



Robert E. Smanik, FACHE  
President and CEO

# DAY KIMBALL HOSPITAL

320 Pomfret Street Putnam, Connecticut 06260 860-928-6541 www.daykimball.org

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CONNECTICUT OFFICE OF  
HEALTH CARE ACCESS

April 20, 2010

The Honorable Cristine A. Vogel  
Deputy Commissioner  
Office of Health Care Access  
Division of the Department of Public Health  
410 Capitol Avenue, MS#13HCA  
Hartford, CT 06134

RE: Acquisition of MRI Unit Located at  
39 Kennedy Drive, Putnam, CT 06260

Dear Commissioner Vogel:

Attached is a Letter of Intent for the acquisition of an MRI unit currently located at 39 Kennedy Drive, Putnam, CT, and operated by Norwich Radiology Group, P.C.

After the sale of the MRI, Day Kimball Hospital will continue to operate the MRI in its current location, allowing the MRI unit to continue to serve its current patient population.

If you have any questions, please do not hesitate to contact me at 860-963-6310.

Sincerely,

Robert E. Smanik, FACHE  
President and CEO  
Day Kimball Healthcare, Inc.

cc: Robert J. Anthony, Esq.



**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	Day Kimball Healthcare, Inc.	
Doing Business As	Day Kimball Hospital	
Name of Parent Corporation	Day Kimball Healthcare, Inc.	
Applicant's Mailing Address, if Post Office (PO) Box, include a street mailing address for Certified Mail (Zip Code Required)	320 Pomfret Street Putnam, CT 06260	
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.	Robert E. Smanik, FACHE President & Chief Executive Officer	
Contact Person's Mailing Address, if PO Box, include a street mailing address for Certified Mail (Zip Code Required)	Day Kimball Hospital 320 Pomfret Street Putnam, CT 06260	
Contact Person Telephone Number	860-963-6310	
Contact Person Fax Number	860-963-6341	
Contact Person e-mail Address	<a href="mailto:rsmanik@daykimball.org">rsmanik@daykimball.org</a>	

**SECTION II. GENERAL APPLICATION INFORMATION**a. Project Title: Acquisition of MRI Unit

b. Project Proposal:

Day Kimball Healthcare, Inc., doing business as Day Kimball Hospital (the "Applicant") is a non-stock tax-exempt acute care general hospital located at 320 Pomfret Street, Putnam, CT 06260. The proposed project is the acquisition of an MRI unit currently located at 39 Kennedy Drive, Putnam, CT at a total cost of \$225,000. Following the acquisition, the MRI unit will remain in its current location and will be operated by the Applicant rather than its current lessee, Norwich Radiology Group, P.C.

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:

39 Kennedy Drive, Putnam, CT 06260

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

Brooklyn, Ashford, Hampton, Chaplin, Eastford, Killingly, Plainfield, Pomfret, Putnam, Sterling, Thompson, Canterbury, and Woodstock.

- h. Estimated starting date for the project:

Immediately upon approval.

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

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

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

- a. Estimated Total Project Expenditure/Cost: \$225,000
- b. Please provide the following tentative capital expenditure/costs related to the proposal:

Major Medical Equipment Purchases*	\$225,000
Medical Equipment Purchases*	
Non-Medical Equipment Purchases*	
Land/Building Purchases	
Construction/Renovation	
Other (Non-Construction) Specify: _____	
<b>Total Capital Expenditure</b>	\$225,000
Major Medical Equipment – Fair Market Value of Leases Medical	
Equipment – Fair Market Value of Leases	
Non-Medical Equipment – Fair Market Value of Leases*	
Fair Market Value of Space – Capital Leases Only	
<b>Total Capital Cost</b>	
<b>Total Project Cost</b>	
Capitalized Financing Costs (Informational Purpose Only)	

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

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

☐ Yes

☐ No

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

☐ Energy Conservation

☐ Health, Fire, Building and Life Safety Code

☐ Non Substantive

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

- d. Major Medical and/or Imaging Equipment Acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
MRI Unit	GE	1.0 Tesla, Short Bore, CX, Conquest Magnet	1	Lease

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

Attached as Exhibit A.

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

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

#### SECTION IV. PROJECT DESCRIPTION

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


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

**AFFIDAVIT****To be completed by each Applicant**

Applicant: Day Kimball Healthcare, Inc.

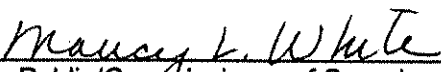
Project Title: Acquisition of MRI Unit

I, Robert E. Smanik, President and CEO of Day Kimball Healthcare, Inc., being duly sworn, depose and state that the information provided in this CON Letter of Intent (Form 2030) is true and accurate to the best of my knowledge, and that Day Kimball Healthcare, Inc. complies with the appropriate and applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.

  
Signature

4/21/10  
Date

Subscribed and sworn to before me on 4-21-2010

  
Notary Public/Commissioner of Superior Court

My commission expires: 6-30-2010

Nancy L. White  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
June 30, 2010

Responses to Questions in Section VProject Description

Day Kimball Healthcare, Inc., doing business as Day Kimball Hospital (the "Applicant") is a non-stock tax-exempt acute care general hospital located at 320 Pomfret Street, Putnam, CT 06260. The proposed project is the acquisition of an MRI unit currently located at 39 Kennedy Drive, Putnam, CT at a total cost of \$225,000. Following the acquisition, the MRI unit will remain in its current location and will be operated by the Applicant rather than its current lessee, Norwich Radiology Group, P.C.

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

The Applicant currently provides residents with a full range of inpatient and outpatient services on its main campus at 320 Pomfret Street, Putnam, CT, including MRI services. A copy of the facility's license is attached hereto as Exhibit B

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

The parties do not anticipate any interruptions or changes of service as a result of the Applicant assuming ownership of the MRI unit. The MRI Unit is currently leased by Norwich Radiology Group, P.C., and operated within its premises located at 39 Kennedy Drive, Putnam, CT. After the acquisition of the MRI unit by Applicant, the MRI unit will remain in the same location, and will continue to serve the same patient population that it currently serves.

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

The Applicant's current population of residents from Putnam and the surrounding towns, along with the existing patient population of Norwich Radiology Group, P.C., who require MRI services will continue to be served after the proposed sale of the MRI unit takes place.

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

The proposed acquisition of the MRI unit will enable the MRI to continue serving its current populations.

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

The following facilities offer MRI services within a 10 mile radius of the MRI UNIT:

Day Kimball Healthcare, Inc. – 320 Pomfret Street Putnam, CT 06260



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

The effect of this proposal should be neutral because the proposed project will not result in the addition or reduction of any MRI units within the State of Connecticut.

7. Who will be responsible for providing the service?

The Applicant will be responsible for providing the service.

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

The Applicant's current payer mix includes Medicare, Medicaid, and commercial insurers. The Applicant does not anticipate any change in payers will occur as a result of this transaction.

# Exhibit A



**GE Capital Healthcare Financial Services**

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January 4, 2005

Dr. A. Dalal  
Norwich Radiology Group, P.C.  
12 Case Street  
Norwich, CT 06360

RE: GE Healthcare Financial Services Lease Contract  
Account# 8533252-001  
PO# n/a

Thank you for allowing GE Healthcare Financial Services to finance your recent medical equipment acquisition. This packet contains your document copies, and Tax Acknowledgement form. Please take a moment to complete and return the Tax Acknowledgement form, and to review the enclosed documents. Should there be any discrepancy in the documents or if there is anything else you feel should be included in this transaction, please notify us immediately at the numbers provided.

You may contact your Customer Service Representative by calling toll free, **#800-225-7480**.

Your account number is noted on the top of this letter for easy reference when calling about your account. Your customer service representative will be able to help you with any questions concerning this transaction. The office hours are 8:00 AM to 5:00 PM, Monday through Friday, Central time zone or you can leave a recorded message on our 800 number for call back service.

GE Healthcare Financial Services is committed to providing the highest quality of customer service possible and we wish to express our sincere appreciation for allowing us this opportunity to assist you with your financing needs.

Sincerely,

GE Healthcare Financial Services

Lori Mayer, Transaction Analyst  
GE Healthcare Financial Services

enclosures  
mb



**GE Healthcare Financial Services**

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**Date:** December 28, 2004

**Attention:** Norwich Radiology Group, P.C.  
Accounts Payable

**Reference:** GE Healthcare Financial Services Financing Transaction

**Equipment:** GE Healthcare MR System  
**Contract #:** 8533252-001  
**Order #:** 0002-528972

Thank you for allowing GE Healthcare Financial Services to help you with your financing needs.

The monthly payment for your financing transaction has been revised due to a change in the 5 Year Interest Rate Swaps from 3.63% to 3.98% at the time of the financing commencement date. Therefore, your monthly payment has been recalculated and is now: 60 Months @ \$15,417.21, plus all applicable taxes.

Please contact GE Healthcare Financial Services at (800) 225-7480, if you have any questions regarding the above information. A copy of your fully executed contract and monthly invoices will follow.

**GE Healthcare Financial Services**

**STIPULATED LOSS TABLE****Lessee Name:** Norwich Radiology Group, P.C.**Equipment Description:** GE Healthcare MR System**Equipment Cost:** \$ 341,760.00

<b>Number of Month's</b>	<b>Stipulated loss Value % of Cost</b>
1	107.00
2	106.01
3	105.01
4	103.98
5	102.91
6	101.82
7	100.72
8	99.60
9	98.48
10	97.33
11	96.18
12	95.01
13	93.83
14	92.63
15	91.42
16	90.20
17	88.97
18	87.73
19	86.48
20	85.21
21	83.94
22	82.65
23	81.35
24	80.04
25	78.72
26	77.39
27	76.04
28	74.68
29	73.32
30	71.94
31	70.55
32	69.16

33	67.75
34	66.34
35	64.91
36	63.47
37	62.02
38	60.57
39	59.10
40	57.61
41	56.12
42	54.61
43	53.10
44	51.58
45	50.04
46	48.49
47	46.94
48	45.36
49	43.78
50	42.19
51	40.59
52	38.97
53	37.34
54	35.70
55	34.06
56	32.41
57	30.75
58	29.08
59	27.40
60	25.70

Mo pymt has been adj to reflect the change in the Fed  
Res 5-yr T-Bill Rate which was 3.98% at the time the  
contract commenced. The adj pymt is \$  
60 @ \$15,477.21



GE Healthcare Financial Services

Internal Contract Ref. # 8533252  
Internal Order Ref. # 2528972

**MAXISERVICE® SCHEDULE  
DATED AS OF 04/05/2004  
TO MASTER LEASE AGREEMENT  
DATED AS OF ~~11/15/2004~~**

This Schedule is executed pursuant to, and incorporates by reference the terms and conditions of, the Master Lease Agreement identified above ("Master Agreement," said Master Agreement and this Schedule being collectively referred to as the "Agreement"). Except as provided herein, capitalized terms not defined herein shall have the meanings assigned to them in the Master Agreement. This Schedule constitutes a separate instrument of lease that applies to the leasing of Equipment from General Electric Capital Corporation (the "Lessor") and the provisions of Support Services mentioned below by GE Medical Systems, a division of General Electric Company ("GE") or an affiliate entity of GE.

1. **EQUIPMENT:** Subject to the terms and conditions of the Agreement, Lessor agrees to lease the Equipment described below (the "Equipment") to Lessee.

Number of Units	Site	Model and Type Of Equipment
1	Norwich Radiology Group, P.C. 35 Kennedy Drive Putnam, CT 06260	GE Healthcare MR System

2. **SUPPORT:** During the term of this Schedule, GE will provide "Support" as described in the Support Exhibit attached hereto.

3. **TERMS AND RENTALS:**

A. **Term of Schedule:** 60 months. The term of this Schedule will commence on the Lease Commencement Date specified in the "Lease, Term and Rent Payments" section of the Master Agreement and continue for the term specified immediately above, subject to and in accordance with the terms and conditions of this Schedule.

B. **Advance Charge:** \$0.00. Lessor will apply the Advance Charge to Monthly Charge obligation under this Schedule to Month 0.

C. **Monthly Charge:** 60 Months @ \$15,363.67, plus all applicable taxes. In states assessing sales and use tax, your Monthly Charges will be adjusted to include the applicable sales and use tax at the same rate that was used to calculate your Monthly Charges under this Agreement. Lessee's payment of Monthly Charges to Lessor will be in accordance with the "Lease, Term and Rent Payments" section of the Master Agreement. On the Lease Commencement Date, the Monthly Charge, as it relates to Equipment, will be adjusted based on the number of points, plus or minus, as applicable, that the 5 Year Interest Rate Swaps as of the Lease Commencement Date has changed from 3.63%, which was established based on the 5 Year Interest Rate Swaps as of the week ending 1/9/2004.

4. **SERVICE WARRANTY/DISCLAIMERS/REMEDIES:** GE warrants that it will provide the Support specified in the Support Exhibit in a workmanlike manner. For any claim that Support was not performed in a workmanlike manner in accordance with the

Support limited warranty in this Section 4, Lessee's sole and exclusive remedy is for GE to re-perform that Support. In view of the Support GE provides under this Schedule, and except for any listed diagnostic imaging accessories product warranties provided by GE, no product warranties are offered under the Agreement; all parts and items are provided AS IS. Any applicable additional warranty disclaimers are specified in the Support Exhibit.

5. **END OF SUPPORT ANNOUNCEMENT:** In the event GE makes a general commercial announcement that it will no longer offer Support agreements for an Item of Equipment or Equipment component or provide a particular Support feature or option, then upon no less than 12 months' prior written notice to Lessee, Lessor may, at its option, remove any such item(s) of Equipment, component(s), feature(s), or option(s) from this Schedule, with an appropriate adjustment of charges, without otherwise affecting this Agreement.

6. **RECORD RETENTION AND ACCESS:** If Section 1861(v)(1)(I) of the Social Security Act applies to this Schedule, subsections (i) and (ii) of that Section are made a part of this Schedule. In such an event, GE agrees to retain and make available and to insert the requisite clause to each applicable subcontract requiring GE's subcontractor to retain and make available, the contract(s), book(s), document(s) and record(s) to the person(s), upon the request(s), and for the period(s) of time as required by these subsections.

7. **EXCUSABLE DELAYS AND PERFORMANCE.** Lessor shall not be liable for delays or failures in performance of any obligation under a Schedule or the Agreement due to a cause beyond its reasonable control.

8. AUTODRAFTING

A. Lessee hereby authorizes Lessor to initiate debit entries for Lessee's payment of the charges which are due periodically under this Schedule and the financial institution indicated below to debit with the amounts thereof the account listed below.

Financial Institution Name: \_\_\_\_\_  
Financial Institution  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

B. The following information can be provided from Lessee's check so please attach a copy of a voided check:

Account Name: \_\_\_\_\_  
Nine-digit Financial Institution ID Number: \_\_\_\_\_  
Your Financial Institution Account Number: \_\_\_\_\_

C. Lessee further authorizes Lessor to adjust the dollar amount transferred from Lessee's account to correspond to periodic changes in the payment due, if any, under the terms of this Schedule.

D. Lessee hereby authorizes Lessor to automatically debit all current or past due property taxes (if applicable).

E. Rules and Regulations

- (i) Lessee understands that due to the difference in timing between the Lease Commencement Date and the booking of this Schedule, the initial debit may be for more than one periodic charge but will not be more than the actual total monthly amounts due at that time.

- (ii) Failure to have adequate funds in Lessee's account shall constitute an event of default under this Schedule.
- (iii) Lessee understands that it will continue to receive an invoice each month as notification of the amount to be debited from its account.
- (iv) Lessee agrees that it will not revoke, terminate or modify this authorization of the information contained herein, without the prior written consent of Lessor. In the event Lessee revokes or terminates this authorization, Lessee must remit its periodic charges directly to Lessor at the address specified in the Agreement. Failure to pay the periodic charges on or before the due date shall constitute an event of default under this Schedule.
- (v) If a deduction is made in error, Lessee has the right to be immediately refunded by Lessor for the amount of the erroneous deduction provided that Lessee provides written notification of the erroneous deduction within 15 days after its account statement is issued or 45 days after the monies are paid to Lessor.

9. Lessee does further certify that as of the date hereof (i) Lessee is not in default under the Agreement; (ii) the representations and warranties made by Lessee pursuant to or under the Agreement are true and correct on the date hereof and (iii) Lessee has reviewed and approves of the purchase documents for the Equipment, if any.

10. Any modified or additional terms and conditions of this Schedule are set forth in the following attachments to this Schedule: \_\_\_\_\_.

11. Except as expressly modified hereby, all terms and provisions of the Agreement shall remain in full force and effect.

LESSOR:

General Electric Capital Corporation

By: Laura L. Ziler  
Name: Laura L. Ziler  
Title: Duly Authorized Signatory

General Electric Company

By: Laura L. Ziler  
Name: Laura L. Ziler  
Title: Duly Authorized Signatory

LESSEE:

Norwich Radiology Group, P.C.

By: Daniel Gilmartin  
Name: DANIEL GILMARTIN  
Title: PRESIDENT





**SUPPORT EXHIBIT  
TO SCHEDULE DATED AS OF 04/05/2004  
TO MASTER LEASE AGREEMENT DATED AS OF 11/15/2001  
INTERNAL CONTRACT REFERENCE NUMBER 8533252  
INTERNAL ORDER NUMBER 2528972**

This Support Exhibit is attached to and made a part of the Schedule identified above. This Support Exhibit sets forth specific terms and conditions in addition to those in the Master Lease Agreement identified above (the "Master Agreement") and the Schedule identified above (the "Schedule"). Unless otherwise indicated explicitly or by context, the terms used in this Support Exhibit and all addenda and attachments hereto shall have the meaning given them in the Master Agreement.

**SUPPORT COVERAGE DETAILS**

During the period set forth in the Schedule, GE will provide Support as follows:

Quantity	Equipment Description	Service Offering	Start Date
1	GE Healthcare MR System	Quantacare	Lease Commencement Date

**Features: 1.0T FIXED MR SERVICE OFFERING**

**Quantacare Post-Warranty Features:**

- Unlimited Parts and Labor
- 2-Hour On-site Response Time
- Contract Hours: Monday – Friday Field Engineer (FE) Service Coverage: 8AM – 5PM
- Next Day Parts Delivery
- GE Recommended PM's during Contract Hours
- 30 minute InSite Phone Response
- InSite 24x5
- iLinQ
- No Education Package
- No Block of OT Hours
- 10% Accessories Discount
- 95% Uptime Guarantee
- Includes any GE Coils
- Client to provide Broadband Connectivity (otherwise \$5,110 price increase)

**Includes:**

- Market Performance Improvement (MPI) Consulting Engagement designed to include the following:
  - Procedure Volume Analysis
  - Five-Year CT Growth Projections
  - Comprehensive Competitor Analysis
  - "Voice of the Customer" interviews with key referring physicians
  - Comprehensive Demographic Analysis
  - Local Payer Mix Analysis
  - Customer Work-Out to develop CT market growth/outreach strategies

Annual System Price (4-years with 1-year warranty):	\$91,772
<u>Magnet Maintenance and Cryogenics</u> (no cryogen warranty)	
• CX Magnet Maintenance, Including Cryogen Coverage	\$32,120
Annual Cryogen Price (5-years service, no warranty):	
Service Payment Schedule - Year 1: \$32,120	
Service Payment Schedule - Years 2-5: \$123,892	

**Block of Overtime Hours**

## GLOSSARY

The attached Glossary is made a part of this Support Exhibit by reference.

## OTHER TERMS AND CONDITIONS

**1. Additional Support.** Subject to the availability of personnel, GE will provide, at your request and additional expense and subject to the Schedule, service or other items not specified in the Schedule. The charge for such service or other items will be GE's prevailing rate then in effect for Support agreement customers with the applicable type of Equipment, including round trip travel time. You will be charged a minimum of 2 hours per call. Other travel expenses and overnight living expenses will be charged at actual cost in accordance with GE's standards for business expense remuneration of employees.

**2. Site Policies.** GE's and its service contractors' personnel will comply while at the Site with all of your reasonable policies and procedures, not inconsistent with the terms and conditions of the Schedule, provided you have previously given copies of such policies and procedures to GE and its service contractors.

**3. Your Responsibilities.** During the Term of any Schedule and as long as you possess the Equipment, you agree to do the following:

- (a) Provide a suitable location for the Equipment and maintain the Site and environment (including temperature and humidity control, incoming power quality, and fire protection system) in a condition suitable for operation of and service to the Equipment; provide a secured and protected area for storage of GE tools and equipment near the Equipment location; and keep the Site clean and free of dust, sand and other particles or debris.
- (b) Ensure the Equipment is used solely in accordance with the requirements of the Equipment Operation Manual by properly qualified and licensed personnel.
- (c) Make the Equipment available without restriction for Support in accordance with a mutually acceptable Support appointment schedule.
- (d) Facilitate GE's performance of remote diagnostic and repair Support by providing remote access methods reasonably requested by GE, e.g., modem line, internet connection, broadband internet connection, where available.
- (e) Designate a Site Manager and alternate as GE's Support contact, for all items of Equipment, who each have necessary expertise to reasonably assist GE's technical engineers in diagnosis of service problems.
- (f) Place Support calls and requests to GE in accordance with any protocols that GE provides to you in writing.
- (g) Ensure the security of networked Equipment on your Site by taking appropriate measures to prevent unauthorized access to networked Equipment and the interception of communications between GE's service center and the networked Equipment, including isolating networked Equipment from other networks, setting up firewalls, and taking any other measures that GE reasonably believes are necessary to ensure the security of the networked Equipment and related communications.
- (h) Make Equipment available to GE as needed for the performance of Support.
- (i) Promptly notify GE in writing of any change in the Customer Information specified on the Schedule, location of Equipment, or your ownership or management control.

**4. Exclusions.** This Support Exhibit does not cover the following:

- (a) The repair, replacement, or disposal of any accessories, power supply equipment, refrigeration equipment, or consumable items, including but not limited to batteries, cassettes, copier drums, electrodes, fiber optics, fiber optic bundles, filters, image intensifiers, laser tubes, film magazines, paddles, patient cables, radiation sources, refrigeration, compressors, styli, software, top assemblies of transducers, bulbs, glassware, mattresses, padding, radiation sources, or dyes, unless explicitly listed on a Schedule.
- (b) The provision, payment, or reimbursement of any rigging or facility cost.
- (c) Consultation or training to assist your development or modification of any software or protocols not provided by GE.
- (d) Material and labor costs associated with reusing existing facilities (wire, termination fields, network facilities, equipment room, peripherals, adjuncts) and temporary installation of Equipment for testing, training, and other purposes.
- (e) Any non-GE hardware or software that was not commercially available from the Original Equipment Manufacturer on the date such hardware or software was installed, including but not limited to experimental and proprietary hardware or software.
- (f) Any service, components or parts replacement, or downtime required as a result of (a) a design, specification, software program, protocol, or instruction provided by you or your representative; (b) your failure to fulfill any of your obligations or responsibilities under the Master Agreement; (c) the failure of anyone other than GE or its contractor to comply with GE's written instructions or recommendations; (d) your combining the Equipment with any item of others or with any incompatible GE item; (e) any alteration or improper storage, handling, use, or maintenance of any part of the Equipment by anyone other than GE or its contractor; (f) design or manufacturing defects, specifications, or functionalities in any item of others; and (g) anything external to the Equipment, including building, van, or trailer structural deficiency, power surge, fluctuation or failure, dust, sand or other particles or debris at the Site, or air conditioning failure.
- (g) Any additional service required due to moves, additions, or changes to the Equipment, unless GE has been notified in writing at least 30 days in advance and concurred with such moves, additions, or changes.

- ★(h) The cost of factory reconditioning of the Equipment if reasonably necessary because repair or parts replacement by GE at the Site cannot maintain it in satisfactory operating condition. Such factory reconditioning will be done on a mutually agreeable schedule.
- ★(i) The cost of repair or parts replacement per item of Equipment per occasion in excess of 50 percent of that item of Equipment's then-current value. GE will provide you a written itemized estimate of the cost of repair or parts replacement for any item of Equipment should such cost per occasion exceed this limit.

## 5. Additional Terms and Conditions:

### A. Planned Maintenance Performance Commitment.

GE will provide planned maintenance ("PM") on each item of covered Equipment at GE-recommended intervals and at mutually agreeable times during Coverage Hours, as set forth on the first page of this Support Exhibit. PMs will be scheduled and performed pursuant to applicable GE specifications for such item of Equipment ("Manufacturer-Required PMs"). Such specifications may change during the Term of this Support Exhibit, based upon the recommendations of GE's modality engineers.

GE will use reasonable efforts to ensure timely completion of all Manufacturer-Required PMs, in accordance with this Section and the Schedule. However, the parties acknowledge that this is not always possible. For each Manufacturer-Required PM that GE fails to perform during any contract year during the term of this Support Exhibit, GE will provide an extension of the term of this Support Exhibit for one week without additional charge to you.

★ Notwithstanding the above, you will not be entitled to any remedy under this Section if GE's failure to provide timely PMs results from (i) your cancellations, requested rescheduling or other unavailability of the Equipment, or (ii) your default under the Default Section of the Master Agreement or Schedule. The above is your sole and exclusive remedy for GE's failure to meet its PM performance commitment.

### B. Uptime Commitment

★ Should an item of Equipment fail to achieve the uptime commitment set forth on the first page of this Support Exhibit, as calculated by the uptime commitment calculation set forth below, GE will provide an extension of the term of this Support Exhibit with respect to that item of Equipment at no additional charge, as follows:

% less than Uptime Commitment	Extension
0	0 week
0.1 — 3.0	1 week
3.1 — 8.0	2 weeks
8.1 — 13.0	4 weeks
more than 13.0	6 weeks

The above is your sole and exclusive remedy if GE fails to meet any uptime commitment over a 26-week measurement period during the term of this Support Exhibit.

The uptime commitment calculation used to determine GE's achievement of the uptime commitment shall be as follows:

The basis for each measurement period is your elected Coverage Hours of a hours per day, b days per week for 26 weeks, less c hours spent on PMs during that interval:

Hours1 = a hours per day X b days per week X 26 weeks.

Hours2 = Hours1 - c hours for planned maintenance

Required in-service hours at your % guarantee:

Hours3 = Hours2 X your%.

★ Your Equipment will be considered inoperable and out of service under the uptime commitment if, due to GE's design, manufacturing, material, or Support performance failure, the Equipment is unavailable for scanning patients and diagnosing images on the Equipment display console or operator's console. Peripheral equipment such as remote consoles, magnetic tape drives, hard copy devices, and multi-format and laser cameras are excluded from the terms of the uptime commitment. Repair and adjustments required for anything other than Equipment failure, and damage or inoperability due to any cause other than GE's design, manufacturing, material, or Support performance failure, will be excluded from the uptime commitment calculation, including without limitation damage through misuse, operator error, inadequate environmental or air conditioning protection, power failure, your failure to fulfill your responsibilities, any event or cause excluded under the Master Agreement, the Schedule or Support Exhibit, and acts of God. PM time will not be included in the calculation of downtime. If GE's responding representative agrees the Equipment is inoperable due to GE's design, manufacturing, material or Support performance failure, the Equipment will be considered out of service from the time the request for service was received at GE's designated facility until the Equipment is once again turned over to you for operation. Should you fail to give GE immediate and unencumbered access to the Equipment or continue to obtain scans after notifying GE of any Equipment failure, the Equipment will be considered to be in service.

### C. InSite™/Remote Services

★ GE will provide support directly to your technologist via InSite, if available for your type of equipment, for first pass on all service requests, at the fee set forth on the first page of this Support Exhibit. InSite hours of coverage and response times are specified on the first page of this Support Exhibit. InSite for GE manufactured equipment requires a modem, broadband or other compatible service telecommunications connection to the Equipment. InSite for equipment not manufactured by GE requires broadband connection to the equipment. All connection costs, whether phone line, hardware, network or otherwise, are your responsibility. A modem is included with InSite-capable GE manufactured equipment. A site server is required and included with InSite-capable equipment not manufactured by GE.

#### Remote Services Broadband Connectivity

For Equipment that is capable of a remote services broadband network connection ("Eligible Equipment"), the following responsibilities will apply:

##### Your Responsibilities

If your site has not already done so, establishing a broadband network connection at your site that connects to the Eligible Equipment. The broadband connection must be provided via Cisco, Nortel or Checkpoint-compatible VPN, with a minimum of 128k available bandwidth.

Providing GE with access to the Eligible Equipment through your broadband network connection and maintaining security for your broadband network connection in accordance with appropriate industry best practices (e.g. appropriate internal and external firewalls, etc.).

Providing necessary support to maintain the broadband network connection for the Eligible Equipment, including the designation of a primary contact person (typical your Network Manager/Administrator) who will respond to GE's broadband connection requests and inquiries within 24 hours.

Providing GE with at least two (2) business days advance notice of any planned changes to your network that may impact the broadband connection for the Eligible Equipment, and providing GE with notice of any unplanned changes (e.g., power outages, computer viruses, system crashes) to your network that may impact the broadband connection for the Eligible Equipment within two (2) business days after the occurrence of the unplanned changes, and cooperating with GE in maintaining, as reasonable, the broadband connection during all such planned and unplanned changes.

Using all reasonable efforts to ensure that your connection to the Internet and LAN systems operate at a maximum of 75% of capacity and have an uptime rate of at least 98%.

If a suitable broadband connection cannot be reasonably established, you must provide a dedicated analog line accessible to the equipment.

#### Remote Services Modem Connectivity

For Equipment that cannot be equipped with a broadband network connection:

##### Your Responsibilities

Provide a dedicated analog phone line accessible to the equipment.

Providing necessary support to maintain the analog phone connection for the Equipment, including the designation of a primary contact person (typically your Telecommunications Administrator) who will respond to GE's support requests and inquiries within 24 hours.

Providing GE with at least two (2) business days advance notice of any planned changes to your telecommunication network that may impact the analog connection for the Equipment, and providing GE with notice of any unplanned changes (e.g., power outages, telecommunication system failure) to your telecommunication network that may impact the analog connection for the Equipment within two (2) business days after the occurrence of the unplanned changes, and cooperating with GE in maintaining, as reasonable, the analog connection during all such planned and unplanned changes.

#### GE's Remote Service Connectivity Responsibilities

Provide the necessary phone support to configure the remote services broadband network connection of the Eligible Equipment to GE.

#### Training

You are responsible for ensuring that your service personnel you assign to be responsible for each item of Equipment meet GE's training requirements for performing service on that Equipment. If GE requires training for any personnel, you agree to enroll them in the next available training class for that item of Equipment available through the GE Medical Systems Healthcare Institute. All training courses will be subject to GE's standard training policies and at the standard tuition then in effect, less the following tuition discounts: for the first 5 weeks of training that you purchase, you will receive a discount of 15% off of the standard tuition then in effect; for the sixth through tenth weeks of training that you purchase, you will receive a discount of 20% off of the standard tuition then in effect; for the eleventh through fifteenth weeks of training that you purchase, you will receive a discount of 25% off of the standard tuition then in effect; and in excess of fifteen weeks of training that you purchase, you will receive a discount of 30% off of the standard tuition then in effect. For purposes of determining the applicable discount, your weeks of training will be cumulative for the term of the Agreement, based on the total number of weeks of training that you have purchased for your service personnel in connection with all of your Equipment. Any training programs less than one week in length will be equivalent to one week of training applicable to discount schedule described.

Specification of training requirements will be solely at GE's discretion. GE reserves the right to delay initiation of Support pursuant to this Agreement, or convert this Agreement per the Conversion section of this Agreement, in the event your personnel do not promptly meet GE's training specifications.

In the event any of your service personnel you assign to perform service under this Agreement leave your employ or you assign new service personnel to perform service under this Agreement, you agree to promptly notify GE by placing a call to your local service manager or the GE OnLine Center through the InHouse Engineer Telephone Support line if you have selected Remote Services.

#### D. Replacement Parts

##### **1. SCOPE OF COVERAGE**

GE shall provide replacement parts ("Parts") for the repair and maintenance of the Equipment during the coverage term specified above (the "Coverage Term") and any renewal terms.

##### **2. PARTS ORDERS**

Parts orders may be placed through [www.gemedicalsystems.com](http://www.gemedicalsystems.com) twenty-four (24) hours per day, seven (7) days per week, or via telephone by calling 1-800-558-2040 between the hours of 7:00 AM and 3:00 AM (the following morning), US Central Time, Monday through Friday. Parts ordered by any Support Exhibit (Quantacare) to Schedule

other means will not be included in coverage and will be charged separately. For online orders, the then-current general terms and conditions governing use of gemedicalsystems.com (accessible via gemedicalsystems.com) are part of these terms and conditions and shall control in the event of any direct conflict with these terms and conditions. Shipping and handling charges and applicable taxes, if any, are additional, and shall be charged separately to you.

### **3. NON-INVENTORY PARTS**

Parts that are not on GE's inventory list at the time of GE's receipt of your order are not included in coverage. Such Parts are nonrefundable and not returnable and will be sold to you at GE's cost plus a handling fee of 3% or \$200, whichever is greater.

### **4. SHIPMENT; TITLE AND RISK OF LOSS**

Parts shall be shipped C.I.F. GE's shipping dock using "Next Day" standard delivery. If you request faster delivery, then GE shall charge additional shipping fees. Title and risk of ownership pass to you at C.I.F. point.

### **5. EXCHANGE OF PARTS**

GE may use new, used, or exchange parts to supply Parts. Parts identified as "exchange" ("Exchange Parts") are offered conditioned upon the return and transfer of title of a like failed item in usable and repairable condition to GE within fifteen (15) days after the date of GE's shipment of the Exchange Part. Failure to do so will result in additional charge outside of your coverage. If during a rolling one (1) year period you fail on three (3) occasions to return like exchange items in usable condition within ten (10) days after shipment of the Exchange Part, you will be disqualified from ordering further Exchange Parts.

### **6. PARTS RETURN POLICY**

Returns must be approved in advance by GE. Returns of GE Parts are subject to a restocking fee of either 15% (not to exceed \$1500) for unopened Parts or 30% (not to exceed \$3000) for opened-but-unused Parts. Returns of non-GE Parts are subject to a restocking fee of 25% for unopened Parts, and a restocking fee equal to the list price for opened-but-unused Parts, based on GE's price list as of the date on which you ordered the Part. Return packing, shipping, and other applicable charges are at your expense. GE may change the designation of any Part from returnable to non-returnable without notice. Acceptance of a return is conditioned on transfer of title in the returned Part to GE. Returns may be initiated by calling 1-800-558-2040 at any time during the applicable warranty period, provided that GE must receive the returned Part within thirty (30) days after the date of authorization of the return.

### **7. INCORRECT, "DOA" AND DAMAGED PARTS**

GE will reimburse you for return costs, including restocking fees, actually paid by you for any Part shipped to you because of GE's error or if the Part is determined to be non-functional ("DOA") upon installation. DOA Part returns must be accompanied by a replacement order for the same Part. If you receive a Part in damaged condition, you shall immediately notify the common carrier and GE.

### **8. EXCLUSIONS**

The coverage provided hereunder does not cover (a) any inspection, adjustment, repair, maintenance, site preparation, rigging, installation, relocation or related services with respect to any Part, Equipment or component or accessory thereof; (b) the cost of factory reconditioning, when in GE's opinion, it is necessary to have the Equipment rebuilt at the factory because repair or Parts replacement by GE cannot maintain the Equipment in satisfactory operating condition; (c) the inspection, adjustment, maintenance, repair, replacement, or substitution of the Equipment's magnet, and super conductive or resistive shim coils, or any associated magnetic field homogeneity adjustments; (d) supply of cryogenics and cryogenic service including without limitation cryogen recharge and replacement; (e) accessory or supply items; or (f) replacement or substitution of the Equipment or any Part or component of the Equipment required due to loss of, damage to, or a failure of all or any part of the Equipment which results in whole or part, from (i) improper storage or handling of the Equipment by anyone other than GE; (ii) your failure to prepare the site or to provide the requisite power or operating environment in compliance with any applicable instructions per recommendations of GE or the applicable manufacturer; (iii) absence of any products, component or accessory recommended by GE but omitted at your direction; (iv) any alteration of the Part or Equipment by anyone other than GE or the applicable manufacturer; (v) combining the Equipment with any product furnished by others; (vi) interference with the magnetic or radio frequency fields of the Equipment due to a condition or cause outside the Equipment as furnished by GE; (vii) improper or extraordinary use of the Equipment by anyone other than GE, improper maintenance of the Equipment by anyone other than GE, or failure of anyone other than GE to comply with applicable instructions or recommendations of GE; (viii) improper cryogen levels, cryogen material, or Equipment fitting procedures; (ix) fire, lightning, water, tornado, windstorm, hail, earthquake, explosion, smoke, aircraft, motor vehicle, collapse of building, strike, riot, vandalism, power failure or fluctuations, or air conditioning failure; (x) fair wear and tear with respect to consumables such as table pads, covers, etc.; or (xi) the negligence of you or any person under its control.

### **9. FORCE MAJEURE**

GE shall not be liable for any Parts failure or any failure to perform its obligations hereunder to the extent such failure results from a cause beyond its reasonable control, including, but not limited to, damage, delay, or loss of a Part by a common carrier.

### **10. MODIFICATIONS AND IMPROPER INSTALLATIONS**

Modifications to any Part and/or failure to install any Part in accordance with written instructions provided by GE may significantly affect the Part's or the Equipment's performance or conformance to GE's applicable specifications. Any modification, unless performed or expressly authorized in writing by GE, and/or any failure to install any Part in accordance with written instructions provided by GE will void GE's warranty for such Part, effective on the date of such modification and/or failure to install the Part in accordance with GE's written instructions.

### **11. LIMITED WARRANTIES AND DISCLAIMER**

Warranties, if any, for Parts are specified in separate warranty form(s) referenced above. No warranty is furnished for anything excluded from the warranty form(s). Except as set forth in the separate warranty form(s) referenced above, all Parts are provided AS IS. NO IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION, OR DATA ACCURACY APPLIES TO ANY PART, ITEM OR SERVICE PROVIDED BY GE.

### **12. LIMITATIONS OF REMEDIES AND DAMAGES**

GE'S TOTAL LIABILITY, AND CUSTOMER'S EXCLUSIVE REMEDY IN CONNECTION WITH THE FULL PARTS COVERAGE, IS LIMITED TO THE LIST PRICE OF THE PART GIVING RISE TO THE CLAIM, BASED ON GE'S PRICE LIST AS OF THE DATE ON WHICH CUSTOMER ORDERED THE PART. NEITHER GE NOR CUSTOMER SHALL HAVE ANY LIABILITY TO THE OTHER FOR PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE. You will be barred from any remedy unless you give GE prompt written notice of the non-conformity or defect. This is a commercial transaction. Any action related to this Agreement shall be based solely on

commercial law principles. NEITHER PARTY SHALL HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER ARISING FROM THIS AGREEMENT OR THE TRANSACTIONS OCCURRING PURSUANT HERETO. This limitation does not apply to third-party claims for personal injury caused by a party's negligence.

### 13. RESTRICTIONS ON USE OF PARTS

You shall not resell Parts to any person or entity. In addition, you agree that you shall not purchase Parts hereunder for use in connection with equipment or modalities for which you have not purchased coverage, including, without limitation, any equipment which you acquire after the date of the Schedule which is of the same type or modality as the Equipment. You agree that in the event GE determines, in its reasonable discretion, that your purchases of any Parts under this Agreement significantly exceed the quantities of parts purchased by other GE customers with respect to similar equipment, then GE and you shall meet to discuss in good faith your purchasing patterns to identify any Equipment- or training-related issues causing the excessive purchases. If such issues are not resolved to GE's reasonable satisfaction, then GE may terminate full parts coverage hereunder.

#### E. Corrective Service

Corrective Service on the Equipment will be provided as follows:

Your Obligations: You will provide initial Corrective Service with trained service personnel you assign, who will attempt to provide all Corrective Service for each item of Equipment. In the event that you cannot provide trained service personnel for a particular item of equipment, the equipment will not be eligible for In-House Choice coverage. In the event an item of Equipment is included in In-House Choice coverage and the trained personnel for that item of Equipment should leave your employment or otherwise lose eligibility, the covered item of Equipment shall be changed to full service coverage and Normal Fixed Charges adjusted accordingly. At your discretion, your trained service personnel may request assistance from GE. For each call you place to GE (whether for parts, service or any other reason), you agree to call the GE OnLine Center to receive technical support from a GE support engineer or GE CARES to initiate a service call.

GE performance of Corrective Service: If the Corrective Service that you initially provide does not correct the problem, upon your request GE will provide Corrective Service during Coverage Hours. Such Corrective Service, including labor and travel time, shall be charged against the Block of Hours if selected and specified on Schedule A, and shall include labor and travel time. In the event GE provides Corrective Service outside of the standard Coverage Hours, defined as Monday through Friday, 8:00 a.m.-5:00p.m. local time, such Corrective Service shall be charged against the Block of Hours at a rate of 1.5 hours per hour of Corrective Service. If Corrective Service is required on a Sunday or GE holiday, Corrective Service shall be charged against the Block of Hours at a rate of 2.0 hours per hour of Corrective Service. You will provide all assistance reasonably requested by GE.

If no Block of Hours is selected and specified on Schedule A, or if the selected Block of Hours has been exhausted, the following charges will apply:

For Corrective Service provided during GE's standard coverage hours (8:00 a.m. to 5:00 p.m., local time, Monday through Friday), you will be charged an hourly rate equal to GE's then-current 1st rate for overtime hourly service for contract customers ("Standard Rate");

For Corrective service provided outside of GE's standard coverage hours, but not on Sunday or a GE holiday, you will be charged an hourly rate equal to 1.5 times GE's then-current Standard Rate; and

For Corrective Service provided at anytime on a Sunday or GE holiday, you will be charged an hourly rate equal to 2 times GE's then-current Standard Rate.

If GE determines that on-site Corrective Service is necessary, GE will arrive on-site within 6 hours of the determination that on-site service is required.

#### F. iCenter™ SUBSCRIPTION

iCenter™ provides you personalized information and updates via an intranet/internet portal. It keeps you updated on the status of your designated GE diagnostic imaging systems and provides you productivity, utilization, benchmarking and education information designed to enhance your efficiency and competitiveness.

You receive the following information through one single web site, accessible on a PC.

- Regular updates of change in status on your designated GE diagnostic imaging systems ("Your Systems")
- Rolling 3 month service history for Your Systems
- Uptime history for your modality
- Industry news and updates
- Decision support system that helps improve your work flow and competitiveness
- Educational and training information

iCenter™ includes the following 4 types of information for Your Systems

##### 1. Equipment Management

- Availability: View systems that are up, partially, up or down.
- Status: Get details on down systems.
- History: Drilldown to a 3-month rolling dispatch history.

##### 2. Administrative Solutions

- Dashboard: View departmental uptime by modality
- Contact GE: Send tailored applications or service inquiry on-line direct to GE support.
- Service Monitor: Contract Billing Information in terms of OT hours and time and material used, PM Schedules.
- Resources: Upgrade optimizer, industry news and links, on-line ordering for accessories and parts.

##### 3. Learning Solutions

- Online courses as selected per year and tracking of credit hours.
- Application database: Access to the entire database of applications information and problem solutions that is currently available from.

##### 4. Decision Support - ScanPATH

- Reports on Your Systems utilization, scheduling, and study type.

Buy-up options are available for many iCenter™ features.

### iCenter™ Specific Terms and Conditions

#### Subscription

GE will provide you a subscription to the selected iCenter™ offering ("Information"), and such Information will be available to you through your iCenter web site ("iCenter™ Site"). The Information for the Equipment Management includes information derived from GE service records of Your Systems.

The subscription allows you to receive Information for Your Systems. You may buy-up the number of GE diagnostic imaging systems at any time, but may not replace the systems except on the annual anniversary of your iCenter™ subscription.

During the term of your subscription, you are granted a limited, non-exclusive, non-transferable right to search, retrieve, display, download, print and use the Information solely at the Site for internal business use only. Access to the iCenter™ Site will be controlled by user ID and password or other security process as defined by GE.

Except as expressly permitted above, you will not (i) de-compile or reverse engineer any of the associated software and other content and materials related to iCenter™ or the Information ("Related Materials"); (ii) sell, sub-license, distribute, or commercially exploit iCenter™, the Information, or the Related Materials; (iii) make the Information, iCenter™ or any of the Related Materials available publicly through any means or media; or (iv) modify, publish, transmit, participate in the license, transfer, or sale of, reproduce, create derivative works from, distribute, perform, display, or in anyway exploit iCenter™, the Information, or any of the Related Materials, in whole or in part, without the prior written consent of GE.

Any special modifications to the Information or iCenter™ you request and which GE agrees to perform may be accompanied by additional fees as determined by GE, and approved in writing by you, prior to initiation of such modification. The charge for such services rendered will be in accordance with GE's standard rates and policies then in effect for such services.

GE reserves the right to upgrade, modify, replace or delete portions of the iCenter™ technology, structure, Information and/or other Related Materials at any time during the Term.

#### Ownership

The rights granted to you under this subscription will not affect the exclusive ownership by GE of any trademarks, copyrights, patents, or applicable intellectual property law rights that pertain to Information provided to you.

#### Copyright

The iCenter™, Information, and Related Materials are the property of GE and are protected by the copyright and other intellectual property laws of the United States and by applicable international treaties. No rights are transferred to you by virtue of this subscription except as specifically provided in this subscription. All rights with regard to the Information are reserved to GE. You agree to abide by all copyright notices, information, or restrictions.

#### Third Party Contents and Links

GE may provide through iCenter™ third party content or links to third party content. GE is not responsible for this content and may remove such content at any time. The terms and conditions for use of such content, including privacy policies applicable to such content, is determined solely by the third party, and not by GE.

#### Your Additional Responsibilities

##### You will:

Provide all assistance reasonably requested by GE or its agents to assist in gathering data from Your Systems or other equipment or systems, and use commercially reasonable efforts to provide accurate and complete data where any data is provided by you.

Provide and maintain a dedicated connection to Your Systems to allow GE to access Your Systems remotely through a dedicated telephone line at all times.

Comply with the requirements of any implementation guidelines, security procedures or other instructions provided by GE, including any requirements to have access to any commercially available software, media player or other technology reasonably necessary for access to or use of iCenter™.

Pay a fee to GE based on your selected buy-up options provided by GE, with such fees set in accordance with GE's standard rates and policies then in effect for such services.

Use the iCenter™, Information and Related Materials solely in accordance with this subscription agreement and in accordance with applicable law.

Not rely on the iCenter™, Information or Related Materials in your preparation of any reimbursement claim, cost-report or similar reports.

Recognize that all clinical and medical diagnostic decisions are the responsibility of your professional health care providers. The iCenter™, Information and Related Materials are no substitute for their professional judgment and GE disclaims all responsibility for your clinical and medical diagnostic evaluations and decisions.

Not add or link to the iCenter™ Site any content or links which infringe the trademark, copyright, patent or other rights of any third party.

#### GE's Additional Responsibilities

##### GE will:

Provide you access to and use of the iCenter™, Information and Related Materials during the subscription.

Use commercially reasonable efforts to make available during your business hours the iCenter™, Information and Related Materials.

Use commercially reasonable efforts to gather applicable data from Your Systems, equipment or other systems.

Support Exhibit (Quantacare) to Schedule

Provide the iCenter™, Information and Related Materials solely in accordance with this subscription and in accordance with applicable law.

Notify you of new buy-up options available through iCenter™.

Limited Warranties

GE EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE iCenter™, INFORMATION AND RELATED MATERIALS, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE. DUE TO THE NUMBER OF SOURCES FROM WHICH INFORMATION IS OR WILL BE OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES. THE iCenter™, INFORMATION AND RELATED MATERIALS COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAY NOT BE AVAILABLE WITHOUT INTERRUPTION.

Training

At your request, GE or its agent will provide "train the trainer" sessions to enable your staff to conduct training on the use of the iCenter™, Information and Related Materials. Charges for such training will be in accordance with the prevailing rates then in effect for such services.

**G. iLinq**

For iLinq-capable Equipment, GEMS will provide Customer with the iLinq on-demand support tool on your iLinq-capable Equipment at no additional charge. iLinq requires a modem, broadband or other compatible service telecommunications connection to the Equipment. All connection costs, whether phone line, hardware, network or otherwise, are your responsibility. A modem is included with iLinq-capable Equipment.



## Glossary

**"Block of Overtime ("OT") Hours"** means labor and travel hours pre-purchased at a discounted rate to be used in the specified contract year for Support incurred outside of Coverage Hours. Unused OT Hours expire at the end of the contract year for which they were purchased.

**"Corrective Service"** means unscheduled repair service on Covered Components of the Equipment.

**"Coverage Hours"** means the specific hours and days GE will provide Support under the Support Exhibit.

**"Equipment"** means the hardware identified in the Schedule and all GE additions, modifications, substitutions, and replacements of the hardware.

**"FE Coverage Weekdays"** means the Coverage Hours on weekdays (except GE Holidays) during which onsite labor for Corrective Service is included under this Support Exhibit. Corrective Service provided outside Coverage Hours on weekdays is billed at standard contract overtime rates or may be charged against a Block of OT Hours (if applicable).

**"FE Coverage Weekends and Holidays"** means the Coverage Hours on weekends and GE holidays during which onsite labor for Corrective Service is included under this Support Exhibit. Corrective Service provided outside of Coverage Hours on weekends and holidays is billed at standard contract overtime rates or may be charged against a Block of OT Hours (if applicable).

**"FE Onsite Response"** means the typical response time from your initial call for Corrective Service to FE arrival at the Site to begin servicing the Equipment. If you request faster response, GE will charge an expediting fee.

**"iLinq"** means a communication tool that resides on the Equipment operator console. This tool provides the following features: (i) Contact GE, which provides a direct link to GE via an interface on the operator console for you to request Support and for GE to respond; (ii) Messaging, which provides a status report and historic log of your Contact GE requests and allows GE to send information to your operator console; and (iii) The Applications Wizard, which provides the capability to search the GE database for applications information and guidance related to the Equipment.

**"InSite"** means GE's proprietary remote OnLine Center call support or dial-up remote diagnostic troubleshooting capability available on certain Equipment models.

**"InSite Coverage Hours"** means the hours and days you select for InSite coverage. InSite Support provided outside Insite Coverage Hours will be billed at applicable contract overtime rates.

**"InSite Response Time"** means the typical response time from your initial call to phone response by a GE engineer located at the OnLine Center to begin servicing your call. If you request faster response, GE will charge an expediting fee.

**"Normal Fixed Charges"** means the amount of the periodic payments for Support, as specified in the Schedule. They do not include additional charges for services or other items not covered by the Support Exhibit but requested by you or any variable charges.

**"OnLine Center"** means GE's central facility from which Support is provided.

**"Parts Delivery Time"** means the typical time from the part order to delivery of the part to the Site. If you request faster delivery, GE will charge an expediting fee.

**"Planned Maintenance Inspection ("PM")"** means an inspection of the Equipment performed at a mutually agreeable time during the Coverage Hours in accordance with GE's Equipment specifications at intervals recommended by GE.

**"PM Weekday Execution"** means Coverage Hours agreed to between you and GE during which PMs will be performed on weekdays (not including GE holidays).

**"PM Weekend and Holiday Execution"** means Coverage Hours agreed to between you and GE during which PMs will be performed on weekends and holidays.

**"Replacement Parts"** means replacement parts required to repair or maintain Equipment. Replacement Parts may be provided on a new or exchange (refurbished) basis. Functionally equivalent used parts may also be used when necessary to maintain the operation of the Equipment. Parts that are replaced become GE property and are removed from the Site.

**"Site"** means the specific geographic location where the Equipment is located for patient care.

**"Support"** means maintenance, repair, productivity, and other services, as well as software, hardware, and other items, described on the Support Exhibit and Schedule.

**"Total Fixed Charges"** means the total fixed amount to be paid under this Support Exhibit for Support. It does not include additional charges for services and other items not covered by this Support Exhibit but requested by you or any variable charges.



**GE Healthcare Financial Services**

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## **AMENDMENT TO MASTER LEASE AGREEMENT**

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This Amendment is made effective as of the 5th day of April, 2004, by and between General Electric Company, d/b/a GE Healthcare Financial Services (herein "GE"), and Norwich Radiology Group, P.C. (the "Lessee").

WHEREAS, GE and Lessee entered into a Master Lease Agreement dated as of November 15, 2001 (the "Agreement"); and

WHEREAS, GE and Lessee desire to amend the Agreement as provided below.

NOW, THEREFORE, the parties agree as follows:

1. Section 7 of the Agreement is hereby amended and restated in its entirety, as to any and all Schedules entered into on or after the date hereof, as follows:

**7. INSURANCE:** Lessee agrees at its own expense, to keep the Equipment insured with companies acceptable to Lessor for such amounts and against such hazards as Lessor may require, including, but not limited to, all risk physical damage insurance for the Equipment itself, with losses under the policies payable to Lessor or its assigns, if any, and liability coverage for personal injuries, death and/or property damages on terms satisfactory to Lessor. Lessor and/or its officers, agents, employees and/or successors and/or assigns shall be named as an additional insured under all such insurance policies with loss payable clauses under said policies payable in Lessor's favor, as Lessor's interest may appear. Said Equipment shall be insured for not less than its Stipulated Loss Value (see Schedule) or such other amount as Lessor shall specify. Said liability insurance shall be in an amount of not less than two million dollars (\$2,000,000.00) or such other amount as Lessor shall specify. Lessee hereby appoints Lessor as its attorney-in-fact to make proof of loss and claims for insurance and to make adjustments with insurers and to receive payment of and execute or endorse all documents, checks or drafts in connection with payments made with respect to the insurance policies. Lessee may not make adjustments with insurers except with Lessor's prior written consent. The policies will provide that the insurance may not be altered or canceled by the insurer until after thirty days written notice to Lessor. In the event of damage to or loss, secretion, destruction or theft of the Equipment, or any portion of the Equipment, whether in whole or in part, Lessee will pay to Lessor the Stipulated Loss Value of all Equipment, or of the portion of the

Equipment affected if the value and use of the remainder of the Equipment are not affected at the time of such occurrence (except the extent that Lessor indefeasibly receives proceeds of insurance covering such Equipment). Lessor may, at Lessor's option, apply proceeds of insurance, in whole or in part, (i) to repair or comparably replace the Equipment or any portion of it or, (ii) to satisfy any of Lessee's obligations pursuant to this Agreement or a Schedule.

2. All terms not otherwise defined in this Amendment shall have the meanings given to them in the Agreement.

3. Except as stated above, all other terms of the Agreement remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed by their authorized representatives.

**GENERAL ELECTRIC COMPANY, d/b/a  
GE Healthcare Financial Services**

By: *[Signature]*

Its: Duly Authorized Signatory

Norwich Radiology Group, P.C.

By: *Ajay I. Dalal*

Its: *Owner*

*Norwich Radiology Group P.C.  
12/8/04.*



GE Healthcare Financial Services

## Landlord's Waiver and Consent

This Landlord's Waiver and Consent (the "Agreement") is entered into among Norwich Radiology Group, P.C. (whether one or more, "Customer") General Electric Capital Corporation with offices at 20225 Watertown Boulevard, Suite 300, Brookfield, Wisconsin 53045 ("GE") and Riverview Park LLC ("Landlord"). Customer and GE have entered into, or are about to enter into a lease or security agreement (the "Financing Agreement") whereby GE has acquired or will acquire an ownership or security interest in certain equipment or other property (the "Collateral") as further described in the Financing Agreement or in schedules thereto. Some or all of the Collateral may be affixed or otherwise become located on the premises located at 30 Kennedy Drive, Putnam, CT 06260 ("Premises"). To induce GE to enter into the Financing Agreement and extend a loan, lease, or other financial accommodation to Customer against such ownership or security interest in the Collateral and for other valuable consideration, Landlord hereby agrees with GE and Customer as follows:

1. **Landlord.** The term "Landlord" is used for convenience purposes only. Landlord's interest in the Premises may be that of a fee owner, lessor, sublessor, mortgagee, deed of trust beneficiary, or lienholder, or that of any other holder of an interest in the Premises that may be, or may become, prior to the interest of GE.
2. **Disclaimer of Interest.** Landlord hereby consents to GE's security or ownership interest in the Collateral and disclaims all interests, liens and claims which Landlord now has or may hereafter acquire in the Collateral and agrees not to distraint or levy upon the Collateral for any reason. Landlord agrees that any lien or claim it may now have or may hereafter have in the Collateral will be subject and subordinate at all times to GE's interest in or to the Collateral and such Collateral will not be deemed a fixture but shall at all times be considered personal property.
3. **Entry Onto Premises.** Landlord and Customer grant to GE the right to enter upon the Premises and use all of the Premises' facilities for the purpose of removing the Collateral. If GE enters onto the Premises and removes the Collateral, GE will repair any damage to the Premises caused by removal of the Collateral (ordinary wear and tear excluded), and provided that such damages were caused by the negligence or willful misconduct of GE or its representatives. GE shall not be required to restore the Premises to its original condition. Landlord shall seek sole recourse against Customer for such obligation to restore the Premises. To the extent Landlord is exercising rights of eviction against the Customer, Landlord will provide GE prompt notice of such action at the address above and provide GE the opportunity to remove the Collateral.
4. **Miscellaneous Provisions.** This Agreement shall extend to and bind the respective heirs, personal representatives, successors and assigns of the parties to this Agreement. The covenants of Customer and Landlord respecting subordination of the claim or claims of Landlord in favor of GE shall extend to, include, and be enforceable by any transferee or endorsee to whom GE may transfer any interest in the Financing Agreement or any claim or claims to which this Agreement shall apply. GE need not accept this Agreement in writing or otherwise to make it effective. This Agreement shall be governed by and construed in accordance with the laws of the jurisdiction where the Premises are located. If Landlord is other than an individual, any agent or other person executing this Agreement on behalf of Landlord represents and warrants to GE that he or she has full power and authority to execute this Agreement on Landlord's behalf. GE shall not be deemed to have waived any rights under this Agreement unless such waiver is in writing and signed by GE. No delay or omission on the part of GE in exercising any right shall operate as a waiver of such right or any other right. A waiver by GE of a provision of this Agreement shall not constitute a waiver of or prejudice GE's right otherwise to demand strict compliance with that provision or any other provision. Whenever consent by GE is required in this Agreement, the granting of such consent by GE in any one instance shall not constitute continuing consent to subsequent instances where such consent is required.

Dated this 8<sup>th</sup> day of Dec, 2004.

Customer

Landlord

By: @jay I DalalBy: [Signature]Its: OWNERIts: managing member

General Electric Capital Corporation

By: [Signature]Its: Duly Authorized Signatory

Norwich Radiology Group P.C.

## Tax Responsibility Letter

To: Dr. A. Dalal

Account Number: 8533252-001

From: GE Healthcare Financial Services Tax Department  
W-490  
P.O. Box 414  
Milwaukee, WI 53201

We are writing this letter to reiterate your tax responsibility as contractually provided for in the "Taxes" clause of the lease or sales agreement that you have recently signed. Please be aware that your agreement states that you will be responsible for the payment of all taxes, except for those taxes imposed upon or measured by our net income, that are assessed to GE relating to the equipment. This may or may not include property taxes, sales and use taxes, and sales and use taxes on property taxes. This letter addresses questions and issues often raised concerning these taxes:

### Property Tax:

Property taxes are assessed based on the equipment location on the assessment date. Each state determines its own assessment date based on its budget year. It is your responsibility to keep our office informed if the leased equipment is moved. You may contact the Tax Department at 1-800-225-7480 with the date of the move, as well as the complete address location of the equipment. Please take a moment now and review the address below to determine if the equipment location is correct:

35 Kennedy Drive, Putnam, CT 06260

In the event of any discrepancies, please contact the Tax Department at the above phone number.

If you believe that you are exempt from paying property taxes, please provide the Tax Department with a copy of your exemption certificate or statute citation. However, please note that this certificate may or may not exempt you from paying the property tax on the equipment. Some jurisdictions do not accept a "flow through" exemption. This means that the jurisdiction will look to GE for payment regardless of the exemption status of the lessee. However, as indicated previously, taxes are ultimately the responsibility of you, the lessee. Please contact the Tax Department for further information on your specific situation.

☐ Please check here if property tax exemption status is applicable.

### Sales & Use Tax on Property Tax:

In some states, Sales & Use Tax is required to be assessed on the property tax billing. This is due to the "gross receipts" factor of the state law. Essentially, it means that property tax is considered part of the gross receipts of the lease and a part of the lease payment.

**Sales & Use Tax:**

We are also required in various states to collect a Sales or Use tax on our leases and installment sale agreements. If you are exempt from the Sales or Use tax, and have already provided a copy of your exemption certificate to our office, please check the box below, otherwise include a copy of the certificate with this letter.

- ☐ Please check here if Sales or Use tax exemption status is applicable.
- ☐ If tax exempt please include a copy of the Sales or Use tax exemption certificate.

**Please sign the attached acknowledgement indicating that you have read and understand your tax responsibilities. Also, please return a copy of the signed acknowledgement in the enclosed self-addressed stamped envelope to the Tax Department. Note that failure to provide us with requested tax information may jeopardize your ability to dispute any tax assessed relating to the equipment.**

We, in the Tax Department, would like to welcome you as a new customer of GE Healthcare Financial Services. We shall be pleased to answer any tax questions regarding your lease or sales agreement. You may reach us by dialing 1-800-225 7480.

**Norwich Radiology Group, P.C.**

\_\_\_\_\_  
Customer's Signature

\_\_\_\_\_  
Authorized Name (Please Print) Phone Number

\_\_\_\_\_  
Title (Please Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Delivery E-Mail Address for your Facility

\_\_\_\_\_  
Your E-Mail Address

## Exhibit B

**STATE OF CONNECTICUT**  
**Department of Public Health**

**LICENSE**

**License No. 0043**

**General Hospital**

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

Day Kimball Hospital of Putnam, CT, d/b/a Day Kimball Hospital is hereby licensed to maintain and operate a General Hospital.

**Day Kimball Hospital** is located at 320 Pomfret Street, Putnam, CT 06260

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

18 Bassinets

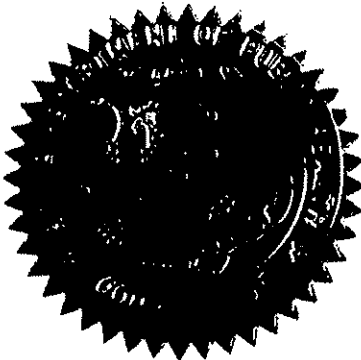
104 General Hospital beds

This license expires **September 30, 2011** and may be revoked for cause at any time.

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

**Satellites:**

Plainfield Medical Building, 31 Dow Road, Plainfield, CT  
Thompson Medical Building, 415 Riverside Drive, Thompson, 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*

May 12, 2010

Facsimile Only

Robert E. Smanik, FACHE  
President & Chief Executive Officer  
Day Kimball Hospital  
320 Pomfret Avenue  
Putnam, CT 06260

Re: Letter of Intent; Docket Number: 10-31602  
Day Kimball Hospital  
Acquisition of an MRI Scanner from Norwich Radiology Group, P.C.

Dear Mr. Smanik,

On April 23, 2010 the Office of Health Care Access ("OHCA") received the Letter of Intent ("LOI") Form of Day Kimball Hospital ("Applicant") for acquisition of an MRI Scanner from Norwich Radiology Group, P.C., with a total capital expenditure of \$225,000.

A notice to the public regarding OHCA's receipt of a LOI was published in *The Norwich Bulletin* pursuant to Section 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", with a stylized flourish at the end.

Kimberly R. Martone  
Director of Operations

KRM:lmg



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

May 12, 2010

Requisition # 31366

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 **Friday, May 14, 2010**.

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

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

If there are any questions regarding this legal notice, please contact Steven Lazarus or Brian Carney at 418-7001.

KINDLY RENDER BILL IN DUPLICATE ATTACHED TO THE TEAR SHEET.

Sincerely,

A handwritten signature in cursive script, reading "Kim Martone", written over a horizontal line.

Kimberly R. Martone  
Director of Operations

Attachment

KRM:SWL:BC:lmg

c: Danielle Pare, DPH

**PLEASE INSERT THE FOLLOWING:**

Statute Reference:	19a-639
Applicant:	Day Kimball Hospital
Town:	Putnam
Docket Number:	10-31602-LOI
Proposal:	Acquisition of an MRI Scanner from Norwich Radiology Group, P.C.
Capital Expenditure:	\$225,000

The Applicant may file its Certificate of Need application between June 22, 2010 and August 21, 2010. Interested persons are invited to submit written comments to Cristine A. Vogel, Deputy Commissioner Office of Health Care Access, Division of Department of Public Health, 410 Capitol Avenue, MS13HCA, P.O. Box 340308 Hartford, CT 06134-0308.

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

\*\*\*\*\*  
\*\*\* TX REPORT \*\*\*  
\*\*\*\*\*

TRANSMISSION OK

TX/RX NO 1581  
RECIPIENT ADDRESS 98609636341  
DESTINATION ID  
ST. TIME 05/12 16:13  
TIME USE 00'31  
PAGES SENT 4  
RESULT OK



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

FAX SHEET

TO: ROBERT E. SMANIK

FAX: (860) 963-6341

AGENCY: DAY KIMBALL HOSPITAL

FROM: STEVEN LAZARUS

DATE: 5/12/10 TIME: \_\_\_\_\_

NUMBER OF PAGES: 4  
*(including transmittal sheet)*

Comments: Docket 10-31602

**PLEASE PHONE IF THERE ARE ANY TRANSMISSION PROBLEMS.**

**Greer, Leslie**

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**From:** Ads [ads@graystoneadv.com]  
**Sent:** Wednesday, May 12, 2010 3:54 PM  
**To:** Greer, Leslie  
**Subject:** Re: Legal Ad 10-31602

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 5/12/10 3:55 PM, "Greer, Leslie" <Leslie.Greer@ct.gov> wrote:

To Whom It May Concern,  
Please run the attached Legal Ad in The Norwich Bulletin by 5/14/10. For billing refer to requisition 31366, if you have any questions feel free to call me.

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



Please consider the environment before printing this message

**Greer, Leslie**

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**From:** Laurie [Laurie@graystoneadv.com]  
**Sent:** Thursday, May 13, 2010 1:05 PM  
**To:** Greer, Leslie  
**Subject:** FW: Legal Ad 10-31602  
**Attachments:** 10-31602 Norwich Bulletin.doc

Your legal notice is all set to run as follows:

Norwich Bulletin, 5/14 issue - \$210.55

Thanks,  
Laurie Miller

Graystone Group Advertising  
2710 North Ave., Ste 200, Bridgeport, CT 06604  
Ph: 203-549-0060, Fax: 203-549-0061  
email: [laurie@graystoneadv.com](mailto:laurie@graystoneadv.com)  
[www.graystoneadv.com](http://www.graystoneadv.com)

----- Forwarded Message


**From:** "Greer, Leslie" <Leslie.Greer@ct.gov>  
**Date:** Wed, 12 May 2010 15:55:08 -0400  
**To:** 'ads' <ads@graystoneadv.com>  
**Conversation:** Legal Ad 10-31602  
**Subject:** Legal Ad 10-31602

To Whom It May Concern,

Please run the attached Legal Ad in The Norwich Bulletin by 5/14/10. For billing refer to requisition 31366, if you have any questions feel free to call me.

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

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----- End of Forwarded Message

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5/13/2010