

The William W. Backus
Hospital

David A. Whitehead
PRESIDENT AND
CHIEF EXECUTIVE OFFICER

RECEIVED

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CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

November 25, 2009

Cristine A. Vogel
Deputy Commissioner
State of Connecticut
Department of Public Health
Office of Health Care Access Division
410 Capitol Avenue
P.O. Box 340308
Hartford, CT 06134-0308


Dear Commissioner Vogel:

Enclosed please find an original and five (5) copies of our Certificate of Need Letter of Intent Form 2030 concerning the Hospital's proposal to establish a satellite emergency department with diagnostic imaging (CT, ultrasound and digital radiography) services in Plainfield.

The project cost associated with this proposal is \$9,979,591.

If you have any questions concerning this submittal, please contact me at 860-889-8331, extension 2722 or at dwhitehead@wwbh.org. As always, I look forward to working with your staff on this submission.

Sincerely,



David A. Whitehead
President and CEO



**State of Connecticut
Office of Health Care Access
Letter of Intent Form
Form 2030**

All Applicants involved with the proposal must be listed for identification purposes. A proposal's Letter of Intent (LOI) form must be submitted prior to a Certificate of Need application submission to OHCA by the Applicant(s), pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please complete and submit Form 2030 to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

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

	Applicant One	Applicant Two
Full legal name	The William W. Backus Hospital	
Doing Business As	The William W. Backus Hospital	
Name of Parent Corporation	Backus Corporation	
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail (Zip Code Required)	326 Washington Street Norwich, CT 06360	
Identify Applicant Status: P for Profit or NP for Nonprofit	NP	
Does the Applicant have Tax Exempt Status?	Yes	
Contact Person, including Title/Position: This Individual will be the Applicant Designee to receive all correspondence in this matter.	David A. Whitehead, President & CEO	
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail (Zip Code Required)	326 Washington Street Norwich, CT 06360	
Contact Person Telephone Number	(860) 892.2722	
Contact Person Fax Number	(860) 892.2728	

Contact Person e-mail Address

dwhitehead@
wwbh.org

SECTION II. GENERAL APPLICATION INFORMATION

- a. Project Title: **Establish Satellite Emergency Department and Diagnostic Imaging Services in Plainfield**
- b. Project Proposal: **Backus proposes to establish a satellite emergency department with diagnostic imaging services (CT, ultrasound & digital radiography) at the Plainfield Medical Center in Plainfield.**
- c. Type of Project/Proposal, please check all that apply:

Inpatient Service(s):

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

Outpatient Service(s):

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

Imaging:

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

Non-Clinical:

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

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

☒ Yes ☐ No

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

- ☐ New (F, S, Fnc) ☐ Additional (F, S, Fnc) ☐ Replacement
☒ Expansion (F, S, Fnc) ☐ Relocation ☐ Termination of Service
☐ Reduction ☐ Change in Ownership/Control

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

☒ Yes ☐ No

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

- ☒ New equipment acquisition and operation
☐ Replacement equipment with disposal of existing equipment
☒ Major medical equipment
☐ Change in ownership or control

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

120-122 Plainfield Road, Plainfield, CT 06374

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

Plainfield, Moosup, Central Village, Canterbury, Oneco, Sterling, Voluntown, Lisbon, Griswold, Glasgo, Jewett City, Brooklyn, Danielson, Wauregan and Killingly

- h. Estimated starting date for the project: **July 1, 2010**

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

Type	Existing Staffed	Existing Licensed	Proposed Increase or (Decrease)	Proposed Total Licensed
N/A				

SECTION III. ESTIMATED CAPITAL EXPENDITURE/COST INFORMATION

- a. Estimated Total Project Expenditure/Cost: **\$9,979,591.00**
- b. Please provide the following tentative capital expenditure/costs related to the proposal:

Major Medical Equipment Purchases*	\$1,144,591
Medical Equipment Purchases*	\$600,000
Non-Medical Equipment Purchases*	\$502,500
Land/Building Purchases	
Construction/Renovation	\$7,732,500
Other (Non-Construction) Specify: _____	
Total Capital Expenditure	\$9,979,591
Major Medical Equipment – Fair Market Value of Leases Medical	
Equipment – Fair Market Value of Leases	
Non-Medical Equipment – Fair Market Value of Leases*	
Fair Market Value of Space – Capital Leases Only	
Total Capital Cost	
Total Project Cost	\$9,979,591
Capitalized Financing Costs (Informational Purpose Only)	

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

Medical Equipment

16-Slice CT Scanner
Ultrasound Equipment
Digital Radiography Equipment
Emergency Generator
Miscellaneous Medical Equipment (i.e. stretchers, monitoring equipment, etc.)

Non-Medical Equipment

Furniture & Fixtures
Security System
IT System
Telephone System

- 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. N/A

☐ 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	GE	Bright-Speed Elite (16-Slice)	1	\$540,600
Ultrasound	Phillips	iU22	1	\$189,041
Digital Radiography	Shimadzu	DR RadSpeed	1	\$414,950

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

See Exhibit A attached.

- 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

The William W. Backus Hospital ("Backus" or the "Hospital") proposes to establish a satellite emergency department to be located at 120-122 Plainfield Road in Plainfield. Along with all levels of emergency department services, Backus proposes to provide certain diagnostic imaging services, including CT, digital radiography and ultrasound, at this location. This proposal also includes acquisition of a 16-slice CT scanner, ultrasound and digital radiography equipment for use in connection with emergency department care.

Backus is a duly licensed acute care general hospital located at 326 Washington Street in Norwich ("Main Campus"). The Hospital operates satellite health centers in Norwich, Plainfield, Colchester, Montville, Gales Ferry and Groton. A copy of Backus's current DPH license is attached as Exhibit B. Backus expects that the proposed emergency department will be added as a satellite on its current license.

The total capital expenditure associated with this proposal is \$9,979,591. This includes the costs associated with construction/renovation of a facility of approximately 16,000 square feet, which will house an emergency department capable of providing all levels of emergency care with a dedicated waiting area, treatment rooms, trauma rooms, needed support spaces and fully integrated radiology services. The facility will also house medical office space for lease to physicians on the Backus Medical Staff for the provision of adult primary care services, as approved by OHCA under Docket No. 09-31423-DTR, as well as for specialty physician services. The total capital expenditure also includes the costs associated with the acquisition of both medical and non-medical equipment.

Emergency department and ancillary services will be provided by Backus staff and will be billed for by The William W. Backus Hospital. Payers are consistent with those for Main Campus emergency department and ancillary services, including HMO/PPO; commercial; Medicare, Medicaid; Self-pay; Workers' Compensation; and TRICARE. The target population for this proposal is that portion of the current population receiving emergency department service at the Main Campus in Norwich for whom Plainfield is more accessible.

Backus is proposing to establish a satellite emergency department in order to address current capacity constraints at its Main Campus emergency department and to better meet the needs of those individuals residing in the northern portion of the Hospital's service area. This proposal will result in improved access to emergency department services in the area, as well as the more efficient and cost-effective provision of these services by the Hospital, and will contribute favorably to the delivery of healthcare services in the region. The Hospital is the only provider of emergency department services in its PSA. Emergency department services are offered at other hospitals in eastern Connecticut including Lawrence & Memorial, Day Kimball and Windham.

SECTION V. AFFIDAVIT

(Each Petitioner must submit a completed Affidavit.)

Petitioner: **The William W. Backus Hospital**

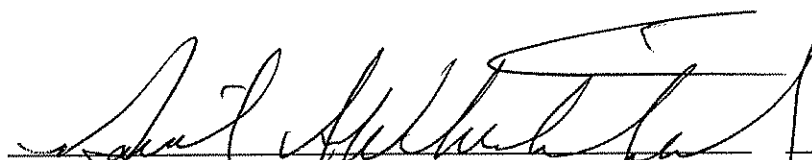
f. Project Title: **Establish Satellite Emergency Department and Diagnostic Imaging Services in Plainfield**

I, **David A. Whitehead**, **President & Chief Executive Officer**
(Name) (Position – CEO or CFO)

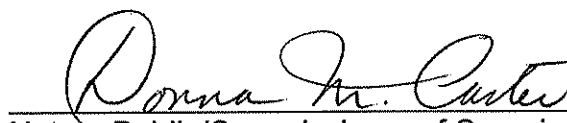
of **The William W. Backus Hospital** being duly sworn, depose and state that the
(Organization Name)

information provided in this CON Determination form is true and accurate to the best of my
knowledge, and that **The William W. Backus Hospital** complies with the appropriate
(Facility Name)

and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.


Signature Date 11/25/09

Subscribed and sworn to before me on November 25, 2009


Notary Public/Commissioner of Superior Court

My commission expires: September 30, 2010

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

PHILIPS

Quotation #: 1-OMT10F	Rev: 1	Effective From: 24-Nov-09	To: 08-Jan-10
Presented To: WILLIAM W BACKUS HOSPITAL 326 WASHINGTON ST NORWICH, CT 06360 Tel: Alternate Address:		Presented By: John DeMarsilis <i>Account Manager</i> Dan Keating <i>Regional Manager</i> Tel: (800) 722-7900 x4158 Fax: (203) 612-3006 Tel: (800) 722-7900 x4358 Fax:	
Date Printed: 24-Nov-09			
Submit Orders To: 22100 Bothell Everett Hwy Bothell WA 98021-8431 Tel: (800) 982-2011 Fax: (425) 487-8110			

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

<u>Line #</u>	<u>Product</u>	<u>Qty</u>	<u>Price</u>
	100600 iU22 Ultrasound System	1	\$189,040.50
Equipment Total:			\$189,040.50

Solution Summary Detail

<u>Product</u>	<u>Qty</u>	<u>Each</u>	<u>Monthly</u>	<u>Price</u>
100600 iU22 Ultrasound System	1	\$189,040.50		\$189,040.50

60 Month Equipment + Service Lease Fair Market Value	60		\$4,593.32	
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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.

SVC0201 Silver Ultrasound			\$1,332.50	
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The Service information contained in this Quote is subject to a separate service proposal.

Buying Group: AMERINET

Contract #: VQ01300

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. 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, 0% Upon Shipment, Due When the Product is Available for First Patient Use, 100% due upon Invoicing Net 30

100600-iU22 Ultrasound System

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	**NNAU950	iU22 Vision 2010	1
		Intelligent Design Ergonomics: Unique human-centered design for comfort and convenience Fully articulating flicker-free 20-inch wide format high resolution flat panel TFT/S-IPS display with nearly infinite positioning adjustments Fully articulating control panel, including height, swivel, and slide Easy access transducer connectors and integrated cable storage Digitally enhanced 8 speaker high-fidelity stereo audio Integrated footrest Integrated storage shelves 4 wheel swivel and swivel/brake lock control Architecture xSTREAM system architecture with capability of processing multiple data streams simultaneously built for 2D, 3D, 4D, MPR, Live Volume Imaging and Live xPlane imaging Next generation digital broadband acoustic beamforming, built for latest pulse shaping and coding techniques Dynamically scalable digital channels up to 57,000, designed to accommodate next generation of high frequency imaging and array configurations High-bit, low noise, digital circuitry achieves system dynamic range up to 180dB for improved 2D performance and increased Doppler sensitivity New Adaptive Broadband flow imaging automatically adjusts bandwidth for optimal flow sensitivity and resolution Next Generation SonoCT Real-Time Compounding, with Widescreen capability and up to 9 beam-steered lines of sight XRES Adaptive Image Processing for noise and artifact reduction to improve tissue conspicuity Fully independent, multiple mode Triplex operation Transducers Supports new Explora family of transducers that feature: Ergonomic designs with lightweight flexible cables New low-loss technology for better penetration with fewer artifacts Breakthrough frequency bandwidths and array configurations Intelligent Control Interface High-resolution interactive graphical color touch panel with adjustment for various ambient light conditions Easy access primary controls with tri-state backlighting and multi-function controls Control panel operation of on-board peripheral devices Pull out alphanumeric keyboard for manual data entry User interface configurable for languages Automation iSCAN intelligent one-button optimization in 2D and Doppler modes iFOCUS intelligent focusing capability for one-button optimization of focal range size and position	

10000 10000 Ultrasound System

Line #	Part #	Description	Qty
		<p>iOPTIMIZE intelligent optimization technologies for one-button approach to instantly adapt performance for different patient sizes, flow states and clinical requirements</p> <p>High-Q Automatic Doppler Analysis</p> <p>Intelligent Tissue Specific Imaging</p> <p>Application-specific and user definable Quicktext Automatic Annotation</p> <p>QuickSAVE User Defined Programs (up to 45 per transducer)</p> <p>Data</p> <p>On-board workstation-class data management with thumbnail previews and storage of images, loops, and reports</p> <p>Retrospective and prospective clip capture to internal drive or removable media</p> <p>Integrated DVD/CD burning capability for storage of DICOM images or export in JPEG and .avi for PC compatibility</p> <p>DICOM 3.0 Print and Store capability to internal drive or DVD/CD</p> <p>Other Core Features</p> <p>Color Power Angio</p> <p>Tissue Harmonics and Pulse Inversion Harmonic Imaging</p> <p>Basic 3D Imaging capability with MPR visualization feature</p> <p>2D, M-Mode, Pulsed, High PRF, Color Flow Doppler</p> <p>Duplex CW Doppler</p> <p>ECG capability</p> <p>Cineloop Image, M-mode and Doppler Review</p> <p>High Definition Write Zoom and Read Zoom with pan features</p> <p>Chroma Imaging</p> <p>Measurement tools including: distance, depth, area, and circumference</p> <p>Volume Flow Measurements</p>	
2	**NUSD331	Radiology Clinical Option Package	1
		Includes the following:	
		<ul style="list-style-type: none"> Abdominal Clinical Option Gynecology Clinical Option Vascular Clinical Option Pediatric Clinical Option Small Parts Clinical Option Musculoskeletal Clinical Option Obstetrical Clinical Option Contrast Clinical Option Urology Clinical Option TCD Clinical Option 	
3	**NUSB801	NetLink DICOM 3.0	1
		DICOM 3.0 compliant with support for the following functions: performed procedure step, storage commit, modality worklist, vascular structured reporting, OB structured reporting, GYN structured reporting, and cardiac structured reporting.	
4	**NUSB856	SmartExam Protocol	1
		SmartExam system-guided protocols with new features that include exam record and automatic mode switching to greatly improve workflow efficiencies	
5	**NUSA404	Small Parts Transducer Bundle	1

Line #	Part #	Description	Qty
		Includes L12-5 and L17-5 transducers	
6	**FUS7271	L9-3 Broadband Linear Array transducer Linear Array transducer with 9 to 3 MHz extended operating frequency range for cerebrovascular and peripheral vascular applications, to include deep venous imaging. Provides unprecedented clinical performance for demanding vascular exams.	1
7	**FUS7275	L15-7io Intraoperative Broadband Linear Array Compact high resolution linear array transducer with 15 to 7 MHz extended operating frequency range for intraoperative vascular imaging. Also supports high-resolution superficial venous and arterial studies. For iU22 and HD11 XE: Also validated for musculoskeletal applications. (Requires Explora connector on HD11 XE system) For iE33: Compact high resolution linear array transducer with 15 to 7 MHz extended operating frequency range for intraoperative vascular imaging and high resolution superficial applications, including real-time review of repairs before closure in cardiac and vascular surgeries, graft harvest investigations prior to bypass, dialysis graft evaluations and superficial venous and arterial studies	1
8	**FUS7285	C5-1 Broadband Curved Array Transducer PureWave curved array transducer with 5 to 1 MHz extended operating frequency range. Must be at Vison 2008 or must purchase Vision 2009 software upgrade. iU22 customers: C5-1 PureWave Curved Array for high performance OB/GYN, Abdominal and Interventional applications. Now, one transducer provides exceptional clinical performance for a wide range of patient types including obese and technically challenging patients. iE33 customers: For general purpose adult abdominal vascular and OB fetal echo applications.	1
9	**FUS7281	C8-4v Broadband Curved Array transducer Curved Array transducer with 8 to 4 MHz extended operating frequency range, end-fire sector, 11mm radius curvature, 135 degree field-of-view, for endovaginal applications.	1
10	**FUS7000	English Manual Operation Manual	1
11	**NNAU954	Clin Ed iU22 no 3/4D The Advanced Customer Training (ACT) Day I course consists of advanced and intensive training on the iU22 ultrasound system. Upon completion of the Day I ACT, the learner should be able to: <ul style="list-style-type: none"> • Explain and apply advanced 2D, color and doppler image optimization skills • Apply knowledge of analysis tools and setups to customize exam settings • Explain and discuss the Smart Exam application and customization • Explain and discuss the features of GI 3DQ with an emphasis on freehand 3D, ISlice and IMT • Apply knowledge of annotation features and image management tools 	1

10610-UL2 Ultrasound System

Line #	Part #	Description	Qty
		• Explain and discuss the features and benefits of Live xPlane Imaging	

Note: Advanced Customer Training (ACT) tuitions expire within 180 days of date of system installation or one (1) year from purchase date if sold separately. Due to travel and scheduling requirements, a twenty-one (21) day notification of cancellation is required or training / education entitlements will be forfeited.

NET PRICE

\$189,040.50

Buying Group: AMERINET

Contract #: VQ01300

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. 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.

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.

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 or product cancellation under an order arising from the quotation, 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.
- (iv) If the condition of the Trade-In is not substantially the same when Philips removes the Trade-In (ordinary wear and tear excepted) as it was when Philips quoted the Trade-In value, then Philips may reduce the price quoted for such Trade-In and
- (v) If Customer delays the removal of the Trade-In, then Philips may reduce the price quoted for such Trade-In.

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 installation site. If any such materials exist, Customer shall be responsible for the proper removal and disposal of the materials at Customer's expense.
- 8.4 Customer will (i) provide Philips with a secure location at Customer's premises to store one Philips remote services network router (or a Customer-owned router acceptable to Philips at Customer's option) for connection to the Equipment and to Customer's network; and (ii) at all times during the warranty period provide Philips with full and free access to the router and a dedicated broadband Internet access node, including but not limited to public and private interface access, suitable to establish a successful connection to the products through the Philips RSN and Customer's network for Philips' use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services and aggregation into services). Customer's failure to provide such access at the scheduled time will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or RSN access is provided. Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the products.

9. Product Warranty.

- 9.1 If a separate product warranty page prints on this quotation, that product warranty applies to your purchase and is incorporated herein. If there isn't a separate warranty document printed on this quote, Section 9.2-9.5 applies to your purchase of that product.
- 9.2 Philips warrants to Customer that the Philips equipment (including its operating software) will perform in substantial compliance with its performance specifications in the documentation accompanying the products, for a period of 12 months beginning upon availability for first patient use. For a period of ninety (90) days from the date Philips makes Stand-alone Licensed Software available for first patient use, such Stand-alone Licensed Software shall substantially conform to the technical user manual that ships with the Stand-alone Licensed Software. "Stand-alone Licensed Software" shall mean sales of Licensed Software without a contemporaneous purchase of a server for the Licensed Software. In the event Philips is not the installer of the Stand-alone Licensed Software, the foregoing warranty period shall commence upon shipment. If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty days following the date that Philips notifies Customer that the major components of the product are available for delivery, the warranty period begins on the thirty-first day following that date.
- 9.3 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof, or to a refund of a portion of the purchase price paid by the Customer. Any refund will be paid to the Customer when the product is returned to Philips. Warranty service outside of normal working hours (i.e., 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.
- 9.4 This warranty is subject to the following conditions: the product (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips), (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips written instructions and for the purpose for which the products were intended, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product; and Customer is to notify Philips immediately in the event the product at any time fails to meet its printed performance specifications. Philips' obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software (except DAT file changes) running in connection with the Licensed Software without prior validation approval by Philips; use or operation of the product other than in accordance with Philips' applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network. Philips does not provide a warranty for any third party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described herein and in the applicable product-specific warranty document are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.
- 9.5 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Philips may use refurbished parts in the manufacture of the products which are subject to the same quality control procedures and warranties as for new products.

10. Philips Proprietary Service Materials. Any Philips maintenance or service software and documentation provided with the product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the products or to assist Philips and its authorized agents to maintain and to service the products under warranty or a separate support agreement with Customer. Customer agrees to restrict access to such software and documentation to Philips' employees and those of Philips' authorized agents only.

11. Patent Infringement Claims.

- 11.1 Philips shall defend or settle any claim against Customer that a Philips product provided in the quotation infringes a valid claim under a United States patent provided that Customer:
 - (i) provides Philips prompt written notice of the claim,

- (ii) grants Philips full and complete information and assistance necessary for Philips to defend, settle, or avoid the claim, and
- (iii) gives Philips sole control of the defense or settlement of the claim.
- 11.2 The provisions of this section shall not apply in the event of any sale or other transfer of the product by Customer.
- 11.3 In the event (a) the product is found or believed by Philips to infringe such a claim, or (b) Customer has been enjoined from using the Philips product pursuant to an injunction issued by a court of competent jurisdiction, Philips may, at its option, (i) procure the right for Customer to use the product, (ii) replace or modify the product to avoid infringement, or (iii) refund to Customer a portion of the product purchase price upon the return of the original product. Philips shall have no obligation for any claim of infringement arising from: Philips' compliance with Customer's designs, specifications, or instructions; Philips' use of technical information or technology supplied by Customer; modifications to the product by Customer or its agents; use of the product other than in accordance with the product specifications or applicable written product instructions; use of the product with products not manufactured by Philips; if infringement would have been avoided by the use of a current unaltered release of the products and Philips provided Customer written notification that use of such release was mandatory; or use of the products after Philips has offered Customer one of the options described herein. The terms in this section state Philips' entire obligation and liability for claims of infringement, and Customer's sole remedy in the event of a claim of infringement.

12. Limitation of Liability. THE TOTAL LIABILITY, IF ANY, OF PHILIPS FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIP'S NEGLIGENCE OR PROVEN PRODUCT DEFECT.

13. DISCLAIMER. IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

14. Confidentiality. Each party shall maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers and/or its patients, and the quotation and its terms, including the pricing terms under which Customer has agreed to purchase the products. Each party shall use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but in no event less than a reasonable amount of care. Each party shall disclose such confidential information only to its employees having a need to know such information to perform the transactions contemplated by the quotation. The obligation to maintain the confidentiality of such information shall not extend to information in the public domain at the time of disclosure, and/or information that is required to be disclosed by law or by court order.

15. Compliance with Laws & Privacy. Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the quotation, including, but not limited to, those relating to affirmative action, fair employment practices, FDA, Medicare fraud and abuse, and the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Health care providers are reminded that if the purchase includes a discount or loan, they must fully and accurately report such discount or loan on cost reports or other applicable claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, as required by federal law (see 42 CFR 1001.952[h]).

In the course of providing project implementation related services and/or warranty services to Customer, hereunder, it may be necessary for Philips to have access to, view and/or download computer files from the products that might contain Personal Data. "Personal Data" shall mean information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, medical record number) and non-health information (e.g., date of birth, gender). Philips will process Personal Data only to the extent necessary to perform and/or fulfill its project implementation related service, warranty service and/or warranty obligations hereunder.

16. General Terms. The following additional terms shall be applicable to the purchase of a product:

- 16.1 **Force Majeure.** Each party shall be excused from performing its obligations (except for payment obligation) arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.
- 16.2 **Bankruptcy.** If Customer becomes insolvent, is unable to pay its debts when due, files for bankruptcy, is the subject of involuntary bankruptcy, has a receiver appointed, or has its assets assigned, Philips may cancel any unfulfilled obligations, or suspend performance; however, Customer's financial obligations to Philips shall remain in effect.
- 16.3 **Assignment.** Customer may not assign any rights or obligations in connection with the transactions contemplated by the quotation without the prior written consent of Philips, which consent shall not be unreasonably withheld, and any attempted assignment without such consent shall be of no force or effect.
- 16.4 **Export.** Customer shall assume sole responsibility for obtaining any required export authorizations in connection with Customer's export of the products from the country of delivery.
- 16.5 **Governing Law.** All transactions contemplated by the quotation shall be governed by the laws of the state where the equipment will be installed, without regard to that state's choice of law principles, and expressly excluding application of the Uniform Computer Information Transactions Act ("UCITA"), in any form.
- 16.6 **Entire Agreement.** These Terms and Conditions of Sale, the terms and conditions set forth in the quotation and the applicable Philips' product-specific warranty document constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the quotation, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the quotation. The pricing in the quotation is based upon the terms and conditions in the quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by the parties. Customer's additional or different terms

and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the quotation.

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

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 Philips and its affiliates against and hold Philips and its affiliates harmless from any damage or costs arising from or in connection with any violation or breach of the provisions of this Section 3, and Customer shall reimburse all costs and expenses incurred by Philips and/or its affiliates in defending any claim, demand, suit or proceeding arising from or in connection with such violation or breach.

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Schedule 1

General X-Ray, Computed Tomography (CT), Magnetic Resonance (MR), Cardiovascular (CV), Positron Emission Tomography (PET), Nuclear Medicine (NM), and Ultrasound products (including IGIT 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 (including IGIT Products):

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

2. Cancellation.

(a) All schedule 1 Products, except Ultrasound. 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 a cancellation charge of fifteen percent (15%) of the net order price. Orders are non-cancellable for products delivered.

(b) Ultrasound. 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 after an ultrasound product has shipped, Customer shall pay a cancellation charge of fifteen percent (15%) of the net order price for the product cancelled.

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.

5. Additional Terms Related to Sales of IGIT products

(a) As part of installation, Philips will connect the IGIT product to such DICOM compatible scanners as Customer may designate (in writing), including CT and MR scanners and, if ultrasound navigation is included in the product, an IU22 ultrasound system.

(b) If Customer requires that Philips connect the IGIT product to more than two (2) scanners or other devices, then Philips shall invoice Customer (and Customer shall pay) for installation services (at Philips's then-current daily service rate)

(c) Philips warrants to Customer that Tools purchased concurrently with the IGIT product (other than consumables) will perform in substantial compliance with the performance specification laid out in user documentation specific to the Tool for a thirty (30) day period starting from the shipment date. Philips warrants to Customer that Tools (other than consumables) that Customer purchases subsequently to its initial purchase of the IGIT product will perform in substantial compliance with the performance specifications laid out in user documentation specific to the Tool for a thirty (30) day period following the date of delivery of such Tools. "Tools" means tools certified by Philips as components of or accessories for the IGIT product, whether included in the initial order as set out in the Quotation or separately and, in each case, includes dynamic references, instruments, and pointers.

(d) Training on the IGIT product is not included with the purchase of the IGIT product unless it is separately identified on the quotation.

PHILIPS PRODUCT WARRANTY

ULTRASOUND SYSTEMS

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

TWELVE-MONTH SYSTEM WARRANTY

Philips warrants to Customer that the Ultrasound Systems described in the quotation (the "System") as delivered to Customer will perform in substantial compliance with its published performance specifications for a period of twelve (12) months after completion of installation or first patient use, whichever occurs first.

PLANNED MAINTENANCE

During the warranty period, Philips' service personnel will schedule planned maintenance visits in advance at a mutually agreeable time on weekdays, between 8:00 A.M. and 5:00 P.M., excluding Philips observed holidays.

SYSTEM OPTIONS

Any Philips authorized options or accessories for the System which are delivered to, and/or installed by, Philips hereafter on the System shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire a) upon termination of the initial twelve (12) month warranty period for the System on which the option or accessory is installed, or b) after ninety (90) days from the date of installation, or c) on the annual renewal date of any current service agreement on the System.

SYSTEM UPGRADES

Any Philips authorized upgrade to the System which is hereafter installed by Philips shall be subject to the warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire a) upon termination of the initial twelve (12) month warranty period for the System on which the upgrade is installed, b) after ninety (90) days from the date of installation, or c) on the annual renewal date of any current service agreement on the System.

SYSTEM SOFTWARE AND SOFTWARE UPDATES

The software provided with the System will be the latest version of the standard software available for that System as of the 90th day prior to the date the System is delivered to Customer. Updates to standard software for the System that do not require additional hardware, or equipment modifications, will be performed as a part of normal warranty service during the term of the warranty.

All software is and shall remain the sole property of Philips or its software suppliers. Use of the software is subject to the terms of a separate software license agreement. Customer must sign all such license agreements prior to or upon the delivery of the product. No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements. Any Philips maintenance or service software and documentation provided with the System, and/or located at Customer's premises, is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System. Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents, and to authorized employees of Customer only.

WARRANTY EXCLUSIONS

In addition to the exclusions set forth in the quotation, the warranty services do not include:

- a. servicing or replacing components of the System other than those listed in the exhibits;
- b. providing any service or parts specifically excluded under the quotation;
- c. providing or paying the cost of any rigging, facility, structural alteration, or accessory incident to the services or System;
- d. servicing the System if the System site or System is contaminated with blood or other potentially infectious substances;
- e. any service necessary due to: (1) a design, specification or instruction provided by Customer or Customer representative; (2) the failure of anyone other than Philips' subcontractor or Philips to comply with Philips' written instructions or recommendations; (3) any combining of the System with a product or software of other manufacturers other than those recommended by Philips; (4) any alteration or improper storage, handling, use or maintenance of the System by anyone other than Philips' subcontractor or Philips; (5) damage caused by an external source, regardless of nature; (6) any removal or relocation of the System; (7) neglect or misuse of the System;
- f. any cost of materials, supplies, parts or labor supplied by any party other than Philips or Philips' subcontractors;
- g. the cost of consumable materials, including but not limited to cushions, knee supports, pads, magnetic media, cryogenics, PET calibration sources, film or other supply items, unless specifically included in the quotation;
- h. the cost of factory reconditioning;
- i. repairing any problems arising out of the failure of the System to recognize or process two-digit year data and information;
- j. providing software updates, back-up copies of software, or the programming of custom code;
- k. maintenance or repair, including the cost thereof, of third-party products including but not limited to HVAC systems and chiller systems; or
- l. the cost of nuclear camera detector crystals, surface coils, flat panel detectors, and evacuated devices such as x-ray tubes, image intensifier tubes, TV camera pick-up tubes, photo multiplier tubes, and CRTs, unless specifically included in the quotation.

WARRANTY LIMITATIONS

Philips' obligations under the System warranty are limited, at Philips' option, to the repair or the replacement of the System or a portion thereof, or to a credit or refund of a portion of the purchase price paid by Customer. Any refund will be paid to Customer when the System is returned to Philips. Certain of the parts used in the manufacture or installation of, or in the replacement parts for, this System may contain refurbished components. If such components are used, they will be subject to the same quality control and inspection procedures as all other components in the System. Any System warranty is made on condition that Philips receives written notice of a System defect during the warranty period, and within thirty (30) days following the discovery of the defect by Customer. Philips' obligations under the System warranty do not apply to any System defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the System other than in accordance with loss, or damage in transit; improper site preparation; unauthorized maintenance or Philips' applicable System specifications and written instructions; abuse, negligence, accident, modifications to the System; or to viruses or similar software interference resulting from the connection of the product to a network. Philips does not provide a warranty for any such third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described above are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a System warranty. Repairs or replacement parts do not extend the term of this warranty.

THE WARRANTIES SET FORTH IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO THIS SYSTEM (INCLUDING THE SOFTWARE PROVIDED WITH THE SYSTEM) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE SYSTEM, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACCESS TO SYSTEM

Philips shall have full, free and safe access to the System and Customer's operation, performance and maintenance records for the System, on each scheduled or requested warranty service visit. Philips shall also have access to and use of any machine, service, attachment, features or other equipment required to perform the necessary service contemplated herein at no charge to Philips. Customer waives warranty service if it does not provide such access to the System and Customer's records. Should Philips be denied access to the System and Customer's records at the agreed upon time, a charge equal to the appropriate hourly rate will be accepted by Customer for "waiting time."

WARRANTY SERVICE

In the event it is not possible to accomplish warranty service within normal working hours (8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips observed holidays), or in the event Customer specifically requests that warranty service be performed outside of Philips normal working hours, Customer agrees to pay for such services at Philips standard service rates in effect. Maintenance Agreements are available for extended coverage.

TRANSFER OF SYSTEM

In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation. Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications. Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed. Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

CONDITIONS

This warranty is subject to the following conditions: the System (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips), (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips written instructions and for the purpose for which the Systems were intended, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the System, and (d) Customer is to notify Philips immediately in the event the System at any time fails to meet its printed performance specifications.

LIMITATIONS OF LIABILITY AND DISCLAIMERS

The liability, if any, of Philips for damages whether arising from breach of the terms in the quotation, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the products and services is limited to an amount not to exceed the price of the System or service giving rise to the liability.

IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS QUOTATION, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.

FORCE MAJEURE

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Philips Medical Systems System specifications are subject to change without notice Document Number 4535 983 03246 999

Quotation Number: P6-C74142 V 1

William W Backus Hospital
326 Washington St
Norwich CT 06360

Attn: Juluis Kocsondy
326 Washington St
Norwich CT 06360

Date: 11-24-2009

Qty	Catalog No.	Description	Ext Sell Price
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1		BrightSpeed - Elite system	
1	S7916DE	BrightSpeed Elite System with Delight Features	\$540,600.00

The BrightSpeed Elite with new Delight Features, CT Scanner with the Volara digital DAS (data acquisition system) and Xstream FX workflow enhance the reliable BrightSpeed platform with Volume Viewer on the Console. The BrightSpeed Series represents a new chapter in Multi-detector CT scanning. With a total of 16 slice acquisition per rotation, and 32 slices per second the BrightSpeed Elite Scanner provides tremendous scanning speed, excellent image quality, and productive workflow. Combining these new capabilities with proven reliability of the HiLight Matrix II detector and Performix X-ray tube make GE's Award Winning Compact Gantry the Ultimate choice for CT Clinical Value.

Key Features: Excellent Image Quality:

- Exclusive VariSpeed allows full 360 degree rotation in 0.5, 0.6, 0.7, 0.8, 0.9, 1, 2 seconds, ensuring short breath holds, more comfortable exams and flexibility to customize protocols for unique patients needs with minimal coverage impact
- Routine thin slice scanning, as thin as 0.625mm optimizing lesion detection and facilitating the use of thinner images for sagittal, coronal, oblique, and volume image presentation and review
- Highly efficient compact geometry design delivering optimum performance of the x-ray tube and generator
- GE proprietary, non-linear interpolation algorithms, balance slice profile, helical pitch, image noise, and required technique
- Image decomposition to:
 - Retrospective thin images from data sets where thicker images were initially reconstructed
 - Facilitates more detailed image analysis.
 - Improves 3D and reformat visualization.

Fast Easy Simultaneous Workflow:

- Xstream(TM)FX Workflow Platform, the next evolution of GE's workflow platform built to help you maximize productivity
 - Delivers 6(16 optional) full fidelity images per second (ips) reconstruction

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Quotation Number: P6-C74142 V 1

Qty	Catalog No.	Description	Ext Sell Price
		<ul style="list-style-type: none"> - Upto 16 ips network transfer rates - Direct Multiplanar Reformats (DMPR) that enables the move from 2D review to prospective 3D review of sagittal, coronal and oblique planes automatically - Data Export and Interchange that allow you easily share images with referring physicians and patients <ul style="list-style-type: none"> • Includes a complete set of clinically proven protocols and the ability to customize your own for a total of 4000 protocols • Remote tilt from the operator console to increase exam speed. • Built-in breathing lights with a countdown timer, so the patient does not have to guess how much longer to hold their breath. • In room start button mounted on gantry with countdown display, facilitates single technologist operation and improved departmental productivity. • GE software allows you to automate or build every task into the protocols to increase throughput. • 250,000 uncompressed 512 image files storage capacity, and 2880 scan seconds of scan data storage capacity • Chest Kernel provides up to 2Xs greater productivity • IQ enhancement filter provides up to 59% helical pitch acceleration • SmartPrep Contrast monitoring software <p>Dose Management Leadership:</p> <ul style="list-style-type: none"> • 3D filter allows up to 36% dose reduction with the same IQ level • 3D Dose modulation. Before the scan, clinicians can select the desired Noise/IQ: CT then tailored automatically exposure parameters, patient to patient and real-time x-y-z during each scan, resulting in up to 40% dose reduction • Short geometry design reduces dose by 26% • Volara Digital DAS reduces dose by up to 10% • DLP (dose length product), and dose efficiency display during scan prescription provides patient dose information to the operator <p>Clinical Benefits:</p> <ul style="list-style-type: none"> • Standard Cardiac CT (option) allows ECG gated acquisitions • Coronary artery calcification imaging with retrospective and prospective gating-option • CTA runoffs 	



Quotation Number: P6-C74142 V 1

Qty	Catalog No.	Description	Ext Sell Price
		<ul style="list-style-type: none"> • New 3D Neuro filter provides 20% reduction in noise with NO compromise on resolution • More thin slices faster; routine use of thin slices without compromising IQ, coverage, or throughput • Full organ coverage in arterial phase • IQ Enhancement reduces helical artifact during thin-slice helical planning • Multi-phase organ studies • Improved multi-planar reformats with isotropic microvoxel imaging • Faster scanning with outstanding image quality and GE's proprietary cross beam and hyperplane reconstruction algorithms • System designed for optimization of z-axis resolution and dose with 0.625 mm slice thickness <p>System components: Gantry: Advanced slip ring design continuously rotates the generator, Performix tube, Matrix II detector and Volara digital data acquisition system around the patient.</p> <ul style="list-style-type: none"> • Aperture: 70 cm • Maximum SFOV: 50 cm • Rotational speeds: 360 degrees in 0.5, 0.6, 0.7, 0.8, 0.9, 1.0, 2.0, 3.0, and 4.0 Seconds • Tilt: +/- 30 degrees, speed: 1 degree/second • Remote tilt from operator's console • Integrated breathing lights & countdown timer • Integrated start scan button with countdown timer to indicate when x-ray will turn on <p>Laser Alignment Lights:</p> <ul style="list-style-type: none"> • Defined internal and external scan planes to +/- 1 mm accuracy • Operate over full range of gantry tilt • Coronal light remains perpendicular to axial light as gantry tilts making visual readout easy from tableside or the operator console. <p>Table: Cantilever design for easy access, and stability</p> <ul style="list-style-type: none"> • Vertical range: 51.6 cm to 99.1 cm • Vertical scannable range: 88 cm to 99.1 cm • Horizontal range: 170 cm • Horizontal scannable range: 170 cm (axial) and 160 cm (helical & scout) 	



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Qty	Catalog No.	Description	Ext Sell Price
		<ul style="list-style-type: none"> Horizontal speed: up to 100 mm/sec Table automatically re-centers on scan plane with changes in vertical position Table load capacity: <ul style="list-style-type: none"> 180kg (400 lb) +/-0.25mm positional accuracy 205 kg (450 lb) operation and +/- 1 mm positional accuracy <p>X-ray Tube: Performix metal-ceramic tube unit offers a optimized design for exams requiring a large number of scans without tube cooling. o Performix tube with 6.3 MHU of storage and capability of 53.2 kw operation provides increased helical performance with greater patient throughput and virtually no tube cooling. Advanced technology in the tube includes a metal ceramic frame and high speed bearing for long life at sub-second scanning, a high efficiency motor to accelerate the anode and efficient cooling for high throughput and superior helical performance. o Wide range of technique (10 mA to 440 mA, in 5 mA increments) gives technologist and physician flexibility to tailor protocols to specific patient needs, while optimizing patient dose, and providing the power needed to perform a broad spectrum examinations. o Heat storage capacity: 6.3 MHU o Heat dissipation:</p> <ul style="list-style-type: none"> Anode (Max) 840 KHU/min Casing (cont) 300 KHU/min Tube unit: 6.9 kW Continuous for 10 min. <ul style="list-style-type: none"> Dual Focal Spots: <ul style="list-style-type: none"> Small Focal Spot: 0.7 (W) x 0.6 (L) Nominal Value; (IEC 336/93); 0.9 mm (W) 0.7 mm (L) (Traditional Methodology) Large Focal Spot: 0.9 (W) x 0.9 (L) Nominal Value; (IEC 336/93); 1.2 mm (W) x 1.2 mm (L) (Traditional Methodology) Maximum power: 53.2 kW Beam collimated to 55 degree fan angle. <p>High Voltage Generator: High Frequency on-board generator allows for continuous operation during scan.</p> <ul style="list-style-type: none"> 53.2 kW Output Power kVp: 80, 100, 120, 140 kVp mA: 10 to 440 mA, 5 mA Increments. <p>Maximum mA for Each kVp Selection:</p> <ul style="list-style-type: none"> 400mA @ 80kVp 	



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Qty	Catalog No.	Description	Ext Sell Price
		<ul style="list-style-type: none"> • 420mA @ 100kVp • 440mA @ 120kVp • 380mA @ 140kVp <p>HiLight Matrix II Detector: The HiLight Matrix II detector was designed for high performance imaging. The BrightSpeed Elite allows up to 16 slices per rotation, and 32 slices per second. The HiLight Matrix II detector benefits are:</p> <ul style="list-style-type: none"> • Increased coverage per rotation with thinner slices routine • Solid Image Quality from the use of GE's patented HiLight material, a ceramic scintillator specifically engineered for CT applications. Leveraging over 12 years of GE HiLight detector production. • 24 detector rows, each containing 880 active patient elements, 32 reference elements. • 4 Modes of Data Output: <ul style="list-style-type: none"> - 16 x 0.625 mm or 1.25mm - 8 x 1.25 mm or 2.5 mm <p>Volara Digital DAS (Data Acquisition System): The Volara digital DAS dramatically reduces noise and improves image quality, especially in low dose exams, large patient, or areas of the anatomy that are difficult to image such as shoulder and hips</p> <ul style="list-style-type: none"> • 12,288 available input channels • 1968Hz maximum sample rate • Effective analog to digital conversion range greater than 2,000,000:1 <p>Operator Console: o Split tabletop allows unrestricted patient viewing while supporting 2 19 inch color LCD monitors. Each work surface can be adjusted to accommodate operator preferences and a wide variety of site requirements</p> <ul style="list-style-type: none"> • Xstream(TM)FX, the next evolution of GE's workflow platform built on the LINUX operating system and delivering fast reconstruction of 6 ips with full fidelity images and the industries fastest network transfer rates of up to 16 ips and Volume Viewer on the OC. • The 19 inch color LCD monitors support scan and recon, as well as image display, processing, analysis, and management. • Size: 48in Wide x 40.5in Deep x 49.5in High <p>Image Networking: Exams can be selected and moved between the BrightSpeed Elite CT Scanner System and any imaging system supporting the DICOM 3.0 protocol for network send, receive and pull/query.</p>	



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		<ul style="list-style-type: none"> • Standard Auto-configuring Ethernet • Direct Network Connection • Supports 1GB or 10/100 BaseT • Supported Protocols <ul style="list-style-type: none"> - DICOM 3.0 Network - Advantage Net - InSite Point-to-Point - TCP/IP (for System Administration) <p>DICOM Conformance Standards:</p> <ul style="list-style-type: none"> • DICOM 3.0 Storage Service Class • Service Class User (SCU) for image send • Service Class Provider (SCP) for receive • DICOM 3.0 Query/Retrieve Service Class • DICOM 3.0 MOD Media Service Class • DICOM 3.0 Storage Commitment Class Push • DICOM 3.0 Modality Worklist (incl: Performed Procedure Step) (through ConnectPro option) • DICOM 3.0 Print <p>InSite Broadband includes: Hardware essential for systems to be connected to highspeed internet. Enables customer to access services designed to: improve quality, enhance performance, increase productivity, reduce costs, reduce downtime, expand imaging capabilities, and increase privacy and security of data transmissions</p> <p>Applications and Clinical Performance: When selecting a CT scanner to meet your needs the primary concern should be the clinical performance of the system, not specifications. Specifications alone don't tell you how the scanner will perform. To understand true clinical performance of the system, you have to consider how well the scanner delivers three things - image quality, coverage, exam speed - and whether it can deliver all three at once. The BrightSpeed Elite CT scanner offers a balanced design enabling it to deliver clinical performance.</p> <p>Image Quality</p> <ul style="list-style-type: none"> • Low Contrast Detectability (LCD) Statistical LCD: on 8 Inch CATPHAN Phantom <ul style="list-style-type: none"> - 5 mm @ 0.3% at 13.3 mGy 	



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- 3 mm @ 0.3% at 37.2 mGy
- Noise - on an AAPM Water Phantom or GE Quality Assurance Phantom
 - 0.32% +/- 0.03% at 28.5 mGy
- High Contrast Spatial Resolution - on GE Performance Phantom
 - Standard Algorithm - 8.5 lp/cm @ 0% MTF
 - Hi-res Algorithm - 15.4 lp/cm @ 0% MTF

Coverage: The key to MDCT is coverage, not slices The key measure of coverage performance is coverage per second:

- $\text{Coverage/sec} = (\text{Collimation} \times \text{Pitch}) / \text{Rotation Speed}$

The BrightSpeed Elite provides outstanding performance with flexible collimation modes, extended helical pitches, fast rotation speeds. Pitches

- 0.5625:1, 0.9375:1, 1.375:1, and 1.75:1 Helical Pitches for 16 Slice Modes
- 0.625:1, 0.875:1, 1.35:1, and 1.675:1 Helical Pitches for 8 Slice Modes o Up to 70 mm per second coverage o Exclusive VariSpeed allows full 360 degree rotation in 0.5, 0.6, 0.7, 0.8, 0.9, 1, 2 seconds, ensuring short breath holds, more comfortable exams and flexibility to customize protocols for unique patients needs with minimal coverage impact

Exam Speed: Exam speed is critical to the performance of a multi-slice scanner. The BrightSpeed Elite CT delivers the most flexible and fast scan speeds by combining 16 slice acquisition, 1.75:1 helical pitch, and 0.5 s rotation. Because of these very quick exam speeds, scan speed is no longer what determines the systems throughput of a multi-slice scanner. Other tasks are equally important to determine the real performance of the CT scanner:

- Scan Setup
- Image Reconstruction
- Reformat and 3D Processing
- Networking, Archiving, Filming

The BrightSpeed Elite with Xstream FX workflow platform is designed to deliver high performance in each of these tasks:

o SmartTools Simplifies Scan Setup and Includes All Reconstructions, Filming, Archiving, Transferring Prospectively Reducing Exam Time by Up to 40%.

- Xstream(TM)FX, the next evolution of GE's workflow platform built on the LINUX operating system delivers fast 6 ips (optional 16ips) reconstruction of full fidelity images and the fastest network transfer rates of up to 16 ips Volume Viewer on the OC: GE 3D software package



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		<p>that includes Volume Rendering, Volume Analysis, Navigator and other 3D visualization and other tools.</p> <ul style="list-style-type: none"> • Data Export and Interchange allow you to easily share images with referring physicians and patients • Direct MPR that enables the move from 2D review to 3D image review of axial, sagittal, coronal and oblique planes automatically • Exam Split (optional) delivering the capability to "split" a series of patient images into separate groups for networking • Exam Rx desktop environment provides the clinical tools necessary fast, efficient control of patient studies. Exam Rx tools include patient scheduling and data entry, exam protocol selection, protocol viewing and editing, scan data acquisition, image reconstruction, image display and routine analysis, AutoTransfer, AutoStore, and AutoFilm o ImageWorks is a desktop environment designed to take advantage of the BrightSpeed Elite CT Scanner System advanced computer systems. Standard features include archive, network and manual film control, as well as some advanced image processing such as Direct multi-planar reformatting (DMPR), multi-projection volume rendering (MPVR) and display. The ImageWorks desktop also provides a gateway for DICOM 3.0 image transactions, either through a local are network, or via DICOM-formatted media. • Five flexible Image Review Layouts are provided. Each image window can be further subdivided increasing the total number of images that can be displayed at once to 16. • Multi-Projection Volume Reconstruction (MPVR): Quick and easy way to generate volumetric images for CT angiography without thresholding data or removing unwanted anatomy. An entire volume is used to generate images in any plane, creating real-time frames of reference at the same time; Clinical utility is extended via two additional modes: MIPS - enhances contrast and improves visualization of calcifications Average - generates 2D radiographic images • VariViewer is an interactive axial review mode that can change the slice thickness reconstruction instantaneously • Other Exam Rx Image display features: Zoom/Roam Explicit Magnify Flip/Rotate Ellipse ROI Measure Distance Grid On/Off Cross Reference User Annotation Hide Graphics Erase Screen Save Gray Scale Enhancement 	

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Qty	Catalog No.	Description	Ext Sell Price
		<ul style="list-style-type: none"> ProView visualization algorithms are available to enhance anatomical structures without additional reconstruction time: <p>Scan Modes: The BrightSpeed Elite CT scanner system can perform virtually any clinical application due to its wide variety of scan modes. Helical scan mode offers continuous 360 degree scanning with table incrementation and no interscan delay. Axial scan mode allows for up to 16 contiguous axial planes to be acquired simultaneously.</p> <p>Helical Scans: Simplified clinically proven pre-defined helical protocols make the BrightSpeed Elite CT scanner fast and efficient in patient set up. Contrast agents may be better utilized as well due to significantly faster scans.</p> <p>Helical Multi-slice Modes: Helical scanning has been simplified by grouping all critical acquisition parameters within helical pitches optimized for image quality and speed - 0.5625:1, 0.9375:1, 1.375:1, 1.75:1 for 16 slice acquisition. These clinically derived helical scan modes offer a wide range of selections that carefully balance acquisition speed, image thickness, and provide table speeds up to 35 mm per rotation (70mm per second) enabling scan speeds that are up to 20 times faster than single slice helical scanners.</p> <p>Prospective Multiple Thickness Reconstruction: For any helical scan modes, the operator can choose to reconstruct images prospectively in any of 7 nominal image thicknesses 0.625, 1.25, 2.5, 3.75, 5, 7.5, and 10 mm. The operator may also prospectively specify additional image sets to be reconstructed. These images can be reconstructed at any of the defined nominal image thicknesses available for a given table speed and scan mode.</p> <p>Direct</p> <p>MPR may also be prospectively specified which quickly enables the move from 2D review to prospective 3D image review of axial, sagittal, coronal and oblique planes automatically.</p> <p>Helical scan parameters: Scan speeds: 0.5, 0.6, 0.7, 0.8, 0.9 and 1.0 full 360 degree rotational scans</p> <p>Scan Technique:</p> <ul style="list-style-type: none"> kVp: 80, 100, 120, 140 kVp mA: 10 to 440 mA, 5 mA Increments Focal Spot Selection: <ul style="list-style-type: none"> Small Spot for Up to 24 kW Larger Spot for Greater Than 24 kW Max. Helical Scan Time: 120 sec 	

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Qty	Catalog No.	Description	Ext Sell Price
		<ul style="list-style-type: none"> Multiple scans can be acquired in one series to produce upto 3000 contiguous helical images Minimum Inter-group Delay (IGD): 5 sec Scan Fields-of-view: <ul style="list-style-type: none"> 25 cm for Adult Head 25, 50 cm for Body 25 cm for Pediatric Head <p>Helical Scan Enhancements: 6 ips reconstruction even while scanning. Xstream FX workflow allows, image reconstruction, display, processing and analysis, as well as networking, archival and filming all while scanning. Anatomical programmer: a ten region anatomical selector allows quick and easy access to user programmable protocols. Separate selector for adult and pediatric exams with greater than 4000 protocol storage available.</p> <ul style="list-style-type: none"> Ten user-defined regions. Each region has default protocols displayed with the anatomical selector for fast access to frequently used protocols. Protocols include preset scan time, kVp, mA, scan mode, image thickness and spacing, table speed, scan FOV, display FOV and center, recon algorithm, and special image acquisition and processing options like DMPR Any scan parameters may be edited for each scan or all scans - either before or during an exam. The number of scans may also be easily changed. AutoScan: Automates table movement and start of each scan. AutoVoice: 3 preset (english) and 17 user defined messages automatically deliver patient breathing instructions, especially useful for multiple helical scanning. Trauma Patient: Allows patient scans and image display/analysis without entering patient data before scanning. <p>Axial Scans: Multi-slice axial acquisitions and short interscan delays significantly reduce potential misregistration between scans by increasing the number of scans in a single breath hold. Simplified scan prescriptions and Easy-to-use axial protocols make the BrightSpeed Elite CT scanner system fast & efficient. Axial protocols are nearly identical to helical protocols</p> <p>Axial Multi-slice Modes The BrightSpeed Elite CT scanner system acquires axial scans in sets of up to 16 contiguous images in one 360 degree rotation. For each rotation of the gantry the system collects 16 rows of scan data. There</p>	

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Qty	Catalog No.	Description	Ext Sell Price
		<p>are five reconstruction modes available for creating images from the multi-slice axial scan data</p> <p>Examples: 8i Mode:</p> <ul style="list-style-type: none"> • Produces 8 Images per Rotation • Nominal Thickness: 1.25, 2.5 mm <p>16i Mode:</p> <ul style="list-style-type: none"> • Produces 16 Images per Rotation • Nominal Thickness: 0.625, 1.25 mm <p>Axial Scan Parameters:</p> <p>Scan Time:</p> <ul style="list-style-type: none"> • Same as Helical, plus 2.0, 3.0 and 4.0 sec Full Scans (360 Degree Acquisition) <p>Scan Techniques:</p> <ul style="list-style-type: none"> • Same as Helical <p>Scan Plane Geometry:</p> <ul style="list-style-type: none"> • +/- 30 Degree Angulation in .5 mm increments • Longitudinal Positioning in 0.01 mm per Slice Increment. <p>Interscan Delay (ISD):</p> <ul style="list-style-type: none"> • Minimum ISD:Table Moves of 0-10 mm: 1.0 sec • Minimum ISD:Table Moves of > 10 mm: 1.3 sec <p>Intergroup Delay (IGD):</p> <ul style="list-style-type: none"> • Minimum IGD is the Same as Minimum ISD; <p>Scan-to-scan Cycle:</p> <ul style="list-style-type: none"> • Minimum Scan-to-scan Cycle of 1 sec possible for 0.5 sec Scan Speed with Minimum ISD's. <p>Scan with zero table increment, contiguous image location, or skipped image location. Overlapped axial scans are not possible.</p> <p>Axial Image Reconstruction Reconstruction Algorithms: Soft Tissue, Standard, Detail, Bone, Bone Plus, Lung, and Edge Axial Image Reconstruction Speed: 7 6 image per second</p> <p>Warranty The published Company warranty in effect on the date of shipment shall apply. The Company reserves the right to make changes. All specifications are subject to change. Regulatory compliance this product is designed to comply with applicable standards under the radiation control for</p>	

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Qty	Catalog No.	Description	Ext Sell Price
		health and safety act of 1968. This product is designed to comply with applicable standards under the Radiation Control for Health and Safety Act of 1968. Laser alignment devices contained within this product are appropriately labeled according to t requirements of the Center for Devices and Radiological Health. This product is a CE-compliant device which satisfies regulations regarding Electro Magnetic Compatibility (EMC) and Electro Magnetic Interference (EMI), pursuant to IEC 601.	
1	B7800EN	English language Keyboard English Keyboard for CT systems Discovery/LightSpeed/BrightSpeed	Incl.
1	B7816PS	H Power Std Cable Set Standard cable set for H Power systems	Incl.
1	B7864KH	Fx Exam Split On Oc FX Exam Split Pre-requisite: ConnectPro Exam Split simplifies anatomy-specific physician review and billing by providing customers with the capability to split a series of patient images back into individual procedures or groups. With Exam Split the user retrospectively selects the first and last image in a group and attaches them to one of the accession numbers in the exam They then select the next group of images for attaching to each successive accession numbers. This accession number is what ties the exam to billing codes, and comes from the customer RIS (Radiology Information System). Exam Split FX integrates the image groups pre-defined in the scan order with your RIS, and notifies physicians when their image groups are ready to read. Ther new smaller image groups can then be networked to seperate review locations for multiple "reads" and appropriate billing on select patient exams. This application can be run in one of two modes (hard and virtual) to support hosts that do and do not support Gray Scale Presentation State (GPSPS). Virtual mode provides ability to send window level values, flip & rotate images, and has compatibility with MPPS. Customers using Exam Split also require Radiology Information System or Modality Worklist support.	\$10,600.00

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Qty	Catalog No.	Description	Ext Sell Price
1	B7500LN	Connect Pro Software for LINUX Operator's Console HIS/RIS ConnectPro Software Key - Linux version	\$2,650.00
1	B7877BC	Bar Code Reader -USB CT Bar Code Reader - (USB)	\$530.00
1	B7999ZA	2 Phase Uninterruptible Power Supply Uninterruptible Power Supply Exide Uninterruptible Power Supply. Custom Designed Firmware to Interconnect with LightSpeed Pro, LightSpeed RT and BrightSpeed Systems. The UPS Primarily Backs Up the System Computer Functions. Bridges Short Power Outages and Provides Time for Crossover from Normal Main Power to Emergency Power. Must be Located Within Eight Feet of the PDU.	\$18,600.00
1	B77292CA	BrightSpeed Service Cabinet Service cabinet for system accessories storage for BrightSpeed systems	Incl.
1	E8007NG	Medrad Stellant DX Dual Flow Injector - Ceiling Mount (Short Post) Medrad Stellant DX Dual-Flow Ceiling Mount Injection System with Short Post. Requires E8007NZ Mounting Plate be added to the order....E	\$38,000.00
1	E8007PJ	OCS III MOUNTING PLATE OCS III MOUNTING PLATE	\$520.00
1	E8016AM	Lightspeed/hsa/cti Slickr Slicker - CT Lightspeed and Brightspeed Power Systems (2 Piece Set) Protective table cover and cushion set for the CT LightSpeed systems. This two-piece, sealed slicker cushion set have comfort pads enclosed inside the slicker cover and extender cover. Durable, clear PVC plastic covers facilitate faster, more thorough cleanup of blood and fluids. Also help to increase system uptime by protecting table from spills and particulate contaminants, easy to install and comfortable for patients. Thermo-sealed seams and flaps prevent contaminate buildup in hard to clean areas. Includes table cushion, extender cushion and catheter bag holder...H	\$296.00
1	E8016AE	Footswitch Cover - HiSpeed Advantage/PET Advance and LightSpeed Systems Footswitch Cover - HiSpeed Advantage/PET Advance and LightSpeed Systems	\$32.00

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Qty	Catalog No.	Description	Ext Sell Price
		The footswitch slicker for CT HiSpeed Advantage and LightSpeed systems is made of durable, clear PVC plastic that protects the footswitch and facilitates faster, more thorough cleanup of contamination caused by blood and other body fluids. Cover is held securely in place with Velcro...H	
1	W0100CT	<p>6 Day CT TiP Onsite System Training</p> <p>6 Day CT TiP Onsite System Training</p> <p>CT Onsite Training for a new CT system</p> <ul style="list-style-type: none"> • One 4 day onsite visit to coincide with system start-up. • One 2 day onsite follow-up visit 6-8 weeks post system start up. <p>During the first visit, the applications specialist will work with the medical and technical staff on system operation and patient procedures. The training produces the best results when a dedicated core group of 2-4 CT technologists complete the session with a modified patient schedule. It is suggested that key physicians are available to participate in the protocol implementation and image quality review sessions. By the end of this visit, the core group should be able to perform the routine patient procedures.</p> <p>The 2 day revisit is suggested after the staff has run the system for 6-8 weeks, however this is flexible based on the site needs. The training will focus on the intermediate and advanced functions of the system or special needs of the customer. The training produces the best results when the same dedicated core group of 2-4 CT technologists from the initial visit complete the session with a modified patient schedule.</p> <p>This training program must be scheduled and completed within 12 months after the date of product delivery.</p>	\$10,400.00
1	W0600CT	<p>2 Days TiP Onsite Training Advantage Windows Workstation--CT</p> <p>2 Days TiP Onsite Training Advantage Windows Workstation--CT</p> <p>One 2 day TiP onsite visit for CT Advantage Windows Workstation training. Includes T&L expenses. Days provided consecutively.</p> <p>This training program must be scheduled and completed within 12 months after the date of product delivery.</p>	\$3,600.00
1		AW VolumeShare4 and Applications	
1	M81521FF	AW VolumeShare 4 System - Includes VV, 4GB RAM and 2 Monitors	\$75,600.00

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Qty	Catalog No.	Description	Ext Sell Price
		<p>AW VolumeShare 4 with Two Flat Panel Monitors and 4 GB of RAM</p> <p>AW VolumeShare 4 is a multi modality image review, comparison and post processing workstation built with simplicity and power at its core. Powerful software is optimized to take advantage of state of the art 64 bit technology to ensure leading edge performance.</p> <p>AW VolumeShare 4 features include:</p> <p>Hardware:</p> <ul style="list-style-type: none"> • HP XW8600 Workstation with Intel 5482 Quad Core Xeon 3.2 GHz CPU w/ 12MB Shared L2 Cache / 1600 MHz FSB • 4GB DDR-2 800 ECC DIMM • 146GB SAS 15,000rpm Hard Disk for OS and Apps. • 292GB: SAS 15,000rpm Hard Disks for Image Data • 2 x 19" NEC monitors <p>Software:</p> <ul style="list-style-type: none"> • Fast access to information you need through optional RIS integration & priors post-fetch • Efficient workflow through dynamic load, end review and Key Image Notes features • Optional productivity package to pre-process exams and allow up to 8 simultaneous sessions • 1-click auto contour in Volume Viewer on CT and MR exams with ability to quickly compare previous contours • Customized MR Volume Viewer protocols based on PSD name, image weight, scan plane and specific MR parameters • Dedicated MR cardiac viewer for single and multiple Cine review • Support for external DICOM USB media and preference management tool to exchange preferences across users 	
1	M81531VE	<p>AW VOLUMESHARE 4-SW UPGRA</p> <p>AW VOLUMESHARE 4-SW UPGRA</p>	Incl.
1	B79821CT	<p>AdvantageCTC Pro3D EC for AW VolumeShare4</p> <p>AdvantageCTC Pro3D EC is a CT Colonography (CTC) Advanced Application Software Package for the analysis of the colon and surrounding structures utilizing helical CT data. The physician centric design provides a complete reading workflow solution. Synchronized, index review of 2D, 3D and</p>	\$46,750.00

15/19



Quotation Number: P6-C74142 V 1

Qty	Catalog No.	Description	Ext Sell Price
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dissection views provide a fast complete analysis of the CT data.

Key fetures include:

- Electronic Cleansing for the visualization of anatomy that would previously be hidden behind tagged fluid.
- 360 degree Dissection Prone & Supine Views Aids in decreasing analysis and review time.
- Prone and supine synchronized image review This feature provides a complete view of the colon and is aided by Electronic Cleansing to visualize anatomy behind tagged material.
- Small Bowel Extraction - The software quickly segments and removes the small bowel for unobstructed viewing of the colon.
- Polyp Color Display - User can color mark polyps for easier tracking.
- Movie Generator - Create movie views with just a few clicks. Movie may be saved in a MPEG format.
- Virtual Joystick - Navigational tools for fast review with mroe control.
- Virtual Biopsy View - To assist in problem solving complex areas of interest.
- Tagging Support - Aid in centerline creation and review of tagged exams.
- Patient Report - Customizable reports that offers compelte flexibility. The report may be exported to CD, HTTP or printer.

System Requirements:

- AW VolumeShare4
- Two-monitor/flat panel configuration recommended.

Note: All software are Non-Transferable to other hardware and are Non-Returnable.

1	B78121MP	LUNG VCAR	\$38,250.00
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Lung VCAR for AW VolumeShare2 or Higher

Volume Computer Assisted Reading (VCAR) takes a new direction in application design, leveraging (exploiting) the power of high resolution, volume scanning. This new technology is enabled by the Automatic Detection, Precise Segmentation and Interactive Quantitative Analysis that enhances analytics and improves data management. The result being better informed decisions and improved patient management.

Key features include:

16/19



PO Box 414, Milwaukee, WI 53201-0404
General Electric Company
General Electric Company, GE Medical Systems

Quotation Number: P6-C74142 V 1

Qty	Catalog No.	Description	Ext Sell Price
		<ul style="list-style-type: none"> Digital Contrast Agent (DCA)- Automatically visualizes and highlights abnormal and potentially cancerous pulmonary solid nodules Bookmarking Tools for ease of image review and analysis Correlated Workflow-Synchronized 2D, DCA and Segmented Analysis One Click Solid Nodule Segmentation from vessels and pleural wall Segmentation Analysis of all nodule types Solid, Non-Solid and Part Solid Automatic Nodule Analysis Provides: <ul style="list-style-type: none"> Percent Growth Doubling Time Volumes Automatic Segmentation of both the right and left lungs thus reducing the visual distractions associated with anatomy not of interest Cross Reference/Correlation Bar Provides a quick reference to aid in the localization of a nodules global location Image Display Tools for comparison of initial and follow-up exams Automatic Bookmark Propagation from previous to current or current to previous exams Automatic Image Registration for image review synchronization Temporal Statistics Display for fast informed decisions Customizable Personal Review Layouts Interactive Patient Reporting (DICOM SR) Provides both structure and flexibility <p>Lung VCAR requirements: AW VolumeShare2 system or higher</p>	
1	B77021PN	<p>CT Perfusion 4 Neuro Package - Node Locked</p> <p>CT Perfusion 4 Neuro Package Node Locked</p> <p>CT Perfusion 4 Neuro Package is an image analysis software package that allows the evaluation of dynamic CT data following an injection of a compact bolus of contrast material, generating information with regards to changes in image intensity over time. The software provides a quick and reliable assessment of the type and extent of cerebral perfusion disturbances by providing qualitative and quantitative information on various perfusion related parameters, which may be related to acute stroke, brain tumor angiogenesis and treatment thereof. The key perfusion parameters that CT Perfusion 4 Neuro Package generates are:</p> <ul style="list-style-type: none"> Regional Blood Volume (BV; ml/100g) 	\$29,750.00

17/19



Quotation Number: P6-C74142 V 1

Qty	Catalog No.	Description	Ext Sell Price
		<ul style="list-style-type: none"> Regional Blood Flow (BF; ml/min/100g) Regional Mean Transit Time (rMTT;s) Capillary Permeability Surface Area Product (PS) Time of Arrival (IRF T0) <p>Perfusion 4 also includes a new feature, Tissue Classification Index, which provides a thresholding algorithm that may aid the clinician in determining the status of the tissue based on blood volume and blood flow maps where the first six hours after the onset of symptoms are critical in identifying the occurrence of stroke and follow-up treatment.</p> <p>Productivity is enhanced through the protocol driven design of the user interface. An example of this is the Brain Stroke Protocol (Automatic) that completes the processing with one touch reducing the time required to process the exam and to enhance repeatability.</p> <p>When combined with the VolumeShuttle software option on the LightSpeed VCT XT, coverage is increased to 80mm Normal coverage for LightSpeed VCT or LightSpeed VCT XT is 40mm.</p> <p>CT Perfusion 4 runs on Advantage Workstation (AW) VolumeShare2 or higher.</p>	
1	B77121BG	<p>VESSELIQ & AUTOBONE</p> <p>VesseliQ Xpress & AutoBone Xpress</p> <p>CT VesseliQ Xpress and Autobone Xpress is for AW VolumeShare2 or Higher</p> <p>VesseliQ Xpress provides an optimized non-invasive application to analyze vascular anatomy and pathology and aid in determining treatment plans from a set of CTA images. This software supports the physician in:</p> <ul style="list-style-type: none"> Assessment of aneurysms with or without thrombus (false lumen) for size and volume measurements with the capability to track the size and volume over time, stenosis analysis, pre/post stent and surgical planning and directional vessel tortuosity visualization. Automatic tools for the segmentation of bony structures in the brain and neck and other vascular areas for accurate identification of the vessels, single or double click vessel analysis. Sizing the vessel, analyzing calcified and non-calcified plaque to determine the densities of plaque within a vessel, measure areas of abnormalities within a vessel (like stenosis, plaque, thrombus, dissection or leakage). Semi-automated detection and segmentation of thrombus for 	\$46,750.00



Quotation Number: P6-C74142 V 1

Qty	Catalog No.	Description	Ext Sell Price
		<p>subsequent measurements within the application.</p> <ul style="list-style-type: none"> • Dedicated anatomy based protocols for improved workflow. • Compare a patient's previous exam to their current exam in order to measure and track any changes over time of their vascular structures. • After review of the exams, there are multiple ways to film, archive and capture information for future review. <p>System Requirements:</p> <ul style="list-style-type: none"> • AW VolumeShare2 or higher <p>Note: All software are Non-Transferable to other hardware and are Non-Returnable.</p>	
1	W0600CT	<p>2 Days TiP Onsite Training Advantage Windows Workstation--CT</p> <p>2 Days TiP Onsite Training Advantage Windows Workstation--CT</p> <p>One 2 day TiP onsite visit for CT Advantage Windows Workstation training. Includes T&L expenses. Days provided consecutively.</p> <p>This training program must be scheduled and completed within 12 months after the date of product delivery.</p>	\$3,600.00

Quote Summary:

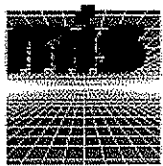
Total Extended Selling Price:	\$866,528.00
--------------------------------------	---------------------

Total Quote Net Selling Price	\$866,528.00
--------------------------------------	---------------------

(Quoted prices do not reflect state and local taxes if applicable)

If you would like to place an order for this equipment, a formal contract document will be prepared for your consideration. This quote is for budgetary use only; only a GE contract can become a binding order.





Two Corporate Dr.
Shelton, CT 06484
800-556-6007

medical
imaging
systems inc.

Quote Prepared by: Rocky Lester

11-23-09

Quote# R-09-503

The William W. Backus Hospital
326 Washington Street
Norwich, CT 06360
Attn: Julius Kocscondy

Shimadzu DR Radspeed
50C Mobile FPD & 40EG
FPD in Wall Stand

Shimadzu "RadSpeed" DR Radiography System





The William W. Backus Hospital

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BK-200-DR

Shimadzu Elevating Radiographic Table "RadSpeed"

- Horizontal, elevating radiographic table
- Vertical table Travel
- From 54 cm to 85 cm (21.25" to 33.5")
- 4-way floating top
- From 115 cm longitudinal Travel, and +/-12.5 cm transverse
- Flat table top construction
- Maximum patient load of 295 kg (**650 lbs.**)
- 200/(208)/220/230/240V 1 kVA Single-phase incoming line
- Permanent Electromagnetic locks; Locked without power.
- Table Top Collision Protection sensor
- Standard Aluminum Grid (10:1 Ratio; 40 lines / cm; 40" focal distance)
- Convenient and safe foot controls for elevation and locks
- Designed to meet UL
- Bucky Travel 40 cm.
- Bucky with Photo timer; 3 field
- Bucky tray accepts cassettes up to 14" by 17".

UD150B-40-DR

RadSpeed 80 kW Generator:

- Three Phase High Frequency inverter
- 80 kW Rating, Three Phase
- 380/400/415/440/480 Vac 3 Phase input power 75 KVA.
- Color LCD Touch Screen Display
- Large Readout for Ease of Viewing
- Jog Dials for Manual Selection
- Up / Down Buttons for Fine Manual Selection
- kV mA, mAs and time adjusted
- with both up/down or dial.
- Easy View "Ready-Up" and Exposure Status Lamps on Generator and Handswitch
- Micro Processor Controlled
- Automatic Exposure Control
- kV Range: 40-150 kV in 1kV increments.
- mA Range: 10-800 mA (12 presets per Focal Spot)
- mAs: .5 - 800 mAs max with AEC.
- Time Settings: 0.001 – 10 seconds
- Anatomical Programmed Radiography (APR)
- High Speed Starter
- Self Diagnostic function with display of error codes

Customers Initials _____



CH-200M-DR

Ceiling Tube Suspension (Front Mount) including:

- 200/(208)/220/230/240V 1 kVA Single-phase incoming line
- Eight programmable switches for locks (user customizable)
- Positive touch release operation handles for quick positioning
- One-button full-way motion release
- 3 way lock release, Vertical lock Release and collimator light switches on Rear of Tube Suspension
- Spring balanced for easy movement
- Reliable locking system allows any angulation to be held in position
- Over Table X-Ray Tube; 400 KHU; (12 degree, 0.6 X 1.2 Focal)
- Vertical Travel – 160 cm (5' 3")
- Longitudinal rails 5.5 meters (18ft.)
- Longitudinal Travel – 445 cm (14 ft. 7 inch) (436 cm w / Tomo)
- Transverse Rails –260 cm (8'6")
- Transverse Travel –200 cm (6'7")

BR-120-DR

RadSpeed Wall Bucky Stand:

- Extensive Vertical Travel to accommodate all patient ranges and studies
- Vertical travel: from 62.7 cm to 214.7 cm (24.68 to 84.5 inch)
- Three-Field AEC Sensor System
- Standard Aluminum Grid; 10:1, 40 line/cm, 48-72" focal distance

Radiographic X-Ray Tube:

- Focal spots: 0.6 & 1.2 mm
- 400,000 heat units
- High tension cables of necessary length

503-58285

RadSpeed "Interlink" Servo Tracking Feature*Included Option*****

- Ceiling tube suspension Vertical tracking to the BR-120
- Wall Bucky (auto-centering)
- Ceiling Tube Suspension tracks 40" SID vertically to Table at any table height.

CXDI-50C

CANON Portable Digital Radiography Detector:

- 14 X 17 full imaging field, no edge unsharpness or drop off
- Amorphous Silicon Sensor
- 160 micron pixel pitch
- 6.9 million pixels 2208 X 2688
- 12 bit / 4096 gray scale
- Preview images in 3-5 seconds



The William W. Backus Hospital

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- Refresh cycle 15 seconds
- DICOM 3.0 compatible, Print Management and Storage Class

CXDI-40EG

CANON Digital Radiography Detector:

- 17 X 17 full imaging field, no edge unsharpness or drop off
- Amorphous Silicon Sensor
- 160 micron pixel pitch
- 12 bit / 4096 gray scale
- Preview images in 3-5 seconds
- Refresh cycle 15 seconds
- DICOM 3.0 compatible, Print Management and Storage Class

CXDI-C3

CANON DR Control Station

- Windows XP Pro Pentium 4, 2.8 GHz, 80GB HD
- **Stores over 6000 raw images**
- **DICOM 3.0** with multiple destinations print & store class
- **DICOM MWL**
- **15" OPU Flat Panel Touch Screen Monitor**
- Mouse and keyboard
- **Multi-function, Zoom, window/level, smoothing,**
- **edge enhancement**

1877A090AB

Grid10:1 150 cm for 50C Canon Panel

Dual Panel System

Discounted Customer Price.....\$414,950.00

511-74132-01

Optional XAT-2H Transformer for 200-240 Vac 3 phase input...\$4,200.00

Prices include Installation, Demonstration and 12 Month Service and 12 Month parts Warranty on complete Radiographic system. 12 Month Factory Warranty on Canon Panels. MIS will do all layout and Blueprint work for proper and complete installation.

TERMS:

20% Down payment,
70% on Delivery to Customer or MIS Storage Facility
10% on completion of installation
Prepaid, f.o.b. Hospital
Rigging Charges Included
Prices Valid for 90 days.

Customers Initials _____



The William W. Backus Hospital

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GENERAL SALES TERMS

1. **GENERAL TERMS:** Unless otherwise specified on the face of this document, this (Quotation/Order) will remain valid only if accepted by the Customer no later than 60 days from date of submission to the Customer.
2. **TITLE AND RISK OF LOSS:** Unless otherwise specified on the face of this document, title and risk of loss to the equipment purchased under this agreement will pass to Customer upon delivery by MIS to a common carrier at MIS's principal place of business.
3. **TERMS OF PAYMENT:** Unless otherwise specified on the face of this document, prices stated are Hospital. All taxes which are levied on the [payable by MIS in connection with the sale, use, or possession of the equipment to or by Customer (excluding income taxes) and transportation charges (including rigging) for shipment to installation site will be paid by Customer in addition to the Quoted Price. Terms of payment for Therapy, C.T., MRI, Nuclear and X-Ray will be 10% upon execution of this Agreement, 70% upon delivery, 20% upon Customer Acceptance. All invoices are due net 30. Invoices paid after due date will be assessed a late payment charge of the lesser of 1% per month of the maximum rate permitted by law.
4. **DELAYS:** With the exception of Mobile X-Ray products, if Customer changes the scheduled delivery date specified on the face of this document ("Scheduled Delivery Date") during the period of 120 days preceding such date. Customer will nevertheless pay the 70% installment of the purchase price payable upon delivery, on the Scheduled Delivery Date as if delivery had been made on such date. Title will pass to Customer upon such payment. In addition, Customer will pay all extra cost incurred by MIS as a result of such delay, including without limitation storage and transportation. Storage fees will be charged at commercially comparable rates for storage at warehouse site. If delivery is delayed by 12 months or more from the Scheduled Delivery Date, through no fault of MIS, the price set forth in this Agreement may be increased by MIS to a level equal to the higher of the prevailing price in effect at the time of the revised delivery date or one percent (1%) per month (or portion of it) for each month (or portion of it) the delivery is delayed. However, such 12-month period will be tolled for any days during which the delay in delivery is caused solely by MIS.
5. **ACCEPTANCE BY MIS:** This Agreement will not be binding on MIS unless and until it is accepted by MIS as evidenced by the signature of an authorized representative of MIS on the face of this document. MIS's acceptance is expressly made conditional upon Customer's assent to the terms and conditions contained in this document. All different or additional terms and conditions which may be contained in Customer's bid documents, purchase order or any other documents furnished by Customer are hereby objected to and deemed immaterial unless accepted in writing by an authorized representative of MIS. MIS will give Customer a fully executed copy of the Agreement upon acceptance by MIS.

Customers Initials _____



The William W. Backus Hospital

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6. **EQUIPMENT INSTALLATION:** MIS will install all Equipment excluding processing equipment purchased under this Agreement and connect them to existing power and/or plumbing lines at no additional charge to Customer. Customer will be responsible for electrical wiring, plumbing, carpentry, plastering, printing, or all other site preparation required prior to installation and connections of the Equipment by MIS. Customer will provide space at the installation site for the safe storage of MIS's tools, test equipment and other materials used for installation at no charge to MIS. Customer shall, at its cost, obtain all permits and licenses required by governmental authorities in connection with the installation and operation of the Equipment. In the event delivery and/or installation of any part of the Equipment is delayed or interrupted because of strike or other labor dispute involving trade unions having jurisdiction over Customer's premises. Customer agrees to negotiate with such trade unions and arrange for the timely completion of such delivery and/or installation. Customer will reimburse MIS for any expense incurred as a result of any such labor dispute.
7. **EQUIPMENT OPERATION AND INDEMNITY:** Customer agrees that all Equipment purchased under this Agreement will be operated exclusively by duly qualified technicians and/or medical doctors in a safe and reasonable manner in accordance with MIS's or OEM's (Shimadzu Medical Systems) written instructions, applicable laws and regulation, and for the purpose for which such Equipment was intended.
8. **LIMITED WARRANTY AND REMEDY:** For the warranty period described below by product, MIS as its only obligation, will replace or repair, at MIS's option and without charge to Customer during MIS's normal working hours (if Customer requests warranty service outside such hours, Customer will pay overtime premium for labor), any component of the Equipment determined by MIS to be defective in materials or workmanship, provided such defect is reported to MIS within the warranty period. Warranty period is as follows: (a) X-Ray 1 year from the date of acceptance. During the warranty period, MIS will furnish free of charge any upgrades, including software required to correct any defect in the Equipment or as required under applicable laws. MIS's OBLIGATION TO REPAIR OR REPLACE DEFECTIVE PARTS WILL BE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE WARRANTY SET FORTH IN THIS SUCH WARRANTY WILL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. INCLUDING WITHOUR LIMITATIOON, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The warranty set forth in this Section will not apply to, and MIS will not be liable for any defects resulting from misuse, dropping of panels, repairs performed by unauthorized third parties, accidents, acts of God, or neglect of anyone other than MIS.
9. **LIMITATION OF LIABILITY:** MIS WILL NOT UNDER ANY CIRCUMSTANCED BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR EXEMPLARY DAMAGES OR ECONOMIC LOSS ARISING OUT OF OR RELATED TO THE TRANSACTIONS CONTEMPLATED IN THE AGREEMENT, EVEN IF MIS IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGESOCCURRING. IN NO EVENT WILL MIS'S LIABILITY TO CUSTOMER (WHETHER BASED ON AN ACTION OR CLAIM IN CONTRACT, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE) ARISING OUT OF OR RELATING TO THE TRANSACTIONS

Customers Initials _____



The William W. Backus Hospital

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CONTEMPLATED IN THIS AGREEMENT, EXCEED THE (x2) AGGREGATE AMOUNT ACTUALLY PAID BY CUSTOMER TO MIS UNDER THIS AGREEMENT.

- 10. REMOVAL OF EQUIPMENT:** Until MIS has received full payment of the purchase price, Customer will not remove all or any part of the Equipment from Customer's premises.
- 11. EXCUSED PERFORMANCES:** MIS will not be liable for non-performance or delay in performance resulting directly from any occurrences beyond MIS's control, including without limitation, strikes or other labor troubles, acts of God, war accidents, fires, floods, other catastrophes, inclement weather, transportation, unavailability of materials and labor, delays caused by MIS's suppliers, or laws, regulations, or acts of any governmental agency. The foregoing provision will apply even though such cause may occur after performance of the obligations of MIS under this Agreement has been delayed for other causes.
- 12. SOFTWARE:** All rights and interest in any software that may be furnished under this Agreement, and any updates and enhancements to it, will remain the property of OEM. Such software is being furnished to Customer will not decompile modify, copy, reproduce, or transcribe the software nor allow third parties to use the same without OEM's prior written consent. Upon MIS's request, Customer will execute and End-User Software License Contract, in a form designated by MIS's.
- 13. CANCELLATION:** Customer may not cancel the order subject to this Agreement except with MIS's prior written consent. In the event of such cancellation, MIS will be entitled to recover any and all damages, suffered by it caused by the cancellation as allowed by law, but in no event less than an amount equal to twenty percent (20%) of the purchase price for a restocking charge.
- 14. ASSIGNMENT:** Customer may not assign any of its obligations under this Agreement without MIS's prior written consent.
- 15. EXPORT REGULATIONS:** This Agreement involves products, and/or technical data that may be controlled under the U.S. Export Administration Regulations and may be subject to the approval of indirectly, in contravention of such Regulations is prohibited.
- 16. ENTIRE AGREEMENT – LAW GOVERNING:** This Agreement contains the entire agreement between the parties and supersedes all prior or concurrent agreements between the parties, whether oral or written, relating to its subject matter. The provisions of this Agreement may not be modified unless in writing and executed by both parties. This Agreement will be construed and enforced in accordance with the laws of the State of Connecticut. In the event that any provision of the Agreement is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of this Agreement will remain valid and enforceable according to its terms. IT IS EXPRESSLY AGREED THAT EVERY PROVISION OF THIS AGREEMENT WHICH PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS INTENDED BY THE PARTIES TO BE SEVERABLE AND INDEPENDENT OF ANY OTHER PROVISION AND BE ENFORCED AS SUCH.

Customers Initials _____

STATE OF CONNECTICUT

EXHIBIT B

Department of Public Health

LICENSE

License No. 0037

General Hospital

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

The William W. Backus Hospital of Norwich, CT, d/b/a William W. Backus Hospital, The is hereby licensed to maintain and operate a General Hospital.

William W. Backus Hospital, The is located at 326 Washington Street, Norwich, CT 06360

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

20 Bassinets

213 General Hospital beds

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

Dated at Hartford, Connecticut, April 1, 2008. RENEWAL.

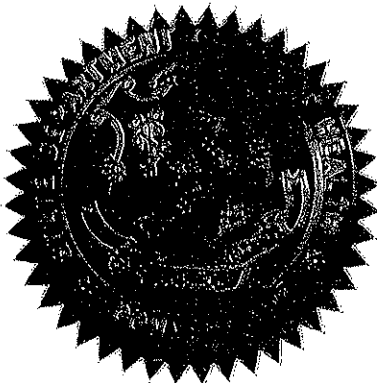
Satellites

Backus Infectious Disease & Std Clinics, 107 Lafayette Street, Norwich, CT

Mobile Health Resource Van, Colchester Town Hall, Colchester, CT

Pain Management, 113 Sachem Street, Norwich, CT

Wound Care, 111 Salem Turnpike, Route 82, Norwich, CT



J Robert Galvin MD MPH MBA

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



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
Office of Health Care Access

December 8, 2009

Facsimile Only

David Whitehead
Vice President, Planning
The William W. Backus Hospital
326 Washington Street
Norwich, CT 06360

Re: Letter of Intent, Docket Number: 09-31503
The William W. Backus Hospital
Establish Satellite Emergency Department and Acquisition of a Computed Tomography
Scanner
Notice of Letter of Intent

Dear Mr. Whitehead:

On November 30, 2009, the Office of Health Care Access ("OHCA") received the Letter of Intent ("LOI") Form of The William W. Backus Hospital ("Applicant") to establish Satellite Emergency Department and acquisition of a Computed Tomography Scanner in Plainfield, with a capital expenditure of \$9,979,591.

A notice to the public regarding OHCA's receipt of a LOI was published in *The Norwich Bulletin* pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes. Enclosed for your information is a copy of the notice to the public.

Sincerely,

A handwritten signature in black ink, appearing to read "Kim Martone".

Kimberly R. Martone
Director of Operations

KRM:lmg



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
Office of Health Care Access

December 8, 2009

Requisition # 029713

Norwich Bulletin
66 Franklin Street
Norwich, CT 06360

Gentlemen/Ladies:

Please make an insertion of the attached copy, in a single column space, set solid under legal notices, in the issue of your newspaper by no later than **Saturday, December 12, 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 Steven Lazarus at (860) 418-7001.

KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,

A handwritten signature in cursive script, appearing to read "Kim R. Martone", written over a horizontal line.

Kimberly R. Martone
Director of Operations

Attachment

KRM:SWL:img

c: Danielle Pare, DPH

PLEASE INSERT THE FOLLOWING:

Statute Reference(s):	19a-638 & 19a-639
Applicant:	The William W. Backus Hospital
Town:	Plainfield
Docket Number:	09-31503-LOI
Proposal:	Establish Satellite Emergency Department and acquisition of a Computed Tomography Scanner
Capital Expenditure:	\$9,979,591

The Applicant may file its Certificate of Need application between January 24, 2010 and March 30, 2010. Interested persons are invited to submit written comments to Cristine A. Vogel, Deputy Commissioner Office of Health Care Access, Division of Public Health Department 410 Capitol Avenue, MS13HCA P.O. Box 340308 Hartford, CT 06134-0308.

The Letter of Intent is available at OHCA or on OHCA's website at www.ct.gov/OHCA. A copy of the Letter of Intent or a copy of Certificate of Need Application, when filed, may be obtained from OHCA at the standard charge. The Certificate of Need application will be made available for inspection at OHCA, when it is submitted by the Applicants.

Greer, Leslie

From: ads [ads@graystoneadv.com]
Sent: Tuesday, December 08, 2009 3:20 PM
To: Greer, Leslie
Subject: Re: Legal Ads

Good day!

Thanks so much for your ad submission.
We will be in touch shortly and look forward to serving you.

If you have any questions or concerns, please don't hesitate to contact us at the number below.

We sincerely appreciate your business.

Thank you,
Graystone Group Advertising


2710 North Avenue
Bridgeport, CT 06604
Phone: 800-544-0005
Fax: 203-549-0061
E-mail: ads@graystoneadv.com
<http://www.graystoneadv.com/>

On 12/8/09 3:15 PM, "Greer, Leslie" <Leslie.Greer@ct.gov> wrote:

Laurie,
Please run the attached public notices by 12/12/09. I have attached a notice for the Norwich Bulletin & Stamford Advocate. Please call me if you have any questions. Requisition # along with approval to follow shortly, please call me if you have any questions.

Thank you,

Leslie M. Greer
Office of Health Care Access
A Division of Department of Public Health
State of Connecticut
410 Capitol Avenue, MS#13HCA
Hartford, CT 06134
Phone: (860) 418-7001
Fax: (860) 418-7053
Website: www.ct.gov/ohca <<http://www.ct.gov/ohca>>

 Please consider the environment before printing this message

12/8/2009

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO 1014
RECIPIENT ADDRESS 98608922728
DESTINATION ID
ST. TIME 12/09 11:11
TIME USE 01'55
PAGES SENT 4
RESULT OK



STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC HEALTH
OFFICE OF HEALTH CARE ACCESS

FAX SHEET

TO: DAVID WHITEHEAD
FAX: (860) 892-2728
AGENCY: THE WILLIAM W. BACKUS HOSPITAL
FROM: STEVEN LAZARUS
12/9/09
DATE: _____ TIME: _____
NUMBER OF PAGES: 4
(including transmittal sheet)

Comments: Docket 09-31503

PLEASE PHONE IF THERE ARE ANY TRANSMISSION PROBLEMS.