should refer to the end user license agreement for its Microsoft Windows Server product for additional information.

(c) The Software may contain support for programs written in Java. Java technology is not fault tolerant and is not designed, manufactured, or intended for use or resale as online control equipment in hazardous environments requiring fail-safe performance, such as in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, direct life support machines, or weapons systems, in which the failure of Java technology could lead directly to death, personal injury, or severe physical or environmental damage. Sun Microsystems, Inc. has contractually obligated Licensor's supplier to make this disclaimer.

(d) The Software may permit Licensor, its supplier(s), or their respective affiliates to provide or make available to Licensee Software updates, supplements, add-on components, or Internet-based services components of the Software after the date Licensee obtains its initial copy of the Software ("Supplemental Components").

- If Licensor provides or makes available to Licensee Supplemental Components and no other end-user software licensing agreement terms are provided along with the Supplemental Components, then the terms of this Software License Schedule shall apply.

- If a supplier of Licensor or affiliates of such a supplier make available Supplemental Components, and no other end-user software licensing agreement terms are provided, then the terms of this Schedule shall apply, except that the supplier or affiliate entity providing the Supplemental Component(s) shall be the licensor of the Supplemental Component(s).

Licensor, its supplier(s), and their respective affiliates reserve the right to discontinue any Internet-based services provided to Licensee or made available to Licensee through the use of the Software.

(e) **The Software and Documentation supplied by Licensor's suppliers are provided by such suppliers "AS IS" and with all faults. SUCH SUPPLIERS DO NOT BEAR ANY OF THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY, OR EFFORT (INCLUDING LACK OF NEGLIGENCE) WITH RESPECT TO SUCH SOFTWARE AND DOCUMENTATION. ALSO, THERE IS NO WARRANTY BY SUCH SUPPLIERS AGAINST INTERFERENCE WITH LICENSEE'S ENJOYMENT OF THE SOFTWARE OR AGAINST INFRINGEMENT.** IF LICENSEE HAS RECEIVED ANY WARRANTIES REGARDING THE DESIGNATED UNIT OR THE SOFTWARE, THOSE WARRANTIES DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, LICENSOR'S SUPPLIERS.

(f) Licensee acknowledges that portions of the Software are of U.S. origin. Licensee agrees to comply with all applicable international and national laws that apply to the Software, including the U.S. Export Administration Regulations, as well as applicable end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information on exporting software supplied by Microsoft, see http://www.microsoft.com/exporting/.

Revised 03-15-05

SIEMENS

Siemens Medical Solutions USA, Inc.

51 Valley Stream Parkway, Malvern PA 19355

AX Warranty Information

Product	Period of Warranty1	Coverage	
(New Systems and "Proven Excellence" Refurbished Systems Only)			
X-Ray System (not including glassware and consumables)	12 month	Full Warranty (parts & labor)	Includes Flat Panel Detectors
Following parts will include warranty as listed below:			
Image Intensifier Tubes (Sirecon, Optilux)	First 12 month Month 13 through 24	Prorated credit given to customer against replacement cost	credit percentage = (24- month in use)/24*100
Flat Panel Detectors	First 12 month Month 13 through 36	Prorated credit given to customer against replacement cost	credit percentage = (36- month in use)/36*100
General Diagnostic tubes (Opti tubes, Optitop tubes) Metal Center tubes Conventional ball bearing	12 month		
Air cooled tubes (Megalix .... CM)	Prorated by month up to month 12 or up to 35,000 SLU2 whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (12- month in use)/12*100
Water cooled tubes (Megalix .... CM ... W)	Prorated by month up to month 12 or up to 80,000 SLU2 whichever occurs first	Prorated credit given to customer against replacement cost	credit percentage = (12- month in use)/12*100

Siemens Medical Solutions USA, Inc.
51 Valley Stream Parkway, Malvern PA 19355

Liquid metal bearing (Megalix **CAT**)			
Standard	Warranty to 80,000 SLU2 or first 12 month whichever occurs first		
	Month 13 through 24 up to a maximum of 160,000SLU	Prorated credit given to customer against replacement cost, parts only	credit percentage = (24- month in use)/24*100
TV Camera tubes (exposure tubes) and cathode-ray tubes (CRT)	12 month		
Consumables	Not covered		

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

Items above	Like described above, but parts only	Like described above, but parts only	Like described above, but parts only
Spare Parts	6 month	Parts only	

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

2 SLU: Siemens Load Unit (1 exposure or 2 seconds cine DCM (Digital Cline Mode) or 15 seconds Digital Pulsed Fluoroscopy (DPF)

APPENDIX II

DPH LICENSE

STATE OF CONNECTICUT

000044

Department of Public Health

LICENSE

License No. 0044

General Hospital

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

Hill Health Corporation of New Haven, CT, d/b/a Yale-New Haven Hospital, Inc. is hereby licensed to maintain and operate a General Hospital.

Yale-New Haven Hospital, Inc. is located at 20 York Street, New Haven, CT 06504

The maximum number of beds shall not exceed at any time:
852 General Hospital beds
92 Bassinets

This license expires **September 30, 2009** and may be revoked for cause at any time.

Dated at Hartford, Connecticut, October 1, 2007. RENEWAL.

Satellites

Hill Regional Career High School, 140 Legion Avenue, New Haven, CT
Branford High School Based Health Center, 185 East Main Street, Branford, CT
Walsh Middle School, 185 Damascus Road, Branford, CT
James Hillhouse High School Based Health Center, 480 Sherman Parkway, New Haven, CT
Sheriden Acadamy of Excellence School Based Health Center, 191 Fountain Street, New Haven, CT
Vincent E. Mauro Elementary School Based Health Center, 130 Orchard Street, New Haven, CT
Weller Building, 425 George Street, New Haven, CT
Yale-New Haven Psychiatric Hospital, 184 Liberty Street, New Haven, CT
Yale-New Haven Shoreline Medical Center, 111 Goose Lane, Guilford, CT
Pediatric Dentistry Center, 860 Howard Avenue, New Haven, CT
Ynhasc Temple Surgical Center, 60 Temple Street, New Haven, CT
Ynhasc Women's Surgical Center, 40 Temple Street, New Haven, CT

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

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

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

December 30, 2008

Jean Ahn
Director
Yale-New Haven Hospital
20 York Street, CB-1007
New Haven, CT 06504

Re: Letter of Intent, Docket Number 08-31289
Establish Three (3) Imaging Operating Rooms: One MR-Guided; One with MR-Guided Biplane Angiography; and One with Robotic Angiography
Notice of Letter of Intent

Dear Ms. Ahn,

On December 22, 2008 Office of Health Care Access ("OHCA") received the Letter of Intent ("LOI") Form of Yale-New Haven Hospital ("Applicant") to establish three (3) Imaging Operating Rooms: one MR-Guided; one with MR-Guided Biplane Angiography; and one with Robotic Angiography in New Haven, at a total capital expenditure of $15,000,000.

A notice to the public regarding OHCA's receipt of a LOI was published in *The New Haven Register* 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 30, 2008

Requisition # HCA09-089
Fax: (203) 865-8360

New Haven Register
40 Sargent Street
New Haven, CT 06531-0715

Gentlemen/Ladies:

Please make an insertion of the attached copy, in a single column space, set solid under legal notices, in the issue of your newspaper by no later than **Saturday, January 3, 2009.**

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 Laurie Greci at (860) 418-7001.

KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,

Kimberly R. Martone
Certificate of Need Supervisor

Attachment

KRM:LG:lmg

c: Sandy Salus, OHCA

New Haven Register **Letter of Intent**
Docket Number: 08-31289 **December 30, 2008**

PLEASE INSERT THE FOLLOWING:

Statute Reference:	19a-639
Applicant:	Yale-New Haven Hospital
Town:	New Haven
Docket Number:	08-31289-LOI
Proposal:	Establish Three (3) Imaging Operating Rooms: one MR-guided; one with MR-guided Biplane Angiography; and one with Robotic Angiography
Capital Expenditure:	$15,000,000

The Applicant may file its Certificate of Need application between February 20, 2009 and April 21, 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.

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

TRANSMISSION OK

TX/RX NO	4573
RECIPIENT ADDRESS	912038658360
DESTINATION ID	
ST. TIME	12/30 12:15
TIME USE	00'29
PAGES SENT	2
RESULT	OK

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

December 30, 2008

Requisition # HCA09-089
Fax: (203) 865-8360

New Haven Register
40 Sargent Street
New Haven, CT 06531-0715

Gentlemen/Ladies:

Please make an insertion of the attached copy, in a single column space, set solid under legal notices, in the issue of your newspaper by no later than **Saturday, January 3, 2009.**

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 Laurie Greci at (860) 418-7001.

KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,

Kimberly R. Martone
Certificate of Need Supervisor

STATE OF CONNECTICUT

OFFICE OF HEALTH CARE ACCESS

M. JODI RELL
GOVERNOR

CRISTINE A. VOGEL
COMMISSIONER

January 6, 2009

Jean Ahn
Director
Yale-New Haven Hospital
20 York Street, CB-1007
New Haven, CT 06504

RE: Certificate of Need Application Forms, Docket Number 08-31289-CON
Yale-New Haven Hospital
Proposal to Establish Three (3) Imaging Operating Rooms: one MR-guided; one with MR-guided Biplane Angiopgraphy; and one with Robotic Angiography.

Dear Ms. Ahn:

Enclosed are the application forms for Yale-New Haven Hospital's Certificate of Need ("CON") proposal for the Proposal to Establish Three (3) Imaging Operating Rooms: one MR-guided; one with MR-guided Biplane Angiopgraphy; and one with Robotic Angiography. The proposal has an associated capital expenditure of $15,000,000. According to the parameters stated in Section 19a-638 of the Connecticut General Statutes the CON application may be filed between February 20, 2009, and April 21, 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 analyst assigned to the CON application is Laurie Greci. Please contact her 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 20, 2009, and may be submitted no later than April 21, 2009. The Analyst assigned to your application is Laurie Greci and may be reached at the Office of Health Care Access at (860) 418-7001.

Docket Number:	08-31289-CON
Applicant Name:	Yale-New Haven Hospital
Contact Person:	Jean Ahn
Contact Title:	Director Yale-New Haven Hospital
Contact Address:	20 York Street, CB-1007 New Haven, CT 06504
Project Location:	New Haven
Project Name:	Proposal to Establish Three (3) Imaging Operating Rooms: one MR-guided; one with MR-guided Biplane Angiopgraphy; and one with Robotic Angiography.
Type proposal:	Section 19a-639, C.G.S.
Est. Capital Expenditure:	$15,000,000

1. Expansion of Existing or New Service

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

Augment:

Replace:

2. State Health Plan

No questions at this time.

3. Applicant's Long Range Plan

Is this application consistent with your long-range plan?

☐ Yes ☐ No

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

4. Clear Public Need

A. Explain how it was determined there was a need for the proposal.

B. Provide the following information:

i) List the primary service area (PSA) towns. Provide a rationale for choosing the selected PSA towns.

ii) List the secondary service area (SSA) towns. Provide a rationale for choosing the selected SSA towns.

iii) Describe the population being served by the Hospital. Include information separately on the number of individuals to receive the proposed surgical services. Include demographic Information based on Census 2000 as appropriate.

C. Identify the existing providers of the proposed service in your service area using the following tabular format. Separate inpatient operating rooms from outpatient operating rooms.

Provider Name, Street Address, Town, and Zip	Number of Operating Rooms				Estimated Capacity for Proposal		Current Utilization[7]
	Available[1]	Utilized[2]	Not Utilized[3]	Equipped for Proposal[4]	Minimum[5]	Maximum[6]	
				Total			

[1] Include used, equipped, and shell space.
[2] Include those actually used to perform surgeries.
[3] Include those not used and those that are equipped or are only shell space.
[4] Include those rooms that are uniquely equipped to perform the type of surgeries included in the proposal.
[5] Minimum number of surgeries to be performed in a single operating room for one year. Provide an explanation of the criteria or basis used to estimate the number.
[6] Maximum number of surgeries of the type included in the proposal that can optimally be performed in a single operating room(s) in one year. Provide an explanation of the criteria or basis used to estimate the number.
[7] Report the most current 12 month period.

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

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

- ☐ Cultural
- ☐ Geographic
- ☐ Other (Identify)
- ☐ Transportation
- ☐ Economic
- ☐ None of the above (please provide an explanation)

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

- ☐ Epidemiological studies
- ☐ Public information reports
- ☐ None of the above (please provide an explanation)
- ☐ Market share analysis
- ☐ Other (Identify)

G. Provide a copy of any of needs assessment that was conducted related to the proposal. If a needs assessment was not conducted, explain why not.

5. Historical and Projected Procedure Volumes

A. Categorize the surgical procedures performed at the Hospital during the past three fiscal years and the current fiscal year to date and report the total minutes required to perform the procedures in each category using the following format. Separate the procedures reported by operation room suite and number of operating rooms. Report separately for inpatient procedures and outpatient procedures.

Operating Room Suite Name and Location: _____
Number of Operating Rooms Reported: _____
☐ Inpatient or ☐ Outpatient

Procedure Category	FY 2006		FY 2007		FY 2008		FY 2009 to date*	
	No. of Procedures	Total Minutes	No. of Procedures	Total Minutes	No. of Procedures	Total Minutes	No. of Procedures	Total Minutes

*FY 2009 reported from __/__/____ to __/__/____.

B. Using the total number of procedures performed and the total number of minutes as reported above, report the operating room utilization using the following format. Again, separate the procedures reported by operation room suite and number of operating rooms.

Operating Room Suite Name and Location: _____
Number of Operating Rooms Reported: _____
☐ Inpatient or ☐ Outpatient

Item	2006	2007	2008	FY 2009 to date*
Total number of procedures performed				
Annual increase in procedures performed	-	%	%	
Number of operating rooms				
Average annual number of procedures per room				
Total number of procedure hours				
Number of hours available per year				
Percent of Total Hours Utilized	%	%	%	

*FY 2009 reported from __/__/____ to __/__/____.

C. Provide the projected number of surgical procedures by procedure category to be performed during the first three fiscal years (FY 2010, FY 2011, and FY 2012) for each operating room suite and operating room number(s) identified in Question 5 *and* separately for each of the three proposed operating rooms, utilizing the same tabular formats given in Questions 5 A. and B.

D. Provide a discussion on the shift of surgical procedures from existing operating rooms to the proposed operating rooms.

6. Quality Measures

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

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

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

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

D. List each physician identified above and the hospital(s) where he/she has admitting privileges.

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

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

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

[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.

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

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

7. Improvements to Productivity and Containment of Costs

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

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

8. 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.

9. Financial Information

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

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

B. Provide the following financial information:

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

10. 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 a current vendor quote for each piece of major medical equipment proposed for purchase or lease (See Question 11).
** Provide an itemized list of all non-medical equipment.

11. Construction Information

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

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

C. Provide the following breakdown of the new construction/renovation costs:

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

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

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

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

12. Capital Equipment Lease/ Purchase

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

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

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

13. Type of Financing

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

☐ Applicant's equity
Indicate the source and report the amount:

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

☐ Grant:

Amount of grant	$_____
Funding institution/ entity	_____

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

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

☐ Lease financing or
☐ CHEFA Easy Lease Financing:

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

☐ Other financing alternatives:

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

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

14. **Revenue, Expense and Volume Projections**

A. 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	FY _____ Current Payer Mix	FY _____ Year 1 Projected Payer Mix	FY _____ Year 2 Projected Payer Mix	FY_____ 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%	100%	100%	100%

*Includes managed care activity.

B. Describe the impact of the proposal on the interests of consumers of health care services and the payers of such services.

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

D. 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 for the Hospital and for the Total Hospital System. **See attached, Financial Attachments IA and IB.** The actual results for the fiscal year reported in the first column must agree with the Applicant's audited financial statements.
   ii) Please provide three years of projections of incremental revenue, expense, and volume statistics attributable to the proposal **by payer.** See **attached, 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.).

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

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.

HOSPITAL AFFIDAVIT

Applicant: _____

Project Title: _____

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

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

1. The proposal will have a capital expenditure in excess of $15,000,000.

   ☐ Yes ☐ No

2. The combined total expenses for the proposal's first three years of operation will exceed one percent of the actual operating expenses of the Hospital for the most recently completed fiscal year as filed with the Office of Health Care Access.

   ☐ Yes ☐ No

_____ _____
Signature Date

Subscribed and sworn to before me on_____

_____

Notary Public/Commissioner of Superior Court

My commission expires: _____

OFFICE OF HEALTH CARE ACCESS

REQUEST FOR NEW CERTIFICATE OF NEED

FILING FEE COMPUTATION SCHEDULE

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

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

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

Financial Attachment IA

14. D i). Please provide one year of actual results and three years of projections of Yale-New Haven Hospital revenue, expense and volume statistics without, incremental to and with the CON proposal in the following reporting format:

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

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

Financial Attachment IB

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

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

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

Financial Attachment II

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

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

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

Example: 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: CT Services
Type of Unit Description: CT Scan
# of Months in Operation: 3

Year 1 **FY Projected Incremental** Total Incremental Expenses: **$53,513** **Total Facility by Payer Category:**	(1)	(2) Rate	(3) Units	(4) Gross Revenue Col. 2 * Col. 3	(5) Allowances/ Deductions	(6) Charity Care	(7) Bad Debt	(8) Net Revenue Col.4 - Col.5 -Col.6 - Col.7	(9) Operating Expenses Col. 1 Total * Col. 4 / Col. 4 Total	(10) Gain/(Loss) from Operations Col. 8 - Col. 9	
Medicare		$1,000	42	$42,000	$28,467	$0	$0	$13,533	$17,838	($4,305)	
Medicaid		$1,000	3	$3,000	$1,963	$0	$0	$1,037	$1,274	($237)	
CHAMPUS/TriCare		$1,000	0	$0	$0	$0	$0	$0	$0	$0	
Total Governmental		$1,000	45	$45,000	$30,430	$0	$0	$14,570	$19,112	($4,542)	
Commericial Insurers		$1,000	79	$79,000	$42,229	$2,000	$0	$34,771	$33,552	$1,219	
Uninsured		$1,000	2	$2,000	$900	$1,050	$0	$50	$849	($799)	
Total NonGovenrment		$1,000	81	$81,000	$43,129	$3,050	$0	$34,821	$34,401	$420	
Total All Payers		$1,000	126	$126,000	$73,559	$3,050	$0	$49,391	$53,513	***($4,122)***	($4,122)

JOURNAL REGISTER COMPANY **PROOF**

Ad Number: 2198088 **Account No: 222105**

Customer:	**OFFICE OF HEALTH CARE**	**Contact:**	**FAX**	**Phone:**	**8604187001**
Price:	237.75				
Size:	2 X 32.00	**Notes:**			
Class:	1200; LEGALS	**Printed By:**	JSASLAFS 01/12/2009		
Ordered:	2 Times	**Dates:**	01/03/2009 01/03/2009		

Signature of Approval: Date:

LEGAL NOTICE

Statute Reference:	19a-639
Applicant:	Yale-New Haven Hospital
Town:	New Haven
Docket Number:	08-31289-LOI
Proposal:	Establish Three (3) Imaging Operating Rooms: one MR-guided; one with MR-guided Biplane Angiography; one with MR-guided Biplane Angiography; and one with Robotic Angiography
Capital Expenditure:	$15,000,000

The Applicant may file its Certificate of Need application between February 20, 2009 and April 21, 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.