



# Saint Mary's HOSPITAL

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December 22, 2008

2008 DEC 29 P 1:58

CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS

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

Re: *Saint Mary's Hospital, Inc., Replacement of CT Scanners*

Dear Commissioner Vogel:

Enclosed please find an original and six (6) copies of OHCA's Form 2030, Letter of Intent Form, to start the CON process for the acquisition of a replacement CT Scanner of the existing single-slice Philips PQ-2000 CT Scanner at Saint Mary's Hospital. Also enclosed are an original and five (5) copies of OHCA's Form 2040, CON Waiver of Replacement Equipment Request Form, to request a CON waiver for a replacement of Saint Mary's Hospital's 16-slice Philips MX-8000 IDT CT Scanner. Saint Mary's Hospital plans to replace both CT Scanners and will begin the process to replace the first CT Scanner once approval is received from OHCA.

Please feel free to contact me at (203) 709-3368 should you require additional information or have questions concerning this matter. Thank you for your assistance with and consideration of our proposal.

Sincerely,



Chad W. Wable, FACHE  
President & Chief Executive Officer

cc: Robert J. Anthony, Esq.  
John D. Blair, Esq.  
Joseph Connolly  
Robert Halko  
Stephen Holland, M.D.  
Carlo Mariano



## 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.

Full legal name	Saint Mary's Hospital, Inc.	
Doing Business As	Saint Mary's Hospital	
Name of Parent Corporation	Saint Mary's Health System	
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail (Zip Code Required)	56 Franklin Street Waterbury, CT 06706	
Identify Applicant Status: P for Profit or NP for Nonprofit	NP	
Does the Applicant have Tax Exempt Status?	<u>Yes</u>	No
Contact Person, including Title/Position: This Individual will be the Applicant Designee to receive all correspondence in this matter.	Joseph Connolly, Chief Marketing and Government Relations Officer	
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail (Zip Code Required)	56 Franklin Street Waterbury, CT 06706	
Contact Person Telephone Number	203-709-6369	
Contact Person Fax Number	203-709-3703	
Contact Person e-mail Address	jconnolly@stmh.org	
Please copy any documents sent to St. Mary's Hospital or any third parties to:	John D. Blair, Esq./ Brown Rudnick LLP CityPlace I, 185 Asylum Street Hartford, CT 06103 Tel. - 860.509.6567 / jblair@brownrudnick.com	

## SECTION II. GENERAL APPLICATION INFORMATION

- a. Project Title: Acquisition of a Replacement CT Scanner
- b. Project Proposal: Replacement of single-slice Philips PQ-2000 CT Scanner at Saint Mary's Hospital with Philips Brilliance 16-slice CT Scanner
- 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) Radiology

### 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) Radiology

### Imaging:

MRI       CT Scanner       PET Scanner  
 CT Simulator       PET/CT Scanner       Linear Accelerator  
 Cineangiography Equipment       New Technology: \_\_\_\_\_

### Non-Clinical:

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

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

Yes       No

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

<input type="checkbox"/> New (F, S, Fnc)	<input type="checkbox"/> Additional (F, S, Fnc)	<input type="checkbox"/> Replacement
<input type="checkbox"/> Expansion (F, S, Fnc)	<input type="checkbox"/> Relocation	<input type="checkbox"/> Termination of Service
<input type="checkbox"/> Reduction	<input type="checkbox"/> 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:

Saint Mary's Hospital; 56 Franklin Street; Waterbury, CT 06706

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

**Response:**

The replacement CT scanner will service customers in the Saint Mary's Total Service Area. The Total Service Area is defined by the following towns:

**Primary Service Area:**

Naugatuck  
Prospect  
Waterbury  
Wolcott

**Secondary Service Area:**

Beacon Falls  
Bethlehem  
Cheshire  
Middlebury  
Morris  
Oakville  
Oxford  
Plantsville  
Plymouth  
Southbury  
Terryville  
Thomaston  
Watertown  
Woodbury

h. Estimated starting date for the project: Upon receipt of OHCA approval

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

**Not Applicable**

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

### SECTION III. ESTIMATED CAPITAL EXPENDITURE/COST INFORMATION

a. Estimated Total Project Expenditure/Cost: **\$409,000**

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

Major Medical Equipment Purchases*	
Medical Equipment Purchases*	
Non-Medical Equipment Purchases*	
Land/Building Purchases	
Construction/Renovation	<b>\$10,000</b>
Other (Non-Construction) Specify:	
<b>Total Capital Expenditure</b>	<b>\$10,000</b>
Major Medical Equipment – Fair Market Value of Leases Medical Equipment – Fair Market Value of Leases	
Non-Medical Equipment – Fair Market Value of Leases*	<b>\$399,000</b>
Fair Market Value of Space – Capital Leases Only	
<b>Total Capital Cost</b>	<b>\$399,000</b>
<b>Total Project Cost</b>	<b>\$409,000</b>
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.

**Not Applicable**

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
CT Scanner	Philips	Brilliance-16	1	\$399,000

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

**Response:**

A copy of the quotation provided by Philips for the Brilliance 16-slice CT Scanner is provided in Attachment #1.

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?

**Response:**

Saint Mary's Hospital (SMH) currently operates two CT-Scanners: a 16-slice Philips MX-8000 IDT, and a single-slice Philips PQ-2000. This proposal seeks to replace the single-slice Philips PQ-2000. SMH is not consistently able to provide patients with optimal care when scanning with the Philips PQ-2000. The PQ-2000 is outdated, produces below average image quality and no longer meets industry accepted standards given the limited power output and slow reconstruction parameters.

In fact, due to the sub par image quality of the PQ-2000, some Radiologists will not read exams performed on this unit. In addition, because of the age of the PQ-2000, replacement parts are not available. Therefore, SMH would be unable to restart the scanner if an equipment failure requiring a replacement part were to occur. Hospitals of like size, especially Level 2 Trauma Hospitals, require at least two multi-slice CT Scanners to manage similar volume demand. The PQ-2000 represents SMH's only backup scanner, and as such, it places difficulty for the Hospital to meet patients' needs in the event of a breakdown on our main unit.

Saint Mary's total CT Scan volumes have increased by over 20 percent since fiscal year 2005. Table 1 identifies the volume split between Inpatient, Outpatient and emergency CT scans. The increase in CT scan volume at SMH provides additional support for the replacement of the PQ-2000 (backup scanner). Although all patients who present at SMH for CT scan services are being serviced, a multi-slice replacement scanner will allow the Hospital to meet projected additional capacity as CT volumes continue to increase at the same rate.

The 51% growth in emergency volume is significant because replacement of the current scanner will allow the SMH Emergency Department to provide higher quality scans, faster and more accurately, which is imperative for emergency and trauma scans. Growth in the market demand of CT services is expected to continue and therefore, replacement of the outdated CT scanner is necessary to provide our patients with the accessibility, quality and standard of care expected of SMH.

**Table 1: Saint Mary's Hospital CT Scan Volume FY 2005 – 2008**

	FY05	FY06	FY07	FY08	% Chg. 05-08
Inpatient	5,187	6,732	5,797	6,157	18.70%
Outpatient	7,485	9,427	6,012	5,898	-21.20%
ED	10,395	13,643	14,308	15,721	51.24%
<b>TOTAL</b>	<b>23,067</b>	<b>29,802</b>	<b>26,117</b>	<b>27,776</b>	<b>20.41%</b>

In the proposed replacement, SMH will continue to service and target patients in the total service area, as defined herein in the response to Section II.C. SMH will continue to be responsible for providing and billing for the CT services, and the replacement CT scanner will continue to be located in the Radiology Department of SMH. SMH's current payer mix for CT Scan services is presented in Table 2 below. There are no anticipated changes in the payer mix as a result of the replacement of the PQ-2000.

**Table 2: Saint Mary's CT Scan Payer Mix (FY08)**

Medicare	40.34%
HMO/PPO	27.98%
Medicaid	19.53%
Commercial	5.38%
Self Pay	5.08%
Workers Comp	1.05%
Other	0.64%

A copy of SMH's Department of Public Health license is included in Attachment #2. No new licensure categories are necessary for the replacement of the CT Scanner.

## AFFIDAVIT

To be completed by each Applicant

Applicant: Saint Mary's Hospital

Project Title: Acquisition of a Replacement CT Scanner

I, Chad Wable, President and Chief Executive Officer  
(Name) (Position – CEO or CFO)

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

Signature

Date

Subscribed and sworn to before me on December 22, 2008

Victoria Cipriano  
Notary Public/Commissioner of Superior Court

My commission expires: MY COMMISSION EXPIRES FEB. 28, 2012

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Attachment #1

Philips Brilliance 16-slice CT Scanner Price Quote

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

**PHILIPS**

Quotation #: 1-IX56GX	Rev: 2	Effective From: 09-Sep-08	To: 27-Sep-08
<b>Presented To:</b> ST MARYS HOSPITAL WATERBURY 56 FRANKLIN ST WATERBURY, CT 06706  CARLO MARIANO DIRECTOR Tel:	<b>Presented By:</b> John Leahy <i>Account Manager</i>  Todd Mingo <i>Regional Manager</i>	Tel: (800) 882-4850 x576 Fax:	Tel: (800) 882-4850 x626 Fax: (860) 434-7906
<b>Alternate Address:</b>			
<b>Date Printed:</b> 09-Sep-08			
<b>Buying Group:</b> PREMIER PURCHASING PARTNERS L.P.		<b>Contract #:</b> Multi Modality GB Q3 08	
Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. Philips' standard Terms and Conditions of Sale, attached to the Quotation solution, will also apply, to extent they do not conflict with the terms and conditions of the agreement referenced by the Buying Group/Contract Number. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.			
<b>Submit Orders To:</b> 22100 BOTHELL EVERETT HWY BOTHELL WA 98021-8431 Tel: Fax:			

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

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

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

**IMPORTANT NOTICE:** Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

### Quote Solution Summary

Line #	Product	Qty	Price
1	100003 Brilliance CT 16 Slice	1	\$399,899.00
Equipment Total:			\$399,899.00

### Solution Summary Detail

Product	Qty	Each	Monthly	Price
100003 Brilliance CT 16 Slice	1	\$399,899.00		\$399,899.00
60 Month Equipment Only Lease Fair Market Value	60			\$7,732.45

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

**SVC0101 CUSTOMerCARE Gold** \$8,420.83

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

**Buying Group: PREMIER PURCHASING PARTNERS L P** Contract #: GB-IM-098A

**Add'l Terms:**

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. Philips' standard Terms and Conditions of Sale, attached to the Quotation solution, will also apply, to extent they do not conflict with the terms and conditions of the agreement referenced by the Buying Group/Contract Number. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

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

**Payment Terms: 0% Down, 80% Upon Delivery, 20% Due When the Product is Available for First Patient Use, Net due upon receipt**

Prices on the products listed on this quotation are subject to change pursuant to a general price increase to be effective October 1, 2008.

## 100003 Brilliance CT 16 Slice

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

Line #	Part #	Description	Qty
1	**NNAC013	Brilliance CT 16-Slice (5.0MHU) Scanner	1

Brilliance CT systems are powered not only by intelligent technologies inside, but also by stunning advances in how people can interact with the systems from the outside. Both are critical in handling the large amounts of data provided by multi-slice imaging - and in helping achieve a sustainable competitive advantage.

The Brilliance CT 16-slice configuration puts you ahead of the applications curve. In addition to providing additional confidence during routine studies, the greater volume of coverage enables you to perform advanced motion-sensitive applications such as pulmonary and short breath-hold cardiac studies.

### Highlights

- 16-slices per revolution for large volumes and thin slices.
- RapidView reconstruction system for high quality, cone beam imaging at up to 6 images per second.
- DoseWise design delivers optimal dose efficiency, without compromising image quality.
- Brilliance Workspace user environment improves productivity by working the way the user does.
- Logical Guided Flow prompts the user through the scanning and visualization processes.
- ScanTools to optimize productivity, workflow, and diagnostic confidence.

The flexibility of this high performance scanner includes features designed to automate clinical exams, ease through reconstruction and post-processing, and aid in accuracy of diagnoses. Above all, the speed and usability of the Brilliance 16-slice configuration positively impacts everyday workflow and increases patient throughput throughout the entire workflow process:

- Patient handling and setup
- Scan and image acquisition
- Dose management
- Reconstruction and display
- Post-processing and communication

Philips has created a comprehensive package of Brilliance CT ScanTools containing advanced components and productivity features that make workflow smooth and easy. From start to finish, they provide everything necessary to streamline routine imaging studies.

### CT User Environment

#### Brilliance Workspace

The Brilliance Workspace user environment is flexible and available wherever it is needed. Designed in collaboration between Philips and its customers, it is a powerful set of CT applications that improves productivity by working the way a user does. Users can do all of their planning, scanning, visualization and archiving in a simple, easy-to-use graphical user interface (GUI) that is harmonized across Philips Medical Systems.

## 100003 Brilliance CT 16 Slice

Line #	Part #	Description	Qty
		<b>Guided Flow</b> Logical Guided Flow graphical user interface increases productivity through ease-of-use features: <ul style="list-style-type: none"><li>Features and functions are visible, not hidden.</li><li>Most common operations are shown most prominently.</li></ul>	
A top-level workflow bar directs the user along important tasks and provides non-linear movement between functions without losing any current work. This provides the user with maximum flexibility for viewing, performing applications, filming or reporting.			
<b>Patient handling and setup</b> Philips' "Design for Life" approach provides high levels of flexibility for users and comfort for patients. Philips helps improve productivity during patient handling and setup through a variety of features, making patients more comfortable and making technologists' jobs easier.			
<b>Gantry</b> <b>Scan Control Panel</b> Controls and displays for gantry tilt, patient couch elevation and stroke are located on both sides of the gantry.			
<b>Scan Control Box (ScanTools)</b> Gantry and patient couch controls and displays are located conveniently at the operator's console. Additional functions include emergency stop, intercom, and scan enable/pause buttons.			
<b>Gantry Aperture:</b> 700 mm diameter <b>Gantry Tilt:</b> -30° to +30°; 0.5° Increments.			
<b>AutoVoice (ScanTools)</b> A standard set of commands for patient communication: before, during and after scanning.			
<b>Multi-lingual AutoVoice (ScanTools)</b> Commands for patient communication in multiple languages including: English, French, Spanish, Italian, Japanese, Hebrew, Arabic, Russian and Georgian. Also provides the ability to record customized messages – up to 25 seconds per message.			
<b>Table</b> <b>Longitudinal motion:</b> Manual Stroke: 1900 mm Scannable range: 1750 mm Speed: 0.5 to 100 mm/sec Position accuracy: ±0.25 mm			
<b>Vertical motion:</b> Range: 578 to 1028 mm above floor; 1.0 in <b>Table load capacity:</b> 204 kg (450 lbs) with full accuracy <b>Floating tabletop:</b> Carbon-fiber table top with foot pedal and handrail control for easy positioning and quick release.			
<b>Table Accessories (ScanTools)</b> From extra padding to optimal support, these table accessories prevent fatigue and discomfort and give both patients and technologists a sense of security: patient restraint kit, table extension, standard head holder, coronal head holder, table pad, IV Pole, arm rests, cushions, and pads.			

## 100003 Brilliance CT 16 Slice

Line #	Part #	Description	Qty
		<b>Scan Planning</b> The Brilliance Workspace provides intuitive registration and easy entry of patient information and clinical procedure selection, using anatomic graphical display and sample images.	
		<b>Expert Protocol Planning (ScanTools)</b> Tailor protocols to meet specific needs via a selection of parameters optimized for certain studies.	
		<b>Preset Post-processing (ScanTools)</b> User-defined presets improve workflow, by automatically opening the relevant post-processing applications for a specific type of exam. For example, automatically launching CTA studies in MIP or spine studies in MPR.	
		<b>Surview Plan</b> Planning via interactive mouse control of multiple, independent acquisition series of any type on Surview image	
		Scan length: up to 1500 mm	
		Scan width: 500 mm	
		<b>Dual Surview Planning (ScanTools)</b> Planning patient scans with two surviews provides flexibility in exam planning and execution, and also avoids repeat scans.	
		<b>Manual Scan</b> Places slice-by-slice scans under operator control with on-line or off-line reconstruction, background image archiving to local or remote storage devices. At any time, the operator is able to switch from automatic to manual scan and back.	
		<b>Automatic Scan</b> Enables automatic execution of pre-planned studies, with concurrent, on-line or off-line reconstruction, background image archiving to local or remote storage devices, without operator intervention.	
		<b>Productivity Tools</b>	
		<b>QuickStart (ScanTools)</b> Brilliance CT scanners have an efficient start-up sequence that allows scanning to begin within five minutes after turning the system on.	
		<b>QuickSetup (ScanTools)</b> System utilities such as quality assurance tools and service functions are readily available with a single mouse click.	
		<b>Scan and Image acquisition</b> Reliable, maximized system performance allows clinicians to remain focused on patient care. Brilliance CT is perfectly balanced, combining power and flexibility that maximizes image quality, speed and throughput while lowering patient dose.	
		System: Rotate-rotate architecture with optimized geometry for low dose imaging.	
		<b>Generator</b> The Brilliance generator uses modern, low-voltage slip ring technology to provide a constant high voltage to the CT x-ray tube assembly.	
		Output capacity: 48 kW	
		KV selections: 90, 120, 140 kVp	
		mA selections: 20 to 400 mA (at 120kV)	
		<b>X-ray Tube</b>	

## 100003 Brilliance CT 16 Slice

Line #	Part #	Description	Qty
		Anode storage capacity:	5.0 MHU
		Maximum cooling rate:	815 kHU/min
		Focal spot (IEC):	0.5 mm x 1.0 mm (small) 1.0 mm x 1.0 mm (large)

### *Dynamic Focal Spot (ScanTools)*

Dynamic Focal Spot (DFS) doubles the data sampling density from the detectors effectively doubling the number of detectors and providing ultra-high spatial resolution in axial and spiral scanning.

### *Detector*

Detector design is fundamental to the objective of acquiring high quality images while minimizing patient dose. Unlike single matrix detectors that simply sum elements, Philips designs configuration-specific detectors that minimize the separation between elements to always provide the highest geometric detector efficiency. Direct-to-digital signal conversion with TACH technology reduces dose and improves image quality.

Material:	Solid State - GOS
Slip Ring:	Optical - 1.1 Gbps transfer rate
Slice Collimations	16 x 0.75mm, 16 x 1.5mm, 8 x 3.0mm, 4 x 4.5mm, 2 x 0.6mm

### *Image Quality*

#### Spatial Resolution

Ultra-high mode:	24.0 lp/cm @ cut-off (ScanTools)
High mode:	16.0 lp/cm @ cut-off
Standard mode:	13.0 lp/cm @ cut-off
Noise: equivalent)	0.27% measured on Philips system phantom (21.6 cm water
Low Contrast Resolution:	4.0 mm @ 0.3% as measured on the 20 cm CATPHAN phantom
Absorption Range:	-1024 to +3072 Hounsfield units

### *Scanning Modes*

#### Spiral Scanning

- Multiple contiguous slices acquired simultaneously with continuous table movement during scans.
- Multiple, bi-directional acquisitions
 

Spiral exposure:	Up to 100 sec. of uninterrupted spiral scanning
Spiral pitch :	0.13 to 1.7 (user selectable)

#### Axial Scanning

- Multiple-slice scan with up to 16 contiguous slices acquired simultaneously with incremental table movement between scans
- Fused modes for reconstructing partial volume artifacts free thick slices from thin slice acquisition

#### *Scan Times*

0.5, 0.75, 1, 1.5, 2 seconds for full 360° scans

#### *Test Injection Bolus Timing (ScanTools)*

This feature establishes the optimum delay time for contrast injection. By using a test injection, a

## 100003 Brilliance CT 16 Slice

Line #	Part #	Description	Qty
		real-time graph of the enhancement in the selected region of interest is displayed. The delay time is then selected to provide optimal peak contrast enhancement and reduced contrast usage - ideal for CTA.	

### Dose Management

Philips' DoseWise philosophy is a set of principles and practices that ensures the best possible outcomes with minimal risk to patients and staff. Brilliance CT systems employ a number of features that help provide extremely high dose efficiency.

*DoseRight ACS (Automatic Current Selection) (ScanTools)*- Optimizes the dose for each patient based on the planned scan by suggesting the lowest possible mAs settings to maintain constant image quality at low dose throughout the exam.

*DoseRight D-DOM (Dynamic Dose Modulation) (ScanTools)*- Automatically controls the tube current rotationally, increasing the signal over areas of higher attenuation (lateral) and decreasing signal over area of less attenuation (AP).

*DoseRight Z-DOM (Longitudinal Dose Modulation) (ScanTools)*- Automatically controls the tube current, adjusting the signal along the length of the scan, increasing the signal over regions of higher attenuation (shoulders, pelvis) and decreasing the signal over regions of less attenuation (neck, legs).

### Dose Displays

- Volume CTDI (CTDIvol) (ScanTools)
- Dose Length Product (DLP) (ScanTools)
- Dose Efficiency (ScanTools)

### Dedicated Pediatric Protocols (ScanTools)

Developed in collaboration with top children's hospitals, Brilliance age and weight-based infant and pediatric protocols ensure the best clinical results with minimal dose.

### Reconstruction and Display

#### *RapidView Reconstruction (ScanTools)*

RapidView reconstruction is the result of years of advanced research, and was designed to forever remove the bottleneck between CT scan acquisition and image visualization. RapidView provides dramatic improvements in workflow by displaying images at breakthrough rates, regardless of acquisition speed or reconstruction parameter. The RapidView system employs true cone beam reconstruction algorithms and Philips-patented back projection hardware to provide the user with the images they desire, along with best-in-class reconstruction speeds, without compromise in image quality.

Reconstruction Rate: Up to 6 images per second

#### *Cone Beam Reconstruction Algorithm - COBRA (ScanTools)*

Philips patented Cone Beam Reconstruction Algorithm (COBRA) enables true three-dimensional data acquisition and reconstruction in spiral scanning. This avoids and/or corrects artifacts present in reconstruction by reducing pixel to noise ratio, resulting in superior multislice image quality.

### Reconstruction Modes

Concurrent: Axial and spiral modes - image reconstruction concurrent with acquisition

Off-Line (batch): Background image reconstruction of user-defined groups of raw data files with automatic image storage.

## 100003 Brilliance CT 16 Slice

Line #	Part #	Description	Qty
		<b><i>Evolving Reconstruction (ScanTools)</i></b> Provides real-time 256 x 256 matrix image reconstruction and display in step with spiral acquisition. Images can be modified for window width and level, zoom and pan prior to reconstruction. At the end of the acquisition, all images are updated with the desired viewing settings.	
		<b><i>Add Reconstruction (ScanTools)</i></b> Enables quick and easy unplanned or modified reconstructions of part or all of the images prospectively or retrospectively planned.	
		<b><i>Reconstruction parameters</i></b> Any study can be set up to automatically reconstruct using various reconstruction parameters. Exams can be tailored online while planning the scan, or during off-line recon. Up to six different reconstruction assignments are possible for each study. Image reconstruction parameters include Image matrix, filters, enhancements, zoom and pan, and archive.	
		<b><i>Ultralimage (ScanTools)</i></b> Ultralimage includes proprietary pre- and post-processing hardware and software for enhanced visualization of soft tissue structures. Ultralimage significantly improves image quality for the most accurate representation of even the most difficult to image anatomic areas, such as the bone-brain-air interface in neurological exams. The full clinical impact of Ultralimage is best appreciated in the brain, long bones, spine, pelvis or shoulder, where subtle, soft tissue structures can be obscured by adjacent high contrast bone.	
		<b><i>Image Processing (ScanTools)</i></b> The interactive image viewer is designed for fast, efficient and simple image review and filming purposes. Images can be handled individually or in user-selected groups.	
		<ul style="list-style-type: none"><li>• Image viewer window: Displays a single image or a selection of images.</li><li>• Zoom &amp; Pan: Magnification from 0.8 to 10 times</li><li>• Scroll Bar, Leaf and Cine, Invert Image, Image Parameters Display</li></ul>	
		<b><i>Image Graphics (ScanTools)</i></b> To help interpret clinical images, a variety of text and graphic aids can be individually positioned and manipulated with the mouse:	
		<ul style="list-style-type: none"><li>• Text annotation</li><li>• Cursors for pixel value measurements.</li><li>• Regions of Interest (ROI) - elliptical, rectangular, curved or freehand, with instantaneous calculation and display of area, average pixel value and standard deviation. Values of several ROIs may be added or subtracted.</li><li>• Lines, grid and scales for distance measurements, curved and freehand lines for measuring any shape.</li><li>• Arrows for pointing to features.</li><li>• Angle measurements.</li><li>• Histogram of pixel values in a user-defined region of interest.</li><li>• Profile of the pixel values along any line.</li><li>• Grid with adjustable spacing for distance assessment</li></ul>	
		<b><i>Window Control (ScanTools)</i></b>	

## 100003 Brilliance CT 16 Slice

Line #	Part #	Description	Qty
		<ul style="list-style-type: none"><li>Eight user-defined preset windows provide fast and convenient window setting. Mouse-driven fine adjustments of the window center and width enable optimal image viewing</li><li>Highlight Window: paints user-defined range of CT densities in color.</li><li>Double Window: Simultaneous displays two independent CT density ranges on the same image, i.e. thorax slice with lung and mediastinum windows</li><li>Invert Window: Ability to toggle between negative and positive image.</li></ul>	

### Host Computer

**Computer Architecture:** Windows XP Dell Precision host computer with Xeon processor

**Main Memory:** 2.0 GB RAM

### Display Monitor

High-resolution flat panel LCD color monitor saves space and weight when compared to conventional CRT-based monitors.

### Post-Processing Analysis Tools

*SlabViewer (ScanTools)*

*MPR- Multiplanar Reformation (ScanTools)*

*Maximum or Minimum Intensity Projection (MIP) (ScanTools)*

*3-D SSD Reconstruction (ScanTools)*

### *MasterCut (ScanTools)*

With the MasterCut feature, MPR (Multiplanar Reformatting) curved cuts along vascular structures can be defined on Maximum Intensity Projection (MIP) or volume rendered images to display panoramic and cross-sectional views that accurately visualize the vasculature.

### *RelateSlice (ScanTools)*

RelateSlice is a Philips-exclusive tool provided in Volume Rendering, 3-D SSD, MIP, and MPR, that correlates the axial image to a user-selected location on multiplanar views and renderings. RelateSlice makes it easy for a user to compare the axial image to its post-processed presentation, improving the user's productivity and diagnostic confidence.

### *Masterlook (ScanTools)*

An automated real-time image enhancement, or smoothing, that can be defined for up to three independent density ranges, such as lung, soft tissue and bone.

### *3-D Small Volume Analysis (ScanTools)*

3-D Small Volume Analysis permits tumor or nodule characterization with respect to growth rates within the 3-D application. This tool uses automatic segmentation for help in identifying a solitary nodule or tumor (early staging of lung cancer), and measures volumetric parameters such as nodule volume, long axis, and short axis for follow-up purposes.

### *Q-CTA - Quantitative CT Measurement Tool Package (ScanTools)*

Q-CTA is a tool kit for quantitative measurements of anatomic structures, such as vasculature pathology from 2-D, 3-D or volume-rendered images.

### *Volume Rendering (ScanTools)*

Philips advanced volume rendering 3-D visualization software provides unique simultaneous visualization of vasculature, soft tissue and bone. Unlike conventional 3-D or MIP, volume-rendering visualization offers real time interactive control over opacity and transparency values. This permits viewing through and beyond surrounding structures, such as metallic stents and arterial calcifications, and virtually eliminates the need for organ segmentation.

### Image Management and Archiving

## 100003 Brilliance CT 16 Slice

Line #	Part #	Description	Qty
		Image archiving is organized according to the DICOM 3.0 hierarchical model, in a DICOM 3.0 compliant image format. Loss less image compression/decompression algorithm is used during image storage/retrieval to/from all local archives. Images can be auto-archived to selected archive media.	

146 GB Hard Disk Image Storage Capacity: 512 X 512 Image Matrix = 250,000 typical number of uncompressed images

### *DVD-RAM*

DVD-RAM is an archive solution for storing CT and other modality datasets. It provides an inexpensive, reliable method for high-speed random access recording. DVD-RAM is intended as a storage replacement to the EOD and supports multi-session writing in order to store multiple patients added to the disk at different times. DVD-RAM disks are written with proprietary Philips format and are only readable on Phillips EBW (v3.0.1 or higher) and CT scanner units (v2.3 or higher) with DVD-RAM.

4.7 GB DVD Image Storage Capacity: 512 X 512 Image Matrix = 15,000 typical number of compressed images

### *Filming*

The Brilliance filming function allows the user to set up and store desired filming parameters. Pre-stored protocols can also include auto-filming. The operator can film immediately after each image, at the end of a series, or film after the end of a study and review images prior to print. The operator can also automatically film the study at three different windows and incorporate Combine Images functionality to manage large datasets. Basic monochrome and color DICOM Print capability are supported.

### Networking/Connectivity

#### *Network Requirements*

Network connections should be located within 10 feet of the console. The Brilliance CT supports 10/100/1000Mbps (10/100/1000BaseT) network speeds. For optimal performance, Philips recommends a minimum of 100Mbps network speed (1Gbps preferred) and for the CT network to be segmented from the rest of the hospital network.

#### *DICOM Connectivity*

Brilliance Workspace's full implementation of the DICOM 3.0 communications protocol allows connectivity to DICOM 3.0 compliant scanners, workstations, and printers; supports IHE requirements for DICOM Connectivity.

**Remark:** Customers using the old SPARC II platform of the AcQSim Voxel Q need to consider that Brilliance 2.0 will not be compatible. For customers with the UltraSparc platform of the AcQSim Voxel Q, version 5.0.2 or above is needed to maintain connectivity with Brilliance 2.0.

### **Siting Information**

#### *Power Requirements*

- 200/208/240/380/400/460/415/480/500 VAC at 100 kVA and 50/60Hz
- Three-phase distribution source

Computer cabinet is included. Computer table and operator's chair are optional.

**100003 Brilliance CT 16 Slice**

Line #	Part #	Description	Qty
<b>Clinical Education Program for Brilliance CT Systems:</b>			
All Clinical Education Training courses listed below are entitlements for this Brilliance CT System. No substitutions are allowed. All training courses will expire one year after the system delivery.			
<p><b>989801292218: Essentials Off-Site Education:</b> Philips will provide up to two (2) lead technologists, as selected by customer, with in-depth lectures covering basic clinical applications, Philips-specific imaging techniques, protocol optimization and scan parameters. A Brilliance CT "system emulator" is used during the lab sessions to simulate all basic scanning operations without x-ray exposure. Students will graduate from this class with an 80% understanding of the base system functionality. The remaining 20% is covered during the Handover On-Site experience. This twenty eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration, geography, and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover On-Site Education, and should be attended no earlier than two weeks prior to system installation. ASRT CEU credits may be available for each participant that meets the Guidelines provided by Philips during the scheduling process. Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292078 (CT Full Travel Pkg. Off-Site) is purchased with all Off-Site courses.</p> <p><b>989801292075: Handover On-Site Education:</b> This three (3) day training event will fine tune and expand upon knowledge learned during the Essentials Off-Site with focus on maximizing scanning techniques and protocols. This session is to be attended by the same two (2) technologists from Essentials Off-Site, and up to two (2) more of your dedicated CT Technologists, preferably from night or weekend shifts if necessary. ASRT CEU credits may be available for each participant that meets Philips Guidelines. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.</p> <p><b>989801292179: Follow-Up On-Site Education:</b> Clinical Education Specialists will provide sixteen (16) hours of tailored CT On-Site Education for up to four (4) students, selected by customer, including technologists from night/weekend shifts if necessary. CEU(s) are not available in all cases.</p> <p>The above education entitlements expire one (1) year from equipment delivery date. Ref#218075179-012307</p>			
2	**NCTA485	Keyboard Language - English	1
3	**NCTA650	CT Fluoroscopy Pkg - Ceiling Mount	1
<p>The CT Fluoroscopy Package – Ceiling Mount includes both CT Fluoroscopy and Continuous CT (CCT) applications utilizing a ceiling-mounted monitor.</p> <p>Philips' CT Fluoroscopy application provides real-time guidance for interventional procedures (up to 8fps). The user can view one fused image while time and dose displays keep the interventional radiologist aware of exposure levels throughout the procedure. In addition to the real-time mode, Continuous CT (CCT) biopsy mode enables the clinician to perform gantry room scans using a foot pedal and includes a remote monitor for viewing. Each exposure is a 240° axial centered beneath the patient to shield the clinician's hands from direct X-ray exposure. Exposures are single and series (continuous) selectable via foot switch.</p>			

**100003 Brilliance CT 16 Slice**

Line #	Part #	Description	Qty
		View four, two or one image(s) per exposure Time to first image is <1.5 seconds from exposure start	
		<b>Pre-requisites:</b> <i>0.5 second rotation</i> <i>Mx8000 IDT based systems require Brilliance Console with RapidView 20</i>	
		<b>Availability:</b> <i>With Brilliance 2.0 or Mx8000 IDT v4.0</i>	

4

**\*\*NCTA004****ScanTools Pro****1**

ScanTools Pro is a supplemental set of tools that optimize productivity workflow and diagnostic confidence. Includes:

**DICOM® Modality Worklist**

Provides HIS/RIS Interface through DICOM modality worklist service class; enhances clinical workflow by importing patient demographics and study information from an information management system.

**Prefetch Study**

This feature searches the database (PACS) for previous patient studies (CT MR CR RF). After location and selection these studies are then sent to the background of the configurable destination (e.g. Extended Brilliance Workspace).

**Automatic Procedure Selection**

Maps the procedure selection from the HIS-RIS with individual scan protocol(s) from the Brilliance CT scanners simplifying the scanning process. Only the most relevant scan protocol(s) for any requested procedure are shown to the user ensuring that only the desired scanning procedures are performed. This is especially useful for infrequent users of the CT scanner.

**Bolus Tracking**

This automated injection planning technique permits the user to monitor actual contrast enhancement and initiate scanning at a pre-determined enhancement level. Combine with SAS for full automation and efficacy.

**Spiral Auto Start**

Spiral Auto Start integrates the injector with the scanner allowing the technologist to monitor the contrast injection to check for extravasation and to initiate and stop the scan (with the predetermined delay) while in the scan room.

**NOTE:**

Costs to upgrade an approved injector and any cabling is the responsibility of the user.  
Compatible with most Medrad E-Z-EM and Liebel Flarsheim injectors

**Ultra High Resolution Matrices**

Exclusive to Philips 768 x 768 and 1024 x 1024 image reconstruction matrices display all of the high-resolution data acquired in applications such as inner ear spine and high-resolution lung

**100003 Brilliance CT 16 Slice**

Line #	Part #	Description	Qty
		Imaging. As resolution increases larger matrices are required to display the full resolution for the reconstructed field of view.	

Organ ID

Automatically isolates lung images for better viewing including lung limit detection zoom and pan setting lung windowing image enhancement and image filming.

Dual Monitor Configuration

Expands the Brilliance workspace by utilizing two selected monitors. One side is utilized for scanning operations while the other is used for post-processing activities.

CD Writer

A Compact Disk (CD) drive stores DICOM images plus DICOM image viewing software on very low cost CD media. The CD Writer permits a standard PC with a built-in CD drive to view and perform basic manipulations (zoom pan and window level) on the DICOM images stored on the CD. This Brilliance enhancement provides a low cost and flexible alternative for archiving and retrieving images copies for referring physicians and to use in presentations and teaching.

Minimum PC hardware Requirements are a Pentium III 450 MHz with 128 MB RAM main memory and a 20 GB Hard Drive running Microsoft Windows operating systems

Supported Web Browsers which must be installed in Compact or Full mode include Microsoft Internet Explorer or Netscape installed with ActiveX Plug-In. Macintosh viewing support via the Virtual PC application.

Image Storage Capacity: (620MB) 512 X 512 Image Matrix = 1228 Typical Number of Images

5	**NCTA070	Elevated Head Holder	1
		This head holder is used to ease the patient into a prone coronal position for sinus, orbits, sella, or other neuro applications. This patient position can help delineate free fluid and air, CSF leaks, and fracture delineation not demonstrated in an axial plane.	
6	**NCTC050	Flat Head Holder	1
		The flat head holder is ideally used for routine child or adult CT head exams. With this head holder, the head is in-line vertically with the body.	
7	**NCTA082	30-min Console UPS	1
		Uninterruptible Power Supply (UPS) provides up to 30 minutes of battery backup for computer/reconstruction system.	
8	**989605200521	Teal 100kVA Isotran Plus	1
		Teal 100 kVA Isolation voltage adapting transformer:	

Input voltage: 200/208/240/380/400/416/480/500, 3-phase, delta plus protective earth. 50/60 Hz

Output voltage: 480 VAC (277 VAC wye).

Includes: Programmable input circuit breaker.

Includes: TVSS (Transient Voltage Surge Suppression), load side filtration for noise attenuation and remote control contactor.

Weight: 598 lbs. (271 kg)

Dimensions: 27.8" (70.7 cm) wide, 20.5" (52.1 cm) deep, 44.0" (111.8 cm) high.

**100003 Brilliance CT 16 Slice**

Line #	Part #	Description	Qty
	Product:	72849 PQ 2000 (S) (PICKER)	
	Serial Number:	70283	
	Manufacturer:	PHILIPS MEDICAL SYSTEMS	

**12 SEBLRSVNP1 Customer Note 1**  
CT Trade-in of PQ 2000. CT trade-in value is valid until Nov.12, 2008. CT must be available to be remove on or before Nov 12, 2008. System must be in working order.

**PROMOTIONS**

Promotion Name	Description
CT - PMC Your Way Q308	2008 PMC Your Way Promotion
<p>Philips Medical Systems and Philips Medical Capital (PMC) are pleased to offer you the CT 'PMC Your Way' promotion. Take the opportunity to choose special promotional financing to fit your needs. You may choose promotional rates on \$-out leases, reduced payment plans, or skip and step payments. Maximize cash flow while ramping up procedure volumes. Have financing your way.</p>	
<p>Terms and Conditions: Only from Philips Medical Systems and Philips Medical Capital. Program valid for orders placed by September 26, 2008. Special financing available with a Philips Medical Capital financing agreement only. Certain credit requirements must be met, and not all customers will qualify. Applicable for Philips Medical Systems equipment only.</p>	

100003 Brilliance CT 16 Slice

NET PRICE

\$399,899.00

Buying Group: PREMIER PURCHASING PARTNERS L P

Contract #: GB-IM-098A

Add'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. Phillips' standard Terms and Conditions of Sale, attached to the Quotation solution, will also apply, to extent they do not conflict with the terms and conditions of the agreement referenced by the Buying Group/Contract Number. If no Buying Group/Contract Number is shown, Phillips' Terms and Conditions of Sale will apply to the quoted solution.

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

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is: \_\_\_\_\_.

If you do not issue formal purchase orders indicate by initialing here \_\_\_\_\_.

Tax Status:

Taxable \_\_\_\_\_ Tax Exempt \_\_\_\_\_

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

Delivery/Installation Address:

Invoice Address:

Contact Phone #:

Contact Phone #:

Purchaser approval as quoted:

Date:

Title:

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

**100003 Brilliance CT 16 Slice****OPTIONS**

SELECTION OF ANY OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. OPTIONAL EQUIPMENT PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

Line #	Part #	Description	Qty	Each	Price	Initial
1	**NCTA131	Computer Table Computer table for the Extended Brilliance Workspace Provides a large enough working space (120cm) to accommodate dual monitors and other peripheral devices (barcode phone log books etc.) and matches the Brilliance CT Scanner design.	1	\$1,516.30	\$1,516.30	
2	**NCTA132	Operator Chair One (1) standard height operator's chair.	1	\$643.10	\$643.10	

## Philips Standard Terms and Conditions of Sale

The products and services listed in the quotation are offered by Philips Medical Systems North America Company ("Philips") only under the terms and conditions described below.

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

**2. Cancellation.** Philips' cancellation policies are set forth in the applicable schedule attached to these Terms and Conditions of Sale.

**3. Payment Terms.**

- 3.1 Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will immediately pay such invoice on receipt for each product in accordance with the payment terms set forth in the applicable schedule attached to these Terms and Conditions of Sale;
- 3.2 Orders are subject to Philips' on-going credit review and approval.
- 3.3 Customer shall pay interest on any amount not paid when due at the maximum rate permitted by applicable law. If Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue the performance of services, discontinue the delivery of the product, or deduct the unpaid amount from any amounts otherwise owed to Customer by Philips under any agreement with Customer. In any action initiated to enforce the terms of the quotation following a Customer default, Philips shall be entitled to recover as part of its damages all costs and expenses, including reasonable attorneys' fees, in connection with such action.

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

- (i) Customer represents and warrants that Customer has, and shall have when title passes, good and marketable title to such Trade-In;
- (ii) Title to such Trade-In shall pass from Customer to Philips upon Philips making the new equipment available for first patient use. Removal of the Trade-In from Customer's site shall occur no later than the date Philips makes the new product available for first patient use, unless otherwise agreed between Philips and the Customer; and,
- (iii) Notwithstanding anything to the contrary in any Business Associate Addendum, Customer represents and warrants that Customer has removed or de-identified all Protected Health Information from the Trade-In equipment as of the date the equipment is removed.

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

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

**7. Shipment and Risk of Loss.**

- 7.1 The applicable schedule attached to these Terms and Conditions of Sale shall apply for delivery.
- 7.2 Title to any product (excluding software), and the risk of loss or damage to any product shall pass to the Customer F.O.B. destination. Customer shall obtain and pay for insurance covering such risks at destination.

**8. Installation.**

- 8.1 Customer shall provide Philips full and free access to the installation site and suitable and safe space for the storage of the products before installation. The products will be installed during normal working hours. Philips will unpack the product, construct applicable pads (if required for certain products), connect the product to a safety switch or breaker to be installed by the Customer, and calibrate and test the product. Customer shall provide any and all plumbing, carpentry work, conduit, wiring including communications and/or computer wiring, network equipment, power supply, surge suppression and power conditioning (except to the extent they are expressly included in the quotation), fire protection and environmental controls, ground fault and isolation system, and other fixtures and utilities required to properly attach, install, and use the product. If local labor conditions require the use of non-Philips' employees to participate in the installation of the product, then such participation of non-Philips' employees shall be at Customer's expense. In such case, Philips will provide engineering supervision during the installation.
- 8.2 Customer shall be responsible, at its expense, for the preparation of the installation site where the product will be installed including any required structural alterations. The site preparation shall be in compliance with all safety, electrical, RF or magnetic shielding and acoustical suppression and building codes relevant to the product and its installation and use. The sufficiency of any installation site plans shall be the responsibility of Customer. Customer shall advise Philips of conditions at or near the site that could adversely affect the installation and shall ensure that those conditions are corrected and that the site is fully prepared and available to Philips before installation work begins. Customer, at its expense, shall obtain all permits and licenses required by federal, state, or local authorities in connection with the installation and operation of the product, including any certificate of need and zoning variances. PHILIPS MAKES NO WARRANTY AND ASSUMES NO LIABILITY FOR THE FITNESS OR ADEQUACY OF THE SITE IN WHICH THE PRODUCT IS TO BE INSTALLED OR USED.
- 8.3 Customer shall ensure, at no charge to Philips, that there are no obstacles preventing Philips from moving the product from the entrance of the Customer's premises to the installation site. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work. Philips assumes that no hazardous materials exist at the

- 16.7 **Headings.** The headings in the quotation are intended for convenience only and shall not be used to interpret the quotation.
- 16.8 **Severability.** If any provision of the quotation is deemed to be illegal, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected or impaired, and shall continue in full force and effect.
- 16.9 **Notices.** Notices or other communications shall be in writing, and shall be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth in the quotation.
- 16.10 **Performance.** The failure of Customer or of Philips at any time to require the performance of any obligation will not affect the right to require such performance at any time thereafter. Course of dealing, course of performance, course of conduct, prior dealings, usage of trade, community standards, industry standards, and customary standards and customary practice or interpretation in matters involving the sale, delivery, installation, use, or service of similar or dissimilar products or services shall not serve as references in interpreting the terms and conditions of the quotation.
- 16.11 **Obligations.** Customer's obligations are independent of any other obligations the Customer may have under any other agreement, contract, or account with Philips. Customer will not exercise any right of offset in connection with the terms and conditions in the quotation or in connection with any other agreement, contract, or account with Philips.
- 16.12 **Additional Terms.** Schedule 1 is incorporated herein and its additional terms shall apply solely to Customer's purchase of X-Ray, Computed Tomography, Magnetic Resonance, Nuclear Medicine and Ultrasound products.

#### **OPERATING SOFTWARE LICENSE**

##### **1. License Grant**

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

##### **2. Modifications**

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

##### **3. Open Source**

- 3.1 Customer's rights under this License are conditioned upon Customer not performing, and Customer shall not perform, any actions in a manner that would require any software furnished with the product, or the product and/or any derivative work thereof, to be licensed under Open License Terms. These actions include but are not limited to:
  - (i) combining such software, the product or a derivative work thereof with Open Source Software by means of incorporation, linking or otherwise; or
  - (ii) distributing such software, the product or a derivative work thereof with Open Source Software; or
  - (iii) using Open Source Software to create a derivative work of the product or such software, insofar as these actions would require such software, the product or a derivative work thereof to be licensed under Open License Terms.

- 3.2 As used herein, "Open Source Software" means any software that is licensed under Open License Terms. "Open License Terms" means terms in any license agreement or grant that requires as a condition of use, modification and/or distribution of a work that:
  - (i) source code will be made available, or
  - (ii) permission will be granted for creating derivative works, or
  - (iii) a royalty-free license be granted to any party under any intellectual property right regarding that work and/or any other work that contains, is combined with, requires or is based on that work.
- 3.3 Customer shall indemnify Phillips and its affiliates against and hold Phillips and its affiliates harmless from any damage or costs arising from or in connection with any violation or breach of the provisions of this Section 3, and Customer shall reimburse all costs and expenses incurred by Phillips and/or its affiliates in defending any claim, demand, suit or proceeding arising from or in connection with such violation or breach.

10/07 Printed in U.S.A.

**Schedule 1**  
**X-Ray, Computed Tomography, Magnetic Resonance, Nuclear Medicine, and Ultrasound products**

**1. Payment Terms.** Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will immediately pay such invoice on receipt, as follows

(a) For X-Ray, Computed Tomography, Magnetic Resonance, and Nuclear Medicine products:

- (i) 10% of the purchase price shall be due with Customer's acceptance of the quotation.
- (ii) 70% of the purchase price shall be due on delivery of the major components of the product. Product installation will not begin until Customer has paid this portion of the purchase price.
- (iii) 20% of the purchase price shall be due when the product is available for first patient use. Available for first patient use means the product has been installed and substantially meets Philips' published specifications. If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty days following the date that Philips notifies Customer that the major components of the product are available for delivery, the unpaid portion of the purchase price shall be due on the thirty-first day following such date.

(b) For Ultrasound products:

100% of the purchase price shall be due thirty days from Philips' invoice date.

**2. Cancellation.** The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. If Customer cancels an order prior to product delivery, Customer shall pay the costs incurred by Philips up to the date of cancellation including, but not limited to, the costs to manufacture the product, the costs to provide any training, educational, or other services to Customer in connection with the order, a nominal restocking fee, and the costs to return or cancel any product ordered from a third party on Customer's behalf.

**3. Delivery.**

- 3.1 Philips will use reasonable efforts to ship the product to the Customer by the (i) mutually agreed upon shipment date, or (ii) by the date stated in the quotation, or (iii) as otherwise agreed in writing. Philips will ship the product according to Philips' standard commercial practices. Philips may make partial shipments. Philips will pay shipping costs associated with product shipment. Prior to the shipment of any product, Philips may change the construction or the design of the product without notice to the Customer so long as the function, footprint, and performance of the product are not substantially altered.
- 3.2 If Customer requests a delay in the date major components of the product are available for delivery, then Philips will place the product in storage and the unpaid portion of the purchase price shall be due. Customer will reimburse Philips for all storage fees incurred upon receipt of invoice.

**4. Additional Customer Installation obligations for Magnetic Resonance.** Customer, Customer's contractor, or Customer's architect is required to provide detailed information on the proposed Helium Exhaust Pipe for their MRI system prior to installation to ensure safety specifications are being met.

Required Details Include:

- Architectural drawing or sketch with complete dimensions including lengths, bending radii, bending angles, and pipe diameters for entire Helium Exhaust Pipe run from RF enclosure to discharge location.
- Completed Helium Exhaust Pipe Verification Checklist (Provided by Local PHILIPS Project Manager)
- Picture showing the area where the Helium Exhaust Pipe will discharge.

Magnets will not be released for delivery unless and until Helium Exhaust Pipe details are provided for verification and have been confirmed to meet all life safety specifications.

Attachment #2

Saint Mary's Hospital Department of Public Health License

**STATE OF CONNECTICUT**

**Department of Public Health**

**LICENSE**

**License No. 0055**

**General Hospital**

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

Saint Mary's Hospital, Inc. of Waterbury, CT, d/b/a Saint Mary's Hospital, Inc. is hereby licensed to maintain and operate a General Hospital.

**Saint Mary's Hospital, Inc.** is located at 56 Franklin Street, Waterbury, CT 06702

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

32 Bassinets

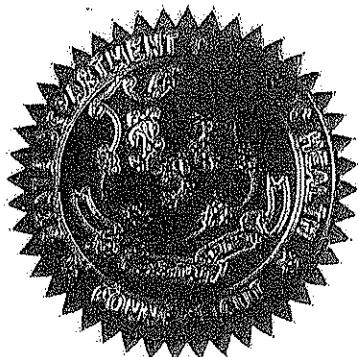
347 General Hospital beds

This license expires December 31, 2010 and may be revoked for cause at any time.

Dated at Hartford, Connecticut, January 1, 2009. RENEWAL.

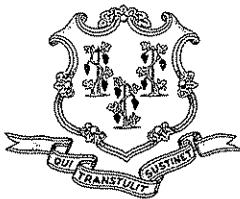
**Satellites:**

St. Mary's Dept. of Behavioral Health Care Services, 100 Jefferson Square, Waterbury, CT



*J. Robert Galvin MD, MPH, MBA*

J. Robert Galvin, MD, MPH, MBA,  
Commissioner



# STATE OF CONNECTICUT

## OFFICE OF HEALTH CARE ACCESS

M. JODI RELL  
GOVERNOR

CRISTINE A. VOGEL  
COMMISSIONER

January 7, 2009

Joseph Connolly  
Chief Marketing and Government Relations Officer  
Saint Mary's Hospital  
56 Franklin Street  
Waterbury, CT 06706

Re: Letter of Intent, Docket Number 08-31294  
Saint Mary's Hospital  
Proposal to Acquire a Replacement Phillips Brilliance 16-Slice CT Scanner for an  
Existing Single-Slice Phillips P-2000  
Notice of Letter of Intent

Dear Mr. Connolly:

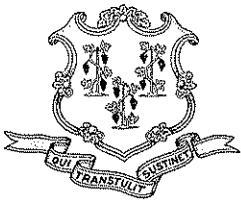
On December 29, 2008, the Office of Health Care Access ("OHCA") received the Letter of Intent ("LOI") Form of Saint Mary's Hospital ("Applicant") for the proposal to acquire a replacement Phillips Brilliance 16-Slice CT Scanner for an existing Single-Slice Phillips P-2000 in Waterbury, at a total capital expenditure of \$409,000.

A notice to the public regarding OHCA's receipt of a LOI was published in *The Republican American* 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

January 7, 2009

Requisition # HCA09-091  
(203) 754-0644

Republican American  
389 Meadow Street  
Box 2090  
Waterbury, CT 06722-2090

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 **Sunday, January 11, 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:Img

c: Sandy Salus, OHCA

*An Affirmative Action / Equal Opportunity Employer*

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

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

Fax: (860) 418-7053

**PLEASE INSERT THE FOLLOWING:**

Statute Reference:	19a-639
Applicant:	Saint Mary's Hospital
Town:	Waterbury
Docket Number:	08-31294-LOI
Proposal:	Proposal to acquire a replacement Phillips Brilliance 16-slice CT Scanner for an Existing Single-Slice Phillps P-2000
Total Capital Expenditure:	\$409,000

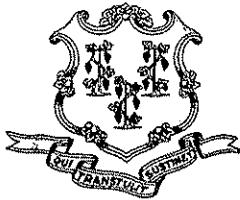
The Applicant may file its Certificate of Need application between February 27, 2009 and April 28, 2009. Interested persons are invited to submit written comments to Cristine A. Vogel, Commissioner Office of Health Care Access, 410 Capitol Avenue, MS13HCA P.O. Box 340308 Hartford, CT 06134-0308.

The Letter of Intent is available at OHCA or on OHCA's website at [www.ct.gov/OHCA](http://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	4599
RECIPIENT ADDRESS	912037540644
DESTINATION ID	
ST. TIME	01/07 13:48
TIME USE	00 '22
PAGES SENT	2
RESULT	OK



M. JODI RELL  
GOVERNOR

**STATE OF CONNECTICUT**  
**OFFICE OF HEALTH CARE ACCESS**

CRISTINE A. VOGEL  
COMMISSIONER

January 7, 2009

Requisition # HCA09-091  
(203) 754-0644

Republican American  
389 Meadow Street  
Box 2090  
Waterbury, CT 06722-2090

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 **Sunday, January 11, 2009**.

Please provide the following within 30 days of publication:

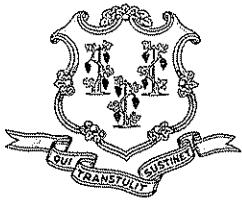
- Proof of publication (copy of legal ad acceptable) showing published date along with the invoice.

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



# STATE OF CONNECTICUT

## OFFICE OF HEALTH CARE ACCESS

M. JODI RELL  
GOVERNOR

CRISTINE A. VOGEL  
COMMISSIONER

January 15, 2009

Joseph Connolly  
Chief Marketing and Government Relations Officer  
Saint Mary's Hospital  
56 Franklin Street  
Waterbury, CT 06706

RE: Certificate of Need Application Forms, Docket Number 09-31294-CON  
Saint Mary's Hospital  
Proposal to Acquire a Philips Brilliance 16-slice CT Scanner to Replace an Existing  
Single-Slice Philips P-2000

Dear Mr. Connolly:

Enclosed are the application forms for Saint Mary's Hospital's Certificate of Need ("CON") proposal for the Proposal to acquire a replacement Philips Brilliance 16-slice CT Scanner for an Existing Single-Slice Philips P-2000 with an associated capital expenditure of \$409,000. According to the parameters stated in Section 19a-638 of the Connecticut General Statutes the CON application may be filed between February 27, 2009, and April 28, 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

## OFFICE OF HEALTH CARE ACCESS

## REQUEST FOR NEW CERTIFICATE OF NEED

## FILING FEE COMPUTATION SCHEDULE

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

## SECTION A – NEW CERTIFICATE OF NEED APPLICATION

1. Check statute reference as applicable to CON application (see statute for detail):

19a-638. Additional function or service, change of ownership, service termination.

No Fee Required.

19a-639 Capital expenditure exceeding \$3,000,000, or capital expenditure exceeding \$3,000,000 for major medical equipment, 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.

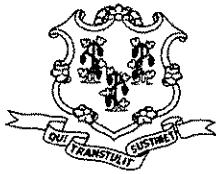
3. Enter \$400 on "Total Fee Due" line (SECTION B) if application is for capital expenditure for major medical equipment, imaging equipment or linear accelerator less than \$3,000,000

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: \_\_\_\_\_ \$ 1,000.00  
 b. Additional Fee: (Capital Expenditure Assessment) \_\_\_\_\_ \$ \_\_\_\_\_.00  
 (To calculate: Total requested Capital Expenditure/Cost excluding capitalized financing costs multiplied times .0005 and round to nearest dollar.) (\$ \_\_\_\_\_ x .0005) \_\_\_\_\_ \$ \_\_\_\_\_.00  
 c. Sum of base fee plus additional fee: (Lines A4a + A4b) \_\_\_\_\_ \$ \_\_\_\_\_.00  
 d. Enter the amount shown on line A4c. on "Total Fee Due" line (SECTION B). \_\_\_\_\_

SECTION B TOTAL FEE DUE: \_\_\_\_\_ \$ \_\_\_\_\_.00

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



**State of Connecticut  
Office of Health Care Access  
Certificate of Need Application**

Please complete all questions. If any question is not relevant to your project, Not Applicable may be an acceptable response. Your Certificate of Need application will be eligible for submission no earlier than February 27, 2009, and may be submitted no later than April 28, 2009. The Analyst assigned to your application is Laurie Greci and she may be reached at the Office of Health Care Access at (860) 418-7001.

**Docket Number:** 08-31294-CON

**Applicant Name:** Saint Mary's Hospital  
**Contact Person:** Joseph Connolly  
**Contact Title:** Chief Marketing and Government Relations Officer  
**Contact Address:** Saint Mary's Hospital  
56 Franklin Street  
Waterbury, CT 06706

**Project Location:** Waterbury

**Project Name:** Proposal to Acquire a Philips Brilliance 16-slice CT Scanner to Replace an Existing Single-Slice Philips P-2000

**Statutory Reference:** Section 19a-639, C.G.S.

**Estimated Capital Expenditure:** \$409,000

## 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: \_\_\_\_\_

1. Existing Imaging Services

- A. What imaging services are currently being provided by the Hospital?
- B. Please complete the following table for each CT scanner operated by the Hospital, regardless of location:

Provide a unique identifier for each Scanner operated at the Hospital:	Scanner	Scanner
Manufacturer Make and Model		
Number of Slices		
Location		
Date Acquired		
Date CT Scanner became operational		
Total Cost of Original Acquisition		
Original Purpose of Acquisition		
Certificate of Need Docket Number		
Authorizing the Scanner, if applicable		
Current Condition (i.e, excellent, good, fair, inoperable)		
Current Primary Use		
Hours/Week (Monday through Friday)		
Days/week (Monday through Friday)		
Hours on Saturday		
Hours on Sunday		
Average # Hours/Week Scanner Operates		
Weeks/Year Operational		
Targeted Utilization as % of Capacity		
Annual Total Capacity for Scans in Hours		
Average Scan Time in Hours		
Annual Capacity - #Scans		
Number of Scans - Actual		
<b>% Total Capacity</b>	<b>%</b>	<b>%</b>

Add additional columns or tables as needed.

2. Clear Public Need

- A. Discuss the key factors that led to the Hospital's proposal to acquire a replacement 16-slice scanner.
- B. Provide copies of needs assessments and market share analyses performed to support the need for the proposal. If there are none, explain why no such assessments or analyses were undertaken by the Applicant.
- C. Explain why the proposed 16-slice scanner is the appropriate choice to replace the single-slice CT scanner

D. Provide the following information:

- i) List the service area towns. Provide a rationale for designating these towns as within the service area.
- ii) The units of service for the past three fiscal years and the current fiscal year- to-date by service area town. Report the units of service **for each CT scanner separately** identified in Question 1 by type of scan performed and/or disease type.
- iii) Describe the population being served, including the number of individuals to receive the proposed service. Include demographic information as appropriate.
- iv) Describe any change in population to be served with the proposal.
- v) Scheduling backlogs in service area.
- vi) Hours of operation of each CT scanner and for the proposed CT scanner.

E. Identify the existing providers of CT scanning services proposed in your service area utilizing the tabular format given below:

Provider Name Street Address Town, and Zip Code	Description of Service	Manufacturer, Make, Model and Number of Slices (if known)	Hours and Days of Operation <sup>1</sup>	Current Utilization <sup>2</sup>

<sup>1</sup> Specify days of the week and start and end time for each day.

<sup>2</sup> Number of scans performed on specified scanner by Provider for the most recent 12 month period, if known.

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

G. Provide the units of service projected for the first three years of operation of the proposed service by disease type. Include the derivation/calculation.

H. Complete the following table concerning the proposed 16-slice scanner; separate weekday and weekend hours as appropriate (See format in Question 1B).

Proposed:	
Average # Hours/Week Scanner Operates	
Weeks/Year Operational	
Targeted Utilization as % of Capacity	
Annual Total Capacity for Scans in Hours	
Average Scan Time in Hours	
Annual Capacity - #Scans	
Number of Scans - Projected	
% Total Capacity	%

3. Will your proposal remedy any of the following barriers to access?

Cultural       Transportation  
 Geographic       Economic  
 None       Other (Identify) \_\_\_\_\_

If you checked other than "None" of the above, provide an explanation.

4. Provide copies of any epidemiological, public information or other similar studies related to your proposal. If there are none, please explain why none are available for submission.

5. 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 Committee for Quality Assurance       Public Health Code & Federal Corollary  
 National Association of Child Bearing Centers       American College of Obstetricians & Gynecologists       American College of Surgeons  
 Report of the Inter-Council for Radiation Oncology       American College of Radiology       Substance 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.

6. Submit a list of all key professional and administrative personnel, including the Applicant's Chief Executive Officer (CEO) and Chief Financial Officer

(CFO), Medical Director, physicians, nurses, therapists, counselors, etc., related to the proposal and a copy of their Curriculum Vitae. **Note:** For physicians, please provide a list of hospitals where the physicians have admitting privileges.

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

DPH                             AAAASF  
 Fire Marshall Report     JCAHO  
 AAAHC                             Other: \_\_\_\_\_

Note: Above referenced acronyms are defined below.<sup>1</sup>

8. 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

9. Financial Information

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

Corporation (Inc.)                     Limited Liability Company (LLC)  
 Partnership                             Professional Corporation (PC)  
 Joint Venture                             Other (specify): \_\_\_\_\_

B. Provide the following financial information

- i) Pursuant to Section 19a-644, C.G.S., each hospital licensed by the Department of Public Health is required to file with OHCA copies of the hospital's audited financial statements. If the Applicant is a hospital that has filed its most recently completed fiscal year audited financial statements, the Applicant may reference that filing for this proposal.
- ii) Provide the total current assets balance as of the date of submission of this application.
- iii) Provide a copy of the most recently completed internal monthly financial statements.
- iv) Provide the name and units of service for the new cost center to be established for the proposal.
- v) Identify the entity that will be billing for the proposed service.

---

<sup>1</sup> 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.

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

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

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

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

12. Provide the following information concerning the lease for the proposed CT scanner:

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

13. Type of Financing

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

Applicant's equity:

Source and amount:

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

Grant:

Amount of grant	\$ _____
Funding institution/ entity	

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

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

Lease financing or  
 CHEFA Easy Lease Financing:

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

Other financing alternatives:

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

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

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

14. Revenue, Expense and Volume Projections

A. Provide both the current payer mix and projected payer mix for the Hospital's existing CT scanning services, based on Gross Patient Revenue in the following tabular 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				
Other Government Payers**				
Total Government Payers				
Commercial Insurers*				
Uninsured				
Workers Compensation				
Total Non-Government Payers				
Total Payer Mix	100%	00%	100%	100%

\*Includes managed care activity.

\*\* List each individually.

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 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 using the format provided in **Financial Attachment I** (see attached). **Note:** the actual results for the fiscal year reported in the first column must agree with the Applicant's audited financial statements.
- ii) Provide three years of projections of incremental revenue, expense, and volume statistics attributable to the proposal by payer using the format provided in **Financial Attachment II** (see attached).
- 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.

## 15. Miscellaneous

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

Energy conservation  Group purchasing  
 Application of technology (e.g., computer)  Reengineering

systems, robotics, telecommunication  
systems, etc.)

None of the above  
 Other (identify):

B. 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.

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

Yes  No If you checked "Yes," please provide an explanation.

D. Provide a copy of the State of Connecticut Department of Public Health license currently held.

E. State Health Plan - No questions at this time.

F. Applicant's Long Range Plan

Is this application consistent with your long-range plan?

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

**08-31294-CON 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 - )	(1)	(2)
--------------------	-----	-----

FY Projected Incremental Expenses:
------------------------------------

Total Incremental Expenses:
-----------------------------

Total Facility by
-------------------

Payer Category:
-----------------

	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)
	Rate	Units	Gross Revenue	Allowances/ Deductions	Charity Care	Bad Debt	Net Revenue	Operating Expenses	Net Revenue	Gain/(Loss) from Operations
		Col. 2 * Col. 3				Col. 4 - Col. 5	Col. 4 - Col. 6 - Col. 7	Col. 4 / Col. 4 Total *	Col. 8 - Col. 9	
Medicare	\$0							\$0	\$0	\$0
Medicaid	\$0							\$0	\$0	\$0
CHAMPUS/TriCare	\$0							\$0	\$0	\$0
Other Government*								\$0	\$0	\$0
<b>Total Governmental</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
Commercial Insurers	\$0							\$0	\$0	\$0
Uninsured	\$0							\$0	\$0	\$0
<b>Total NonGovernment</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Total All Payers</b>	<b>\$0</b>	<b>0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

\*Other Government - specify and list separately.

**08-31294-CON Financial Attachment I**

**14. D i).** Please provide one year of actual results and three years of projections of the Hospital's 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
<b>NET PATIENT REVENUE</b>							
Non-Government				\$0			\$0
Medicare				\$0			\$0
Medicaid and Other Medical Assistance				\$0			\$0
Other Government*				\$0			\$0
Total Net Patient Patient Revenue	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Other Operating Revenue							
Revenue from Operations	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>OPERATING EXPENSES</b>							
Salaries and Fringe Benefits				\$0			\$0
Professional / Contracted Services				\$0			\$0
Supplies and Drugs				\$0			\$0
Bad Debts				\$0			\$0
Other Operating Expense				\$0			\$0
Subtotal		\$0	\$0	\$0	\$0	\$0	\$0
Depreciation/Amortization				\$0			\$0
Interest Expense				\$0			\$0
Lease Expense				\$0			\$0
Total Operating Expense		\$0	\$0	\$0	\$0	\$0	\$0
Gain/(Loss) from Operations		\$0	\$0	\$0	\$0	\$0	\$0
Plus: Non-Operating Revenue				\$0			\$0
Revenue Over/(Under) Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>FTEs</b>							
<b>Volume Statistics</b>							
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.							

\*Other Government - specify and list separately.