



North Carolina Department of Health and Human Services  
Division of Health Service Regulation

Pat McCrory  
Governor

Aldona Z. Wos, M.D.  
Ambassador (Ret.)  
Secretary DHHS

Drexdal Pratt  
Division Director

September 13, 2013

Jeffrey Shovelin, Director of Corporate Planning  
Vidant Health  
Post Office Box 2068  
Greenville, North Carolina 27835-6028

**Exempt from Review - Replacement Equipment**

Facility or Business: Vidant Medical Center  
Project Description: Replace CT Scanner and CT Simulator at the Leo Jenkins Cancer Center  
County: Pitt  
FID #: 933410

Dear Mr. Shovelin:

In response to your letter of August 14, 2013, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the GE Optima CT580 16 Slice CT Simulator to replace the existing Siemens SimView CT Scanner. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Section with the serial number of the new equipment to update the inventory, if not already provided.

Moreover, you need to contact the Acute and Home Care Licensure and Certification Section and the Construction Section to determine if they have any requirements for development of the proposed project.

It should be noted that this Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

**Certificate of Need Section**

[www.ncdhhs.gov](http://www.ncdhhs.gov)

Telephone: 919-855-3873 • Fax: 919-733-8139

Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603

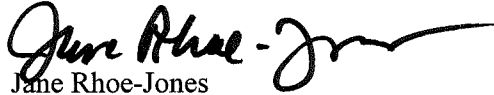
Mailing Address: 2704 Mail Service Center • Raleigh, NC 27699-2704

An Equal Opportunity/ Affirmative Action Employer




Jeffrey Shovelin  
September 13, 2013  
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Sincerely,



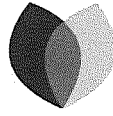
Jane Rhoe-Jones  
Project Analyst



Craig R. Smith, Chief  
Certificate of Need Section

cc: Acute and Home Care Licensure and Certification, DHSR  
Construction Section, DHSR  
Medical Facilities Planning Branch, DSHR

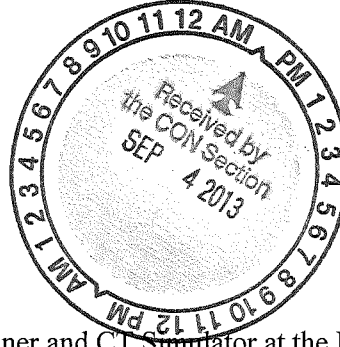
*True*



**VIDANT HEALTH™**

August 29, 2013

Ms. Jane Rhoe-Jones  
Certificate of Need Section  
Division of Health Service Regulation  
NC Department of Health and Human Services  
2704 Mail Service Center  
Raleigh, NC 27699-2704



RE: Request for "No Review" for Replacement CT Scanner and CT Simulator at the Leo Jenkins Cancer Center

Dear Ms. Rhoe-Jones:

NewCo Cancer Services, LLC (NewCo), a joint venture between Vidant Medical Center and ECU's Leo Jenkins Cancer Center, plans to replace an existing CT simulator with new equipment. NewCo believes that the proposed equipment replacement is not subject to review under North Carolina's Certificate of Need (CON) laws.

The proposed project includes the replacement of a Siemens SimView CT scanner with a GE Optima CT580 16 slice CT simulator (see Appendix A for vendor quotes and Appendix B for equipment comparison table and brochure). The equipment will be secured through accumulated reserves. The reason for this replacement is due to age and the need for upgraded technology to provide optimal care. Only minor renovations are needed for the existing CT simulator suite (See Appendix C for drawings and construction estimate). The total capital costs for the proposed replacement is estimated to be \$ 1,147,781 (see Appendix D for the Capital Cost Sheet). These costs include all expenses associated with the equipment and minor renovations. After the new scanner is operational, the existing equipment will be permanently removed from the facility and will no longer be exempt from CON law (see Appendix E for required documentation of equipment removal).

NewCo's proposed project meets the definition of replacement equipment found in G.S. 131E-176(22a). The total capital expenditure for the equipment is less than \$2,000,000 and the equipment being purchased is for the sole purpose of replacing comparable medical equipment. Since NewCo's proposal meets the definition of "replacement equipment", G.S. 131E-184(a)(7) exempts this project from review. Therefore, NewCo requests approval of a no review status for the proposed project.

If you require additional information or clarification, please contact me at (252)-847-3631.

Jeffrey Shovelin  
Director of Corporate Planning  
Vidant Health

# **Appendix A**

## **Vendor Quote**



Quotation Number: P7-C122705 V 16

NewCo Cancer Services  
600 Moye Blvd  
Greenville NC 27834-4300

Attn: Michele Miller  
600 Moye Blvd  
Greenville NC 27834

Date: 01-15-2013

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. GE Healthcare agrees to provide and Customer agrees to pay for the Products listed in this GE Healthcare Quotation ("Quotation"). "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

- 1) This Quotation that identifies the Product offerings purchased or licensed by Customer;
- 2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this Agreement in making their decisions to enter into this Agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties. Each party objects to any terms inconsistent with this Agreement proposed by either party unless agreed to in writing and signed by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of the Products, shall constitute an agreement by either party to any such terms.

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

- Terms of Delivery: FOB Destination
- Quotation Expiration Date: 02-01-2013
- Billing Terms: 80% delivery / 20% Installation
- Payment Terms: UPON RECEIPT
- Governing Agreement: None

Each party has caused this agreement to be signed by an authorized representative on the date set forth below. Please submit purchase orders to GE Healthcare  
3200 N. Grandview Blvd., Mail Code WT-897, Waukesha, WI 53188

GE HEALTHCARE

\_\_\_\_\_  
Kimberly Allen Date  
Vaso Healthcare - Authorized Manufacturer Rep  
24133 NC Hwy 24-27  
Albermarle, NC 28001  
US  
Phone: 704-983-2170  
Kimberly.Allen@ge.com

INDICATE FORM OF PAYMENT:

(If there is potential to finance with a lease transaction, GE HFS or otherwise, select lease.)

\_\_\_ Cash \* \_\_\_ Lease \_\_\_ HFS Loan

If financing please provide name of finance company below\*:

CUSTOMER

\_\_\_\_\_  
Authorized Customer Date

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
PO #

\_\_\_\_\_  
Desired Equipment First Use Date

GE Healthcare will use reasonable efforts to meet Customer's desired equipment first use date. The actual delivery date will be mutually agreed upon by the parties.

\*Selecting Cash or not identifying GE HFS as the finance company declines option for GE HFS financing.



Quotation Number: P7-C122705 V 16

Qty	Catalog No.	Description	Ext Sell Price
1	S7886ET	<p><b>Optima CT580 16 slice CT Simulator</b>  <b>Optima CT580 RT - 16</b></p> <p>The Optima CT580 RT** is an advanced CT simulator designed specifically for the needs of radiation oncology. The system provides the image quality needed for conformal therapy, IMRT and precision radiation therapy treatments. It also delivers optimized workflow needed for efficient throughput and integration with treatment planning systems.</p> <p>The Optima CT580 RT has numerous upgrade options to expand your oncology practice for the future, including 4D respiratory gating, higher tube power for obese patients, advanced applications and interventional CT procedures.</p> <p>And, of course, you can combine the Optima CT580 RT with GE's exclusive AdvantageSim MD radiation therapy simulation application* for advanced auto-segmentation, multi-modality (CT, PET/CT, MR), and 4D treatment planning.</p> <p>* Option ** Optima CT580 RT is a configuration of Optima CT580</p> <p>System Components:</p> <ul style="list-style-type: none"> <li>• Gantry: Advanced slip ring design continuously rotates the generator, Performix(TM) Pro VCT 100 tube, Matrix II detector and Volara digital data acquisition system around the patient. - Aperture: 80 cm - Maximum SFOV: 50 cm - Maximum DFOV: 65 cm - Rotational Speeds: 360 degrees in (0.5, 0.6, 0.7-optional) 0.8, 0.9, 1.0, 2.0, 3.0 and 4.0 seconds - Tilt: +/- 30 degrees - Remote tilt from operator's console - Integrated breathing lights and countdown timer - Integrated start scan button with countdown timer to indicate when x-ray will turn on</li> <li>• X-ray Tube: Performix(TM) Pro VCT 100 metal-ceramic tube unit offers an optimized design for exams requiring a large number of scans without tube cooling such as 4D studies. Performix(TM) Pro VCT 100 tube allows 8.0 MHU of storage and capability of 53kW (100kW optional) at 140kV operation. - Wide range of technique (10mA to 440mA, 800mA optional in 5mA increments) gives flexibility to tailor protocols to specific patient needs, while optimizing patient dose.</li> <li>• High Voltage Generator: High Frequency on-board generator allows for continuous operation during scan. - 53 kw (100 kW-optional) Output Power - kV: 80, 100, 120, 140 kV - mA: 10 to 440 mA (800 mA-optional), 5 mA increments</li> </ul>	\$426,780.00



Quotation Number: P7-C122705 V 16

Qty	Catalog No.	Description	Ext Sell Price
		<ul style="list-style-type: none"> <li>Table: VT 1700 standard, 500 lb max; High Capacity Table, 650 lb max-Optional</li> </ul> <p>Internal Laser Lights: - Defined internal and external scan planes to +/- 1mm 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> <p>HiLight Matrix II Detector: The HiLight Matrix II detector was designed to deliver consistent image quality with its 21,888 individual elements: 1.25mm effective cell size in Z at ISO center - Outer 8 rows, 0.625mm effective cell size in Z at ISO center - Inner 16 rows.</p> <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. - 12,288 available input channels - 1968Hz maximum sample rate - Effective analog to digital conversion range greater than 8,000,000:1</p> <p>Operator Console: Compact and integrated industrial design console - 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. Xstream(TM) FX, the next evolution of GE's workflow platform is built on the LINUX operating system and can deliver the fast network transfer rates of 10fps as optional. The 19-inch 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> <p>Image Networking: Exams can be selected and moved between the Optima CT580 RT System and any imaging system supporting the DICOM 3.0 protocol for network send, receive and pull/inquiry. - Standard Auto-configuring Ethernet - Direct Network Connection - Supports 1GB or 10/100 BaseT - Supported Protocols - DICOM 3.0 Network - Advantage Net - InSite Point-to-Point - TCP/IP (for System Administration)</p> <p>DICOM Conformance Standards: - 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) - DICOM 3.0 Print</p>	

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Quotation Number: P7-C122705 V 16

Qty	Catalog No.	Description	Ext Sell Price
		<p>Scan Modes: The Optima CT580 RT system can perform virtually any clinical application due to its wide variety of scan modes. Helical scan mode offers continuous 360-degrees 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: Reference helical protocols allow for fast and efficient patient set up.</p> <p>Helical Multi-slice Modes: The net result is that in some cases, helical scans on the Optima CT580 RT are up to 7 times faster than conventional 4-slice CT systems. With the Optima CT580 RT and Pro option package, users can routinely use a 0.5 sec scan speed and 0.5625:1, 0.9375:1, 1.375:1, 1.75:1 helical pitches. This added performance, with equivalent image quality may allow you to: perform better thin-slice CT angiography exams, use thinner slices for most exams, and perform longer helical exams without tube cooling delays; The 16-slice helical acquisition modes provide table speeds from 5.625mm/rotation up to 35mm per rotation, enabling scan speeds that are up to 2.2 times faster than conventional 4-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 6 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. The images can be reconstructed at any of the defined nominal image thicknesses available for a given table speed and scan mode. Direct 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 Speed: Full 360-degrees rotational scans in (0.5, 0.6, 0.7-optional) 0.8, 0.9, and 1.0.</p> <p>Axial Scans: Multi-slice axial acquisitions and short interscan delays significantly reduce potential mis-registration between scans by increasing the number of scans in a single breath hold. Reference axial protocols allow for fast and efficient patient set up.</p> <p>Axial Multi-slice Modes: The Optima CT580 RT system acquires axial scans in sets of up to 16 contiguous images in one 360-degrees rotation. For each rotation of the gantry the system collects 16 rows of scan data. There are five reconstruction modes available for creating images from the multi-slice axial scan data.</p>	



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Qty	Catalog No.	Description	Ext Sell Price
		<p>Axial Scan Parameters: - Scan Speed: Full 360-degrees rotational scans in (0.5, 0.6, 0.7-optional), 0.8, 0.9, 1.0, 2.0, 3.0 and 4.0 sec.</p> <p>Scan Techniques: - Same as Helical</p> <p>Scan Plane Geometry: - +/- 30 Degrees Angulation in .5 mm increments - Longitudinal Positioning in 0.01 mm per Slice Increment</p> <p>Interscan Delay (ISD): - Minimum ISD:Table Moves of 0-10mm:1.0 sec - Minimum ISD:Table Moves of &gt; 10mm:1.3 sec</p> <p>Intergroup Delay (IGD): - Minimum IGD is the same as Minimum ISD</p> <p>Scan-to-Scan Cycle: - Minimum Scan-to-scan Cycle of 1 sec possible for 0.8 sec Scan Speed with Minimum ISD's - Scan with zero table increment, contiguous image location, or skipped image location Overlapped axial scans are not possible.</p> <p>Dose Check - provides the user with tools to help them manage CT dose in clinical practice and is based on the standard XR-25-2010 published by The Association of Electrical and Medical Imaging Equipment Manufacturers (NEMA). Dose check provides the following;</p> <ul style="list-style-type: none"> <li>• Checking against a Notification Value if the estimated dose the the scan is above your site established dose value</li> <li>• Checking against an Alert Value where the user needs specific authority to continue the scan at the current estimated dose without changing the scan parameters if the estimated dose exceeds the alert value</li> <li>• The ability to define Alert Values for Adult and Pediatric with age threshold</li> <li>• Audit logging and review capabilities</li> <li>• Protocol Change Control capabilities</li> </ul> <p>Warranty:</p> <p>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. Full System Warranty Coverage (Excluding X-Ray Tube) will be Provided for 12 Months form Date of Installation. The Less of 12 Months or 100,000 Scans Pro-Rate X-Ray Tube Warranty Coverage Included.</p> <p>Regulatory Compliance:</p> <p>This product is designed to comply with applicable standards under the radiation control for Health and Safety Act of 1968.</p> <p>Laser alignment devices contained within this product are appropriately</p>	



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Qty	Catalog No.	Description	Ext Sell Price
		<p>labeled according to the requirements of the Center for Devices and Radiological Health.</p> <p>This product is a CE-compliant device satisfying regulations regarding Electro-Magnetic Compatibility (EMC), Electro-Magnetic Interference (EMI), and IEC-60601-1 and all applicable collateral and particular standards.</p> <p>Must add to quote; Table preference &amp; Cable kit</p>	
1	B7590EN	English Keyboard Kit	Incl.
1	B7580JY	Standard cable set for RT product	Incl.
1	B7590EY	The VT 1700 table for LightSpeed VCT or LightSpeed RT systems enables Volume scanning. Key features of the VT 1700 table include: 500 lb weight capacity, 1700 mm scannable range, 175 mm/sec travel time, real-time Z-axis position feedback between gantry and table.	Incl.
1	B7716WL	<p>Prospective and 4D Retrospective Respiratory Gating Package includes both Respiratory Gating modes. This package provides the capability to image the full range of structure motion due to respiration in 4D mode or anatomy of interest at a defined stage of the respiration cycle free breathing or breath-hold mode.</p> <p>Pre-requisite: Varian RPM option (not included)</p>	\$30,823.00
1	M81511RC	<p>MD Connect customized package - contains:</p> <ul style="list-style-type: none"> <li>• AW Server 8,000 Images</li> <li>• Integrated Registration - Full Fusion Package - Single Floating License</li> <li>• AdvantageSim MD with Organ Segmentation and Multi-Modality/Multi-Phase Single Floating License</li> </ul> <p>AW Server 8,000 Images</p> <p>The AW Server delivers distributed 3D Visualization capabilities throughout the Enterprise and at any remote reading location. It utilizes State of the Art thin client technology to convert virtually any PC to a high-end 3D post processing station. In addition to this, it also serves as a workflow engine enabling optimal collaboration among physicians and allowing 3D visualization to be leveraged easily to diagnose diseases quickly and make sound decisions. The AW Server also enables faster turnaround of post-processed results to referring physicians by allowing them to access the data instantly, while maintaining security and privacy of patient data.</p>	\$90,098.00



Quotation Number: P7-C122705 V 16

Qty	Catalog No.	Description	Ext Sell Price
		<p>Single Floating License of Integrated Registration - Full Fusion Package</p> <p>Integrated Registration is designed to provide easy comparison of three dimensional (3D) anatomical images from Computed Tomography (CT), MRI (Magnetic Resonance Imaging), PET (Positron Emission Tomography), Single Photon Emission Computed Tomography (SPECT) and X-Ray Angiography (XA)*.</p> <p>AdvantageSim MD with Organ Segmentation and Multi-Modality/Multi-Phase Single Floating License</p> <p>AdvantageSim MD is used to prepare geometric and anatomical data relating to a proposed external beam radiotherapy treatment prior to dosimetry planning. Anatomical volumes can be defined automated or manual tools in three dimensions using a set of CT images acquired with the patient in the proposed treatment position.</p>	
1	R0908CM	<p>Advantage Workstation Server 2 Full Service This online course covers the AW Server 2 system and is intended for engineers that will install and service these systems. The topics include:AW Server Clinical Environment, Pre-Installation and installation tasks, Client installation, Configuration overview, Break/Fix Model, Server diagnostics, administration, and utilities,Clinical applications and product tools. This course must be taken within 2 years from the purchase date.</p>	\$545.00
1	R3000A	<p>Advance Installation Services - provides 8 hours of labor only service to support the installation of the AW Server</p>	\$1,200.00
1	M81501SE	<p>This catalog provides 20 quick reference cards for AW Server, describing frequently used keyboard shortcuts and menus.</p>	\$50.00
1	M81511MR	<p>This catalog includes Professional Services of Project Management and IT Network Engineer remotely. Dedicated Project Manager will work with customer IT department hand-in-hand and serve as a single point of contact from project initiation to customer training and turnover. Network Specialist will remotely (GE office) work with customer IT department to help the customer verify all the network parameters and conditions are met. Optimum Network performance is one of the important things for SW Server performance. Recommended hardware changes by the network engineer to improve performance is the responsibility of the customer.</p>	\$8,000.00
1	B79051MG	<p>Requires AW Server 2.0 or higher</p> <p>Includes:</p>	\$26,081.00

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Quotation Number: P7-C122705 V 16

Qty	Catalog No.	Description	Ext Sell Price
		<ul style="list-style-type: none"> <li>• AdvantageSim MD</li> <li>• Organ Segmentation</li> <li>• Multi-Modality/Multi-Phase</li> </ul> <p>AdvantageSim MD is used to prepare geometric and anatomical data relating to a proposed external beam radiotherapy treatment prior to dosimetry planning. Anatomical volumes can be defined with automated or manual tools in three dimensions using a set of CT images acquired with the patient in the proposed treatment position.</p> <p>Definition of the anatomical volumes may be assisted by additional CT, MR or PET studies that have been co-registered with the planning CT scan. Additionally, CT &amp; PET data from a respiratory tracked examination may be used to allow the user to define the target or treatment volume over a defined range of the respiratory cycle.</p> <p>The geometric parameters of a proposed treatment field are selected to allow non-dosimetric, interactive optimization of field coverage. Anatomical structures and geometric treatment fields are displayed on orthogonal plane CT images, or reformatted sagittal, coronal views structures are displayed with or without the digitally reconstructed radiograph.</p> <p>Integration: Review multi-modality image data (CT, PET &amp; MR) on one desktop by using up to eight view ports on two monitors which can help increase speed and precision by contouring on all simultaneously.</p> <p>Incorporation of CT simulation with the following enhancements in one integrated environment for advanced clinical functionality and flexibility.</p> <ul style="list-style-type: none"> <li>• Multi-modality target definition from registered MR and PET image volumes</li> <li>• 4D CT &amp; PET respiratory review &amp; analysis</li> </ul> <p>Organ Auto-Segmentation: Contour up to 15 structures in as few as 4 minutes with auto-segmentation features which delineate critical organs and structures in 3D at the touch of a button. This can help improve speed and accuracy of organ delineation for conventional treatment methods as well as advanced 4D techniques.</p> <p>Currently supported structures include:</p> <ul style="list-style-type: none"> <li>• Lungs</li> <li>• Spinal Cord</li> <li>• Liver</li> </ul>	





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Qty	Catalog No.	Description	Ext Sell Price
		<ul style="list-style-type: none"> <li>• Kidneys</li> <li>• Spleen</li> <li>• Ocular globes</li> <li>• Optic lenses</li> <li>• Optic nerves</li> <li>• Optic chiasm</li> <li>• External body contour</li> </ul> <p>3D contour interpolation: This allows user to define a full volume contour with a minimum of 2 contours in orthogonal views. This may be particularly useful for bladder delineation.</p> <p>Speed: The package allows complete 3D volumes to be defined and manipulated using automatic thresholding tools, structure drawing with or without "Live Wire" to pixel value gradients and automatic interpolation. Beam placement is facilitated with automatic isocenter and beam's eye view.</p> <p>Ease of use: The package is mouse driven with a windows user interface. The press of a single button using pre-defined and configurable treatment plan templates linked to a patient anatomy offers many functions. Protocol specific structure names and properties, beam geometry and field shape can be loaded from a palette of templates. Pre-defined sequences of actions can then be applied adding to the ease of use.</p> <p>Flexibility: Contouring and field definition parameters can be modified to allow thresholds, margins and display characteristics to be tailored to a given patient data.</p> <p>Efficiency: The package is designed for use independently of a treatment planning system, enabling the physician to define volumes and select treatment technique at a dedicated workstation. Any plan can be saved and pushed to RTP systems as standard DICOM RT objects.</p> <p>DICOM RT Structure Set and RT Plan objects can also be received from DICOM RT compliant systems and re-simulated in AdvantageSim MD.</p> <p>Requires AW Server 2.0 or higher.</p>	
1	B7999ZA	<p>Uninterruptible Power Supply</p> <p>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</p>	\$14,880.00



Quotation Number: P7-C122705 V 16

Qty	Catalog No.	Description	Ext Sell Price
		Emergency Power. Must be Located Within Eight Feet of the PDU.	
1	E6315JE	<p>DIACOR RTP Flat Tabletop for CT and PET/CT Systems- RT16, DVCT, Discovery PET/CT 600, 610, 690, 710, HD750, and VCT</p> <p>Diacor Radiation Therapy Planning Overlay For GE Healthcare Global Tables, Model 1700, 2000 and PET/CT</p> <p>The Radiation Therapy Planning Overlay, or "CT Overlay", provides a secure flat surface for CT Simulation applications, consistent with the treatment couch, for accurate and reproducible patient positioning.</p> <p>FEATURES/BENEFITS</p> <ul style="list-style-type: none"> <li>o Carbon fiber construction with foam core provides durable, light-weight device with outstanding imaging properties</li> <li>o Varian Exact Technology and Indexing Immobilization Patient Positioning system along entire length of the overlay</li> <li>o Designed specifically for GE Healthcare's Global Table</li> <li>o Easily locks and unlocks from the CT Table, providing easy transition between therapy and diagnostic procedures</li> </ul> <p>INCLUDED:</p> <ul style="list-style-type: none"> <li>o Carbon Fiber CT Overlay with locking accessories</li> <li>o Two Varian Exact Couch Indexing Bars</li> <li>o One Varian Respiratory Gating Interface Plate and associated mounting hardware</li> </ul> <p>SPECIFICATIONS:</p> <p>Weight: 30 lbs. (13.61 kg) Length: 85.25 in. (217.17 cm) Width: 20.87 in. (53.0 cm) Height: 1.62 in. (4.12 cm)</p>	\$12,000.00
1	E8819AN	<p>Anzai Respiratory Gating Device</p> <p>The Anzai Respiratory Gating System consists of a load cell sensor belt placed around the abdomen allowing clinicians to correlate tumor position in relation to the patient's respiratory cycle. Using a pressure belt the system measures the patient's respiratory pattern and range of motion and displays them as a waveform. The gating thresholds are set when the tumor is in the desired portion of the respiratory cycle. The system provides clean images for planning so that the clinician can more clearly visualize the target with fewer of the image artifacts associated with respiratory motion.</p> <p>The Anzai system is accurate, easy to use, and fast. It is comfortable for the patient and accommodates both breath hold and free breathing protocols.</p>	\$43,520.00
1	E8505R	CARINAiso is the LAP isocenter marking control software for all DORADOselect	\$42,396.00



Quotation Number: P7-C122705 V 16

Qty	Catalog No.	Description	Ext Sell Price
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and DORADOnova simulation laser systems. This easy to use laser control system joins together the best features of the traditional IsoMark software with state of the art advancement of the full featured CARINAsim product.

The CARINAiso software is built on the versatile and robust ARGO NAVIS platform with clinical data being handled by the central PostgreSQL database. CARINAiso comes standard with support for the traditional LAP file format. This is the basic interface for transferring information from planning and virtual simulation systems to the LAP laser system. The CARINAiso software is compatible with all DORADOselect and DORADOnova systems. Running on all-in-one PC with touch screen control, CARINAiso offers complete control of your LAP laser systems.

1	E4502AE	CT Main Disconnect Panel - 125 Amp with Auto Restart	\$8,220.35
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FEATURES/BENEFITS

- Custom panel serves as the main power disconnect between the CT system and the facility 400-480V power source Panel provides short circuit, overload, undervoltage release, automatic restart, and emergency shut down for the CT system
- Reduces installation time and cost by providing a single-point power connection eliminating the need to mount and wire a number of individual components
- Standardized design and testing assures high product quality and system reliability
- On systems where the optional 12.5 kVA partial system UPS is ordered, the Main Disconnect Panel also provides mandated emergency power off control via a UPS output disconnect function included in the panel design
- Provides a standardized platform for future UPS or other GE engineered modifications or upgrades

SPECIFICATIONS

- Dimensions (H x W): 30.24 in. x 19.78 in.
- Enclosure Depth: 7.05 in.
- Handle Depth: 10.3 in.
- Weight: 110 lbs.
- UL, cUL and CE labeled
- Panel disconnect provides OSHA lockout/tagout provisions
- Surface or semi-flush mounting

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Quotation Number: P7-C122705 V 16

Qty	Catalog No.	Description	Ext Sell Price
		<ul style="list-style-type: none"> <li>Partial system UPS sold separately (E4502F)</li> </ul> <p>COMPATIBILITY</p> <ul style="list-style-type: none"> <li>CT LS Pro 16, LS Pro 32, RT Systems, LS VCT, CT 750HD, Discovery 690 VCT</li> </ul> <p>NOTES:</p> <ul style="list-style-type: none"> <li>Customer is responsible for rigging and arranging for installation with a certified electrician</li> <li>ITEM IS NON-RETURNABLE AND NON-REFUNDABLE</li> </ul>	
1	E8007NG	Medrad Stellant D Dual-Flow Ceiling Mount Injection System with Short Post. Requires E8007PJ Mounting Plate be added to the order....E	\$38,000.00
2	B7500CS	1.5 Days Oncology Applications Training	\$7,000.00
1	B7500CT	CT Advantage Sim Training <ul style="list-style-type: none"> <li>(1) 2.5 Day On Site Visit for Training Advantage Sim and Advantage CT/MR Fusion</li> </ul>	\$4,250.00
1	W0100CT	6 Day CT TiP Onsite System Training CT Onsite Training for a new CT system <ul style="list-style-type: none"> <li>One 4 day onsite visit to coincide with system start-up.</li> <li>One 2 day onsite follow-up visit 6-8 weeks post system start up.</li> </ul> <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</p>	\$10,400.00



Quotation Number: P7-C122705 V 16

Qty	Catalog No.	Description	Ext Sell Price
		after the date of product delivery.	
1	W0003CT	3 Days CT TIP Onsite Training  Three Days CT Onsite Training provided from 8AM to 5PM, Monday through Friday. Includes T&L expenses. Days provided consecutively.  This training program must be scheduled and completed within 12 months after the date of product delivery.	\$5,800.00
<b>1</b>		<b>Non-Product Config NonProducts</b>	
1		Revels Contracting Company to remove Siemens SimView quote dated 10-24-2012 \$6,125.00	\$6,125.00
		<b>Quote Summary:</b>	
		<b>CTi Trade In</b>	<b>(\$2,000.00)</b>
		<b>Trade in - Siemens Simview 3000</b>	<b>\$0.00</b>
		<b>Total Quote Net Selling Price</b>	<b>\$774,168.35</b>
		(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable. )	





## GE Healthcare

For Third Party Products and Services Only: If GE Healthcare has agreed to provide any third party products and/or services (other than GE Healthcare accessories and supplies) to Customer as part of the Quotation, including but not limited to any Commitment Account/Non-Inventory items, (i) GE Healthcare is acquiring such products and/or services on Customer's behalf and not as a supplier of such products and/or services; (ii) GE Healthcare makes no warranties of any kind, express or implied, with respect to such products and/or services (warranties, if any, on such products and/or services will be provided by the manufacturer or service provider, as applicable); (iii) Customer is solely responsible for ensuring that the acquisition and use of such products and/or services is in compliance with applicable laws and regulations, including applicable FDA regulations; and (iv) Customer is solely responsible for any and all claims resulting from or related to the acquisition or use of such products and/or services.

For Mobile Systems Only: For products that are approved by GE Healthcare for use as transportable, relocatable and mobile systems, GE Healthcare will deliver the system to Customer's van manufacturer and furnish final assembly services to place the system in Customer's van. At the time of order, Customer must notify GE Healthcare of the van manufacturer to which the system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer for delivery of the van and to comply with any additional planning requirements of the van manufacturer. For MR systems, GE Healthcare's product tests will be performed when assembly in the van is completed and MR system operation will be re-checked when the van is delivered to Customer.

For MR Products Only:

- a. MR Systems. Customer will provide a site and surroundings suitable for installation and operation of an MR system producing strong magnetic and electric fields, and Customer will be required to provide a water chiller meeting GE Healthcare specifications.
- b. Magnetic Resonance Imaging (MR) Site. Customer will provide a site and surroundings suitable for installation and operation of an MR system producing strong magnetic and electric fields, and Customer will be required to provide a water chiller meeting GE Healthcare specifications. Customer acknowledges that the magnetic fields of MR systems attract ferro-magnetic articles and are capable of rapidly accelerating such articles toward the magnet, creating corresponding physical danger to persons in the vicinity and possible damage to such systems. In addition, the magnetic and radio frequency fields of such systems may adversely affect the operation of pacemakers, equipment containing magnetic reed switches, and aneurysm or surgical clips.
- c. Magnet Maintenance and Cryogens. The price of MR systems includes all cryogens necessary for final assembly and testing of the MR system. Cryogen loss attributable to power loss or water chiller failure for the MR system's shield cooler or condenser system during installation is Customer's responsibility, and Customer will be billed for cryogen replacement plus the associated cryogen transfill labor at GE Healthcare's then applicable rates. After final assembly, Customer will be responsible to supply and install all cryogens, unless cryogen loss is caused by a defect in material or workmanship within the scope of GE Healthcare's applicable MR system warranty. Following final assembly, provided cryogen boil-off rates have not been adversely affected by actions of Customer, its representatives or contractors, or any third party not authorized by GE Healthcare, GE Healthcare will provide a super-conductive magnet which, at the expiration of the warranty period, has cryogen boil-off rates not exceeding those stated in GE Healthcare's applicable magnet specifications. GE Healthcare has no responsibility to Customer for cryogen boil-off rates subsequent to expiration or termination of the applicable MR system warranty, unless Customer elects to receive magnet maintenance and cryogen service under a separate agreement with GE Healthcare.

For PET and PET/Cyclotron Systems Only: For PET Cyclotron/Chemistry systems, any target or gas processing system purchased with the system must be installed with the original system prior to system checkout. Installation after this time will require a separate quotation by GE Healthcare and is billable to Customer at GE Healthcare's then-current rates. Further, any system storage fees associated with this order are solely the responsibility of Customer. PET Cyclotron/Chemistry systems are sold for

use in generating radiotracers for diagnostic imaging applications only. GE Healthcare does not sell or intend such systems or any part(s) thereof for use in radiation therapy.

For PET/CT and PET Radiopharmacy Sites Only: Customer will provide a site and surroundings suitable for installation and operation of such a systems using and/or producing radiation. Further, Customer will be responsible for obtaining all required federal, state, and local licenses and permits for radioactive sealed sources and radioisotopes used with such system. If permitted under applicable licensing requirements, GE Healthcare representatives will work under Customer's license and supervision when handling any radioactive substance for which a license is required, or Customer will provide such handling itself under an appropriate license. Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of such system. Customer acknowledges that such systems utilize radioactive materials. As with all systems utilizing radioactive materials, hazards exist creating possible physical danger to persons in the vicinity.

For iCenter and iLinq Only: GE Healthcare will provide iCenter and/or iLinq information management Services at no additional charge during the term of the applicable product warranty, subject to then-applicable terms and conditions for such services.

For Healthcare IT Products Only:

a. **Payment.** Unless specified separately in the Quotation, fees for non-GE Healthcare software and hardware shall be due one hundred percent (100%) on delivery of the applicable software or hardware.

b. **Audit Rights.** Upon forty-five (45) days notice GE Healthcare may audit Customer's use of the software. Customer agrees to cooperate with GE Healthcare's audit and to provide reasonable assistance and access to information. If the audit uncovers underpaid or unpaid fees owe to GE Healthcare, Customer agrees to pay those fees and GE Healthcare's costs incurred in conducting the audit within thirty (30) days of written notification of the amounts owed. If Customer does not pay the amounts owed, GE Healthcare may terminate Customer's license to use the applicable software. Customer agrees to permit GE Healthcare to obtain certain reasonable information regarding the users and other use information regarding the software. All of such information shall be treated as confidential information, shall be used solely for the purposes of technical support and auditing the use of the software, and shall not be disclosed to any third party (other than third-party vendors of software licensed to Customer under this Agreement) without Customer's consent.



# GE Healthcare General Terms and Conditions

## GE Healthcare

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation").

### 1. General Terms

1.1. Confidentiality. Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

1.2. Governing Law. The law of the state where the Product is installed or the Service is provided will govern this Agreement.

1.3. Force Majeure. Neither party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

1.4. Assignment; Use of Subcontractors. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. GE Healthcare may hire subcontractors to perform work under this Agreement, provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

1.5. Amendment; Waiver; Survival. This Agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

1.6. Termination. If either party materially breaches this Agreement and the other party seeks to terminate this Agreement for such breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following receipt of such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may, subject to the terms of Section 1.4.5 of the GE Healthcare Product Terms and Conditions, terminate this Agreement by written notice to the breaching party. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with this Agreement, if any, GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer.

### 2. Compliance

2.1. Generally. This Agreement is subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.

2.2. Cost Reporting. Customer represents and warrants that it shall comply with (a) the applicable requirements of the Discount Statutory Exception, 42 U.S.C. 1320a-7b(b)(3)(A), and the Discount Safe Harbor, 42 C.F.R. § 1001.952(h), with respect to any discounts Customer may receive under this Agreement and (b) the Warranties Safe Harbor, 42 C.F.R. § 1001.952(g), with respect to any price reductions of an item (including a free item) which were obtained as part of a warranty under this Agreement. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) the discount must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; (iii) Customer must fully and accurately report the discount in the applicable cost report; and (iv) Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. If Customer is an individual or entity in whose name a claim or request for payment is submitted for the discounted items, the discount must be made at the time of the sale of the good; and the Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. GE



Healthcare agrees to comply with the applicable requirements for sellers or offerors under the Discount Safe Harbor, as appropriate.

2.3. Site Access Control and Network Security. Customer shall be solely responsible for establishing and maintaining security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. GE Healthcare's Services do not include recovery of lost data or images. Customer shall comply with all applicable laws and regulations related to site access control.

2.4. Environmental Health and Safety. Customer shall provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare Products and Services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, and ensure that any non-GE Healthcare provided Service is performed by, and GE Healthcare Products are used by, qualified personnel in accordance with applicable user documentation. GE Healthcare shall have no obligation to perform Services until Customer has complied with its obligations under this Section.

2.5. GE Healthcare-Supplied Parts. GE Healthcare can make no assurances that Product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect Product performance or functionality.

2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training program offerings and terms. Unless otherwise stated in the catalog description, training must be completed within twelve (12) months after (i) the date of Product delivery for training purchased with Products and (ii) the start date for Services for training purchased with Services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.

2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

### **3. Disputes; Liability; and Indemnity**

3.1. Waiver of Jury Trial. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. IP Indemnification. GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims for infringement of intellectual property rights arising from Customer's use of GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation in accordance with their specifications and within the license scope granted in this Agreement. If any such claim materially interferes with Customer's use of such equipment and/or software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the infringing Product so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at GE Healthcare's expense the right to continue to use the infringing Product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year straight-line depreciation), for the infringing Product. Any such claims arising from Customer's use of such infringing Product after GE Healthcare has notified Customer to discontinue use of such infringing Product and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This Section represents Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) regarding any infringement claim associated with such infringing Product. The above indemnification obligation is conditional upon Customer providing GE Healthcare prompt written notice of the infringement claim after receiving notice of such claim, allowing GE Healthcare to control the defense of such claim, and reasonably cooperating with GE Healthcare in such defense. Notwithstanding any other provision in this Agreement, GE Healthcare shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (a) use of such infringing Product in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by GE Healthcare; (b) use of such infringing Product in a manner or environment or for any purpose for which GE Healthcare did not design or license it, or in violation of GE Healthcare's use instructions; or (c) any modification of such infringing Product by Customer or any third party. GE Healthcare shall not be responsible for any compromise or settlement or claim made by Customer without GE Healthcare's written consent. This indemnification obligation is expressly limited to the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation.

### **4. Payment and Finance**

4.1. Generally. The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.

4.2. Affiliate Billing. If Customer's order includes Products manufactured by more than one GE Healthcare affiliated company, each affiliated company may invoice Customer separately for the portion of the total price under the Quotation attributable to its Products, under the same payment terms specified in the Quotation. There shall be no additional fees or charges to Customer for such separate invoicing.

4.3. Late Payment. Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under any or all GE Healthcare agreements until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute

regarding payment for a particular Product (or subsystem thereof) or Service, such dispute shall not entitle Customer to withhold payment for any other Product (or subsystem thereof) or Service provided by GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid for on receipt.

4.4. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest or penalty by any taxing authority, Customer shall reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.



# GE Healthcare Product Terms and Conditions

## GE Healthcare

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation"). References herein to "Healthcare IT Products" are (i) those software products identified in the Quotation as a "Centricity" product, any third party software licensed for use in connection with the Centricity software, all hardware used to operate the Centricity or the third party software, and services provided with respect to the implementation, installation or support and maintenance of the Centricity or the third party software, and/or (ii) any software, product or service that is included in a Quotation which Quotation is designated as an "Healthcare IT Quotation".

### 1. Commercial Logistics

#### 1.1. Order Cancellation and Modification.

1.1.1. Cancellation and Payments. Except for Healthcare IT Products, if Customer cancels an order without GE Healthcare's prior written consent, Customer will pay a cancellation charge of fifteen percent (15%) of the price of the Products ordered. GE Healthcare will retain as a credit any payments received up to the amount of the cancellation charge. If Customer cancels an order for Products for which GE Healthcare has provided site evaluation services, Customer will also pay GE Healthcare reasonable charges for such services performed prior to cancellation. If applicable for the order, Customer will pay all progress payments (other than the final payment) prior to final Product calibration, and GE Healthcare may, at its option, delay final calibration until required progress payments are received. If Customer fails to schedule a delivery date with GE Healthcare within six (6) months after order entry, GE Healthcare may cancel Customer's order upon written notice to Customer.

1.1.2. Order Modifications. No modifications may be made to an order without GE Healthcare's prior written consent. The Product configuration listed in the Quotation is based upon information furnished to GE Healthcare by Customer, and Customer is responsible to provide and pay for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.

1.2. Site Preparation. If applicable, Customer will be responsible, at its sole expense, for evaluating and preparing the site where the Products will be installed in accordance with GE Healthcare's site preparation requirements and applicable laws. Customer must provide GE Healthcare with prompt written notice if Customer is unable to prepare the site before the mutually agreed installation date. Upon receipt of such notice, GE Healthcare will reschedule the installation to a mutually agreed date. Customer shall be liable for any costs or expenses GE Healthcare or its representatives incur resulting from Customer's failure to provide GE Healthcare with timely notice of Customer's failure to properly prepare the site. GE Healthcare may, in its discretion, delay delivery or installation if GE Healthcare determines that the site has not been properly prepared or there are any other impediments to installation; provided that GE Healthcare gives Customer written notice of such delay stating the reasons therefor. If GE Healthcare provides site evaluation services, such services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GE Healthcare's applicable site preparation requirements.

#### 1.3. Transportation, Title and Risk of Loss; Delivery; Returns.

1.3.1. Transportation, Title and Risk of Loss. Unless otherwise indicated in the Quotation, shipping terms are FOB Destination. Title and risk of loss to equipment passes to Customer upon delivery to Customer's designated delivery location. Software is licensed to Customer; no title to or other ownership interest in such software passes to Customer.

1.3.2. Delivery. When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. At the time of such delivery, Customer will pay GE Healthcare for any amounts due upon delivery. Delivery dates are approximate. For GE Healthcare software or documentation, delivery means the first to occur of: (i) communication to Customer through electronic means, that allows Customer to take possession of the first copy or product master, or (ii) delivery to Customer's designated delivery location.

1.3.3. Product Returns. Customer shall not have any right to return Products for a refund after delivery except for products shipped in error that are different from the Products listed in the Quotation.

1.4. Installation and Certification. GE Healthcare will provide product assembly, installation and calibration, as required, at no additional charge, except for items excluded herein. GE Healthcare installation Services provided under the Quotation will be performed in accordance with applicable GE Healthcare installation guides and/or project plans. Customer will review the applicable GE Healthcare installation guides, and/or project plans, and perform Customer's obligations as set forth in those materials. Upon completion of assembly, installation and calibration, and prior to turnover of the Products to Customer for clinical use, as applicable, GE Healthcare will perform prescribed tests using its own performance specifications, instruments and procedures to verify that the Products meet GE Healthcare's applicable performance specifications.

#### 1.4.1. Customer-Supplied Items.

- Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties.
- For Products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible

for ensuring that such hardware and software conform to GE Healthcare's minimum hardware and software requirements as made available to Customer.

- Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for enabling the connectivity and interoperability between Customer-supplied hardware or software or other systems or devices and the Product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications.
- Unless otherwise agreed in writing by GE Healthcare, Customer is solely responsible for the performance of and payment for any applicable rigging and/or facility costs. GE Healthcare will not install accessory items unless otherwise agreed in writing by GE Healthcare.
- If applicable for the Product, electrical wiring and outlets, computer network infrastructure, conduit, cabinetry modification, wall mounts, ventilation and any other site preparation are not included in the purchase price and are the responsibility of Customer, unless otherwise agreed in writing by GE Healthcare.

1.4.2. Network. Unless Customer has elected to purchase network preparation and certification Services from GE Healthcare as set forth in the Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the Products and otherwise meets GE Healthcare's written network configuration requirements.

1.4.3. License, Permits, and Approvals. Customer shall obtain and maintain all licenses, permits and other approvals necessary for installation, use, and disposal/recycling of the Products provided under this Agreement, including, but not limited to, any government licenses required to use radioactive sources for Products that require the use of such sources. GE Healthcare will ship such sources to Customer only after Customer provides GE Healthcare with satisfactory evidence that Customer has obtained all required licenses for such sources. In addition, Customer will provide all radioactive sources for calibration and performance checks of Products that require the use of such sources. GE Healthcare will file any required Federal and State reports relating to its installation activities. GE Healthcare will not install, test, certify or provide its own software license or warranty for Products that are not listed in its on-line catalog or price pages at the time of sale (such Products are normally identified by NL or NW series numbers), unless otherwise agreed in writing by GE Healthcare.

1.4.4. Non-GE Healthcare Labor. If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's employees or pre-qualified contractors for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish guidance for installation. GE Healthcare is not responsible for the quality or adequacy of any work performed by any party other than GE Healthcare or its pre-qualified contractors.

1.4.5. Non-GE Healthcare Installation. For Products that GE Healthcare is obligated to install under the terms of this Agreement, if GE Healthcare delivers the Product but fails to perform its installation obligations, then in such event Customer shall nevertheless be obligated to pay GE Healthcare an amount equal to (a) the Product purchase price set forth in the Quotation, if the Product purchase price and the installation Services price are shown as separate line items in the Quotation, or (b) if the Product purchase price and installation Services price are not shown as separate line items in the Quotation, then the Product purchase price less the fair market value of the applicable installation Services, taking into account the type of Product and level of installation required ("Installation Service FMV"). An independent third party shall determine the Installation Service FMV. Notwithstanding any other provision of this Agreement to the contrary, either the discharge of Customer's obligation to pay for installation Services shown as a separate line item(s) in the Quotation or the deduction of the Installation Service FMV, as applicable, shall be Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) in the event GE Healthcare fails to perform its installation obligations under this Agreement.

1.5. Acceptance. Unless expressly provided otherwise in this Agreement, Customer shall be deemed to have accepted a Product delivered by GE Healthcare under this Agreement on the earlier of: (i) if GE Healthcare installs the Product, five (5) days after GE Healthcare notifies Customer that it has completed assembly and the Product is operating substantially in accordance with GE Healthcare's published performance specifications; (ii) if GE Healthcare does not install the Product, five (5) days after delivery of the Product to Customer; or (iii) the date Customer first uses the Product for patient use.

1.6. Warranties. Product warranties (if applicable) are set forth in the GE Healthcare warranty forms delivered with the Quotation. GE Healthcare may use refurbished parts in new Products as long as it uses the same quality control procedures and warranties as for new Products. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

1.7. Data Access. If applicable, Customer shall permit GE Healthcare to connect to the Products, or to otherwise access Product performance data through a Customer-furnished telephone line or Broadband connection. The data collected by GE Healthcare will be used, during and after the term of this Agreement, in accordance with all applicable laws and regulations and in a manner that will maintain confidentiality.

## 2. Software License

2.1. License Grant. GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for Customer's internal business purposes the GE Healthcare software, third-party software and Documentation at the location (or, for mobile systems, in the specific vehicle) identified in the Quotation, subject to the license scope and other restrictions set forth in this Agreement. "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer. Customer may only use third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. To the extent permitted by applicable law, licensors of third-party software shall be third-party beneficiaries of this Agreement with respect to third-party software sublicensed under this Agreement. Customer may permit its employees, agents, independent contractors and healthcare providers with privileges at Customer's facilities to use the software and Documentation; provided, however, that Customer shall be responsible for any acts of such third parties that are inconsistent

with this Agreement. Notwithstanding the foregoing, independent contractors that supply products comparable to the software shall be provided access to the software only with GE Healthcare's prior written consent and subject to any conditions GE Healthcare deems appropriate to protect its confidential and proprietary information.

2.2. Additional License Terms. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon, except that to the extent applicable, the software may be configured as specifically permitted in the Documentation; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors; (v) electronically transfer the software outside Customer's intranet or network dedicated for the software, unless otherwise authorized in writing by GE Healthcare; or (vi) publicly release the results of any testing or benchmarking of the software without the prior written consent of GE Healthcare. Customer may transfer authorized copies of the software, and Documentation to a party that purchases or otherwise acquires the equipment and accepts any applicable license terms, except for software and Documentation that are (a) not a part of the base system standard operating software or Documentation for the equipment and (b) generally provided by GE Healthcare to its customers for a separate fee or charge. Advanced service software is subject to a separate fee and eligibility criteria and licensed under a separate agreement with GE Healthcare.

2.3. Backups. Customer may make a reasonable number of copies of the software in machine-readable form solely for backup, training, testing or archival purposes, so long as applicable license fees are paid. Customer shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and Documentation. If Customer acquires any rights to the software or Documentation, Customer hereby assigns all of those rights to GE Healthcare or its licensors, as applicable. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this Section.

2.4. Remedies. Customer agrees that a violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm to GE Healthcare for which the award of money damages alone are inadequate. In the event of any breach of this provision, GE Healthcare shall be entitled to seek injunctive relief in addition to immediately terminating the license granted herein and requiring that Customer cease use of the software and return all copies of stand-alone software in any media in addition to seeking any other legal or equitable remedies available to GE Healthcare. This paragraph shall survive the termination of this Agreement.

### 3. Payment and Finance

3.1. Security Interest; Upgrade Pricing. Customer grants GE Healthcare a purchase money security interest in all items of hardware or equipment listed in the Quotation until full payment is received, and Customer shall perform all acts and execute all documents as may be necessary to perfect GE Healthcare's security interest. Except for Healthcare IT Products, prices for upgrades and revisions assume that Customer returns the replaced component and transfers title to GE Healthcare at no charge to GE Healthcare. If, after Product delivery, Customer does not make any payments for the Products within forty-five (45) days after such payments are due, GE Healthcare may, upon ten (10) days prior written notice to Customer, either (a) enter upon Customer's site and remove the Products or (b) temporarily disable the Products so that they are not operational.

3.2. Leases. If Customer is acquiring use of Products through an equipment lease (a "Lease") with an equipment lessor (a "Lessor"), certain provisions of this Agreement (including, but not limited to, terms related to payment, title transfer, warranties, and software licenses) may be modified as agreed to in writing between GE Healthcare, the applicable Lessor, and/or Customer, as the case may be. Acceptance of the equipment as between GE Healthcare and Lessor will be defined by this Agreement; acceptance of the equipment as between Lessor and Customer will be defined by the lease agreement. Notwithstanding the foregoing, if the Lessor does not comply with the terms of this Agreement, Customer shall continue to be responsible for the payment obligations hereunder.

### 4. Product Specific Terms

4.1. MUSE CV Information Technology Professional Services (ITPS). MUSE CV Product ITPS shall be performed within six (6) months of the date Customer orders the Services. Without limiting the foregoing, Customer agrees that, if the Services have not been performed within one (1) year of the date Customer orders the Services for reasons other than GE Healthcare's failure to perform, GE Healthcare shall be relieved of its obligation to perform the Services and the Customer shall not be entitled to a refund for such unperformed Services. ITPS Services include clinical applications training, project management, HL7/HIS systems integration, database conversion, and network design and integration (ND&I).

4.2. Pre-Owned Products. Products identified as pre-owned/refurbished/remanufactured Products have been previously owned and used; they are not new. When delivered to Customer, such Products may have received mechanical, electrical, and/or cosmetic reconditioning, as necessary, and will meet their original specifications. Since pre-owned Products may be offered simultaneously to several customers, their sale to Customer is subject to their continued availability at the time Customer offers to purchase such Products. If the pre-owned Products are no longer available, (i) GE Healthcare will attempt to identify other pre-owned Products in its inventory that meet Customer's needs, and (ii) if substitute pre-owned Products are not acceptable to Customer, GE Healthcare will cancel the order and refund any deposit Customer has paid for such Products.

4.3. CT and X-Ray Products. Certain Products that use x-ray or image intensifier tubes have been designed to recognize GE Healthcare-supplied tubes and report to the user the presence of a non-GE Healthcare-supplied tube. This will permit the user to make any adjustments to Product use that the user deems appropriate. Use of the Products with non-GE Healthcare-supplied tubes is always at the user's discretion; however, Customer acknowledges that advanced scanner functionality may be impaired or disabled by the use of non-GE Healthcare-supplied tubes. GE Healthcare assumes no liability for the use of non-GE-Healthcare-supplied tubes and disclaims any responsibility for any effect such tubes may have on Product performance.

## Trade-in Addendum to GE Healthcare Quotation (Zero Trade-in Allowance)

THIS ADDENDUM, dated this 15th day of January, 2013, between GE Healthcare ("GEHC") and NewCo Cancer Services ("Customer"), is made a part of Quotation Number P7-C122075V16 between GE and Customer regarding the Optima 580RT 16 ("Quotation").

The Quotation is modified to add the following provisions:

Trade-In:

- A. Customer hereby conveys to GEHC title to the following equipment, free and clear of all liens and encumbrances, effective as of the date de-installation of the equipment begins for the purpose of installing the replacement equipment provided to Customer under the Quotation. CUSTOMER HEREBY EXPRESSLY REPRESENTS AND WARRANTS THAT THIS EQUIPMENT IS NOT OWNED BY OR LEASED FROM ANOTHER PARTY.

<u>Equipment Mfr.</u>	<u>Model and Description</u>	<u>Quantity</u>	<u>System ID/Serial Number</u>
Siemens	SimView	1	

- B. If the above equipment is a mobile diagnostic imaging system contained in a mobile van or other motor vehicle that is included with this trade-in, Customer warrants and represents that it has properly registered, licensed and titled such van/motor vehicle with the appropriate state or local authorities, and Customer further agrees to deliver to GEHC upon execution of this Addendum any registration, license and title documents as GEHC may require to obtain registration, license and title in GEHC's own name and/or for re-sale to a third party.
- C. GEHC will, at its expense, arrange for deinstallation and removal of the above equipment, provided that Customer will be responsible for any required rigging, construction or demolition expenses. Customer will provide GEHC or its contractor with timely and unrestricted access to remove the equipment during Customer's normal business hours on a mutually agreed schedule. Customer acknowledges that any failure to provide such access may delay the installation of the replacement equipment provided under the Quotation. Unless covered under the Quotation with respect to installation of the replacement equipment, Customer is responsible for any facility reconditioning after removal of the equipment.
- D. Prior to deinstallation and removal of mobile and fixed asset equipment, Customer will ensure that the site where the equipment is located and the equipment itself are clean and free of bodily fluids and other materials that may have the potential to carry diseases. Customer is also responsible for remediating all bio-hazards that may be discovered during the deinstallation process (i.e., under equipment covers/below access flooring/in cable ducts, etc).
- E. Customer is also responsible for the proper management and disposal of the following materials that may be located at Customer's site: radioactive sources; PET radioactive pins; biohazard filled bags; pharmaceuticals; and all other materials considered hazardous under U.S. Department of Transportation shipping regulations. These materials will be left in Customer's possession for management, transportation, and disposal by Customer or its contractors in accordance with applicable legal requirements.
- F. Until it is deinstalled and removed by GEHC or its contractor, Customer is responsible for risk of loss and damage to the equipment, the proper operation of the equipment and compliance with any laws relating to operation of the equipment. It is the responsibility of Customer to ensure that any Protected Health Information (as defined by the Health Insurance Portability and Accountability Act Privacy Rule) is removed from the Equipment before the Equipment is removed. Customer represents and warrants that it has removed all Protected Health Information from the Equipment. Customer further agrees to indemnify GEHC for any loss whatsoever resulting from any Protected Health Information that is not removed from the Equipment. The parties agree that GEHC shall have no obligations whatsoever in connection with any Protected Health Information that is not properly removed from the Equipment by Customer.
- G. If any of the conditions in this Quotation Addendum or obligations of Customer are not fulfilled, or if the equipment is missing any components, GEHC may at its option revoke acceptance of the equipment.

All other terms, conditions and provisions of the Quotation remain unmodified and in full force and effect. In witness whereof, this Addendum has been executed by GEHC and Customer effective as of the date set forth above.

GE HEALTHCARE

NewCo Cancer Services

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## **Appendix B**

# **Equipment Comparison Table and Brochures**

## Equipment Comparison

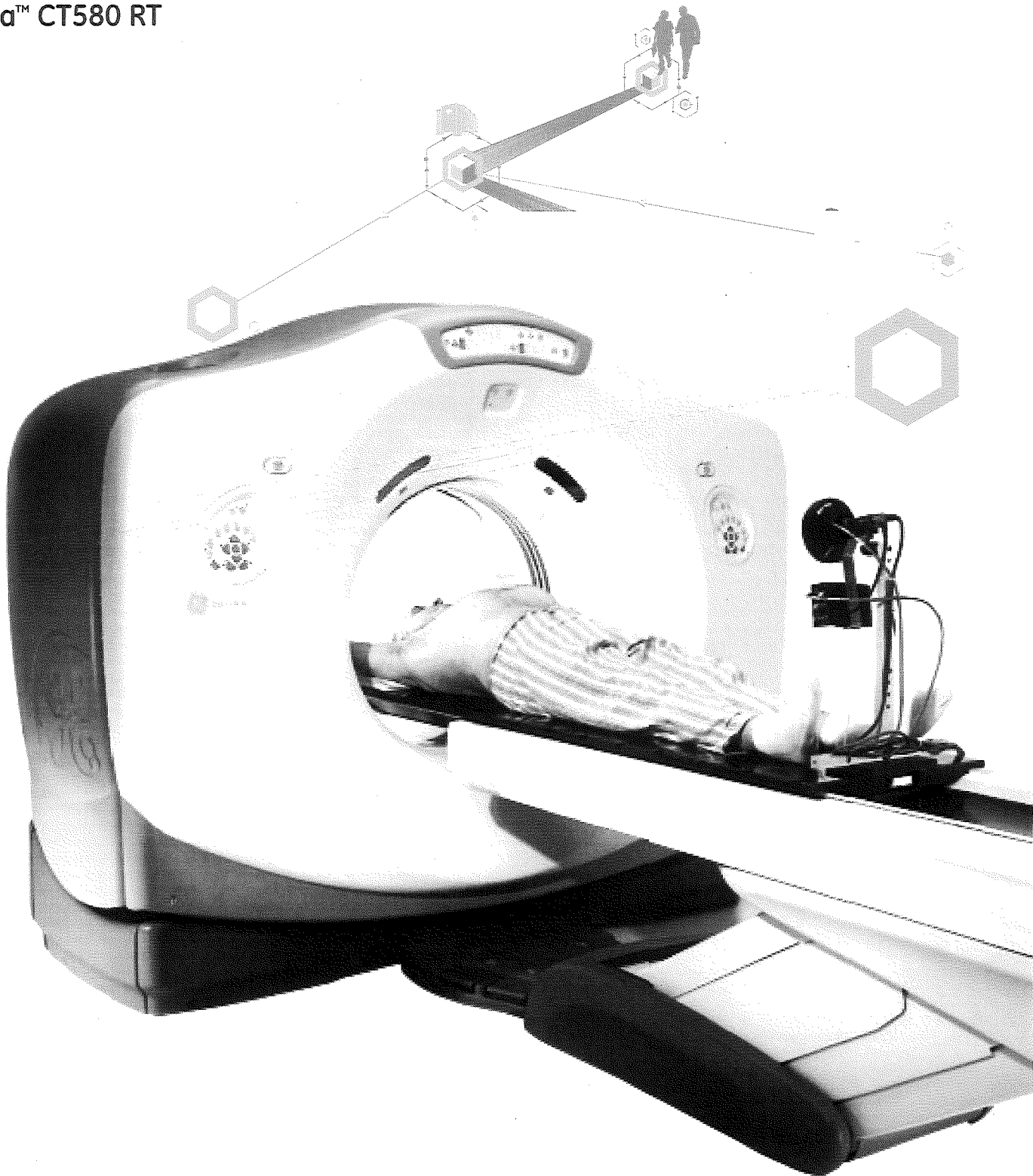
	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	CT Scanner, Siemens SimView	Optima CT 580 16 slice CT Simulator, Optima CT580 RT-16
Manufacturer of Equipment	General Electric,	General Electric
Tesla Rating for MRIs	N/A	N/A
Model Number		
Serial Number	CT 236819CH6, CT Scanner Tube 236819CW6, CT SIM 32990014S06	N/A
Provider's Method of Identifying Equipment	Review of market leaders, GE and Toshiba	Review of market leaders, GE and Toshiba
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	09/30/99	Target Date December 2013
Does Provider Hold Title to Equipment or have a Capital Lease?	Yes	Yes
Specify if Equipment Was/Is New or Used When Acquired	Used	New
Total Capital Cost of Project(including construction, etc.)	N/A	\$1,147,781.00
Total Cost of Equipment	CT \$55,000, CT Scanner Tube \$52,500, CT SIM \$49,000	\$774,168.35
Fair Market Value of Equipment	\$156,500	
Net Purchase Price of Equipment	\$156,500	\$774,168.35
Locations Where Operated	Leo W. Jenkins Cancer Center, Greenville NC	Leo W. Jenkins Cancer Center, Greenville NC
Number Days in Use to be Used in N.C. Per Year	250	250
Percent of Change in Patient Charges (by Procedure)	N/A	17%
Percent of Change in Per Procedure Operation Expenses(by Procedure)	N/A	10%
Type of Procedures Currently Performed on Existing Equipment	CT Not Operational, SIM: Simulation	CT Simulation
Type of Procedures New Equipment's Capable of Performing	CT Scans	CT Simulation, Simple, Intermediate and Complex



GE Healthcare

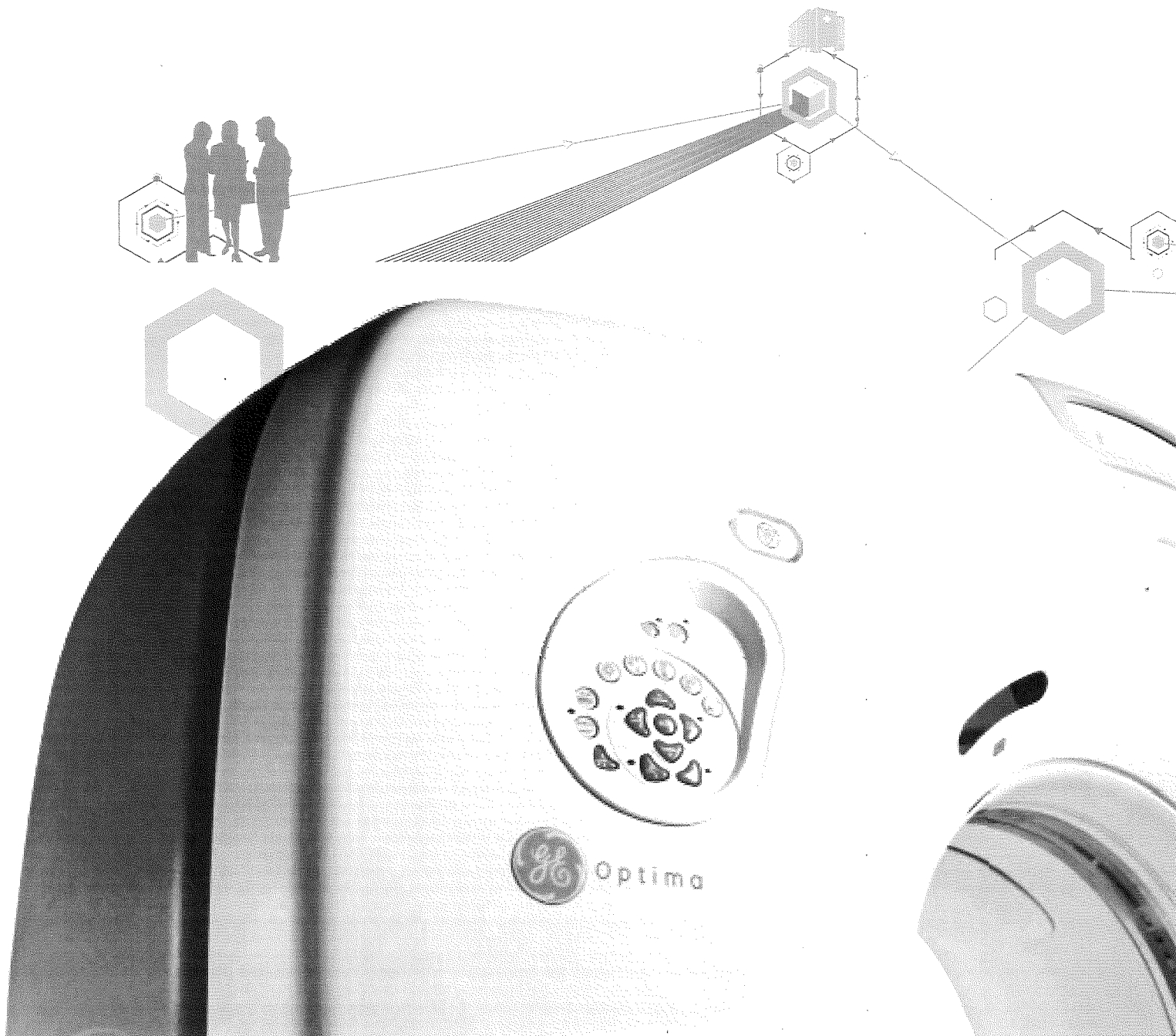
# Connect and Deliver

Optima™ CT580 RT



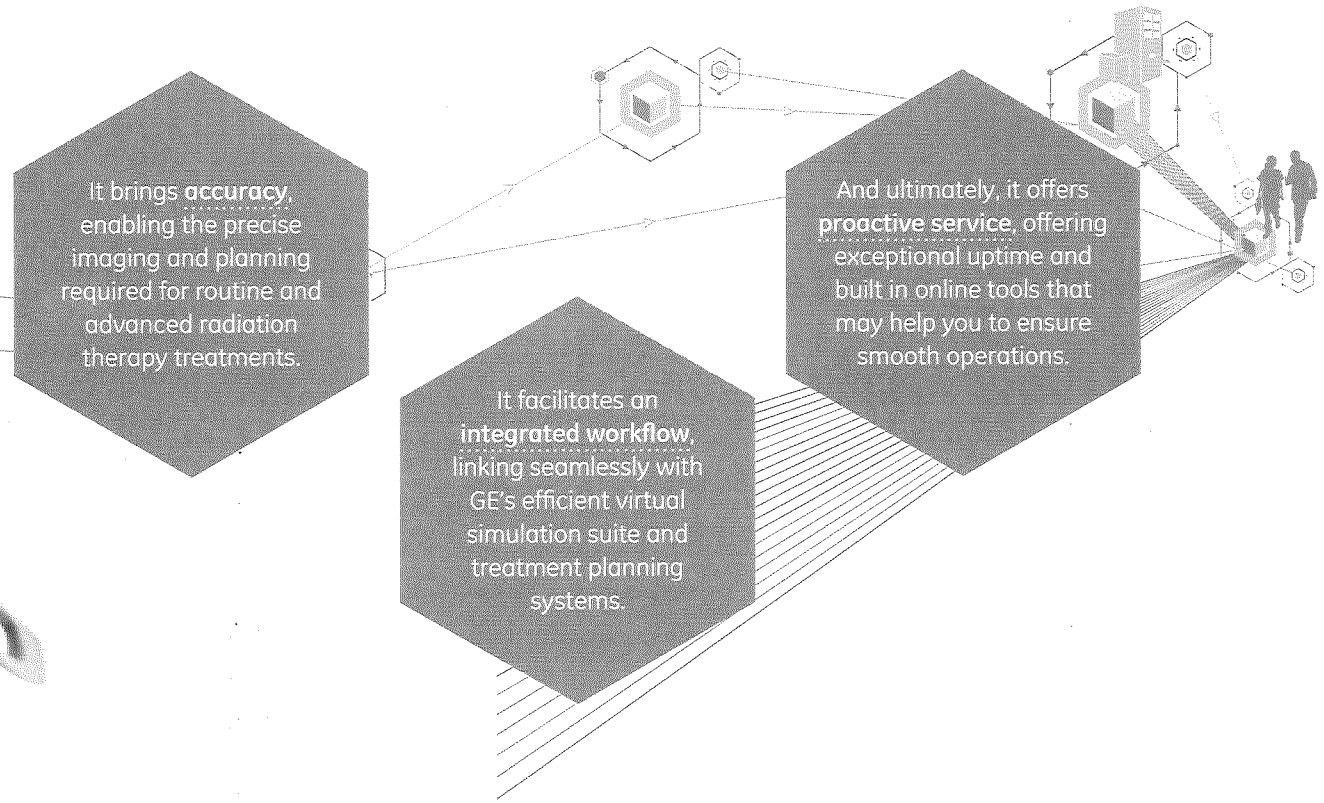
Taking aim at cancer requires more than skill and compassion — it takes the right connections.

Radiation oncologists must connect with a CT simulator that offers the accuracy and precision they need to find their target. This CT simulator has to connect with efficient virtual simulation tools that combine 4D and multi-modality imaging and seamlessly integrate with treatment planning systems. And it must connect with a proactive service partner dedicated to keeping their operations worry-free.



*But these connections, as critical as they are, serve a higher obligation — to deliver quality patient care*

The Optima CT580 RT\* is an advanced CT simulator designed to help you connect and deliver.



It brings accuracy, enabling the precise imaging and planning required for routine and advanced radiation therapy treatments.

It facilitates an integrated workflow, linking seamlessly with GE's efficient virtual simulation suite and treatment planning systems.

And ultimately, it offers proactive service, offering exceptional uptime and built in online tools that may help you to ensure smooth operations.

*The Optima CT580 RT has just the right technology for radiation oncologists, physicists, dosimetrists and therapists to connect and deliver. And it only comes from GE Healthcare.*

# Connect with accuracy.

From treatment planning and acquisition to virtual simulation and seamless connection to treatment planning, the Optima CT580 RT delivers precise operation at every step.

## Accurate patient positioning

The Optima CT580 RT gives you the full flexibility and freedom you need to precisely position patients in even the most demanding cases. Our TG66-compliant tables help provide accurate positioning, thanks to a stiffer cradle made from an advanced composite fiber to keep patients steady.

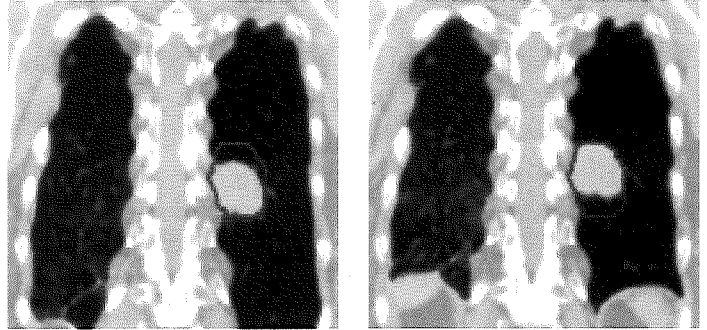
The system combines a generous 80-cm wide bore, a 65-cm display field of view, and state-of-the-art patient table design. As a result, patients can be positioned comfortably — and the skin surface can be visualized for optimized radiation therapy simulation and planning.



## Accurate motion management

Motion can be managed effectively through GE-exclusive Cine 4D technology. Advantage™ 4D respiratory gating solutions offer a new way to plan radiotherapy precisely for tumors in motion. This breakthrough application features integrated respiratory gating technologies, including Varian RPM™.

Clinicians can now capture the full range of motion of critical internal structures and lesions during respiration to target moving tumors for gated or ungated treatment. Flexibility is available for either retrospective or prospective gating. Our simple solutions are built to enable seamless workflow from scan to plan, offering flexible options for all clinical cases.



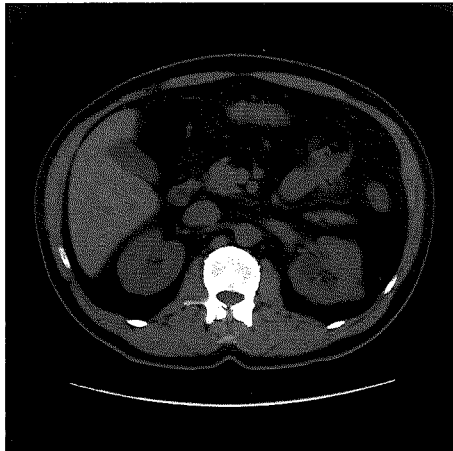
Contouring while visualizing motion.

## Accurate imaging

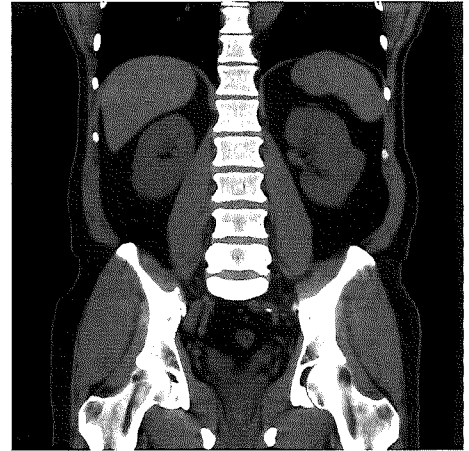
Thanks to the Optima CT580 RT's powerful 100 kW\* generator and 800 mA\* Performix™ Pro VCT 100 X-ray tube, you get exquisite image quality even in large patients. Image smaller structures and see greater details for accurate contouring. Reconstruct images fast. And handle 4D studies with remarkable ease.

## Accurate treatment planning

GE-exclusive microVoxel™ technology gives you the optimized choice of sub-millimeter slice thickness and reconstructed voxel size. This technology offers the ability to resolve smaller, subtle structures, enabling accurate contours and treatment plans. At the same time, high-resolution DRRs provide excellent visibility to airways, soft tissue and bone.



MicroVoxel isotropic image quality.



# Connect with an integrated workflow.

Whether it's linking you to treatment planning systems or GE virtual simulation tools, the Optima CT580 RT makes a complex workflow routine.

## Seamless workflow from scan to plan

The Optima CT580 RT offers seamless integration with a number of industry-leading treatment planning systems. GE's oncology portfolio has been certified for the new "Integrating the Health Environment—Radiation Oncology (IHE-RO)" standard.\*

## GE Virtual Simulation applications

### Advantage™ 4D

Our Advantage 4D respiratory gating solutions are fast and simple to use, providing seamless workflow from scan to plan — with flexible options for all clinical cases and workflow needs.

- Auto 4D provides motion assessment before a patient is released from the scanner, in as little as four minutes.\*\*
- Auto 4D allows 4D images to be automatically binned, networked and available for AdvantageSim™ MD or your treatment planning system within 90 seconds or less.

\*See [www.gehealthcare.com/us/en/interoperability/index.html](http://www.gehealthcare.com/us/en/interoperability/index.html)

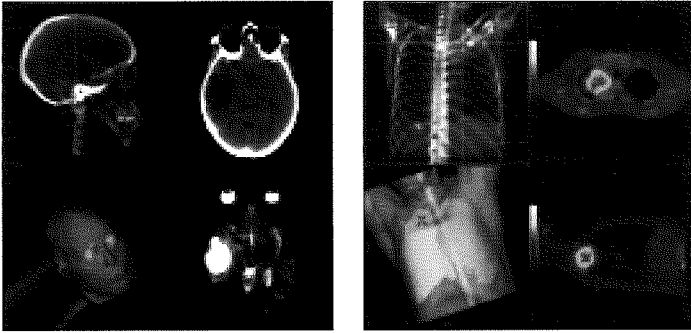
\*\*Available with 16 frame-per-second (fps) option





## AdvantageSim™ MD

Sophisticated yet simple, this CT simulation application produces precise data for the accurate localization, identification, beam definition and verification before treatment. High-resolution DRRs and outstanding low-contrast resolution help you visualize tumors. Multi-modality, multi-phase simulation — a complement to GE's pioneering 4D technology — and multi-organ auto segmentation improve the accuracy and speed of therapy planning.



### Integrated Registration

With Integrated Registration, CT, MR, PET and SPECT datasets can be automatically registered, helping clinicians to target and contour critical structures with greater accuracy and confidence.

### Accuracy

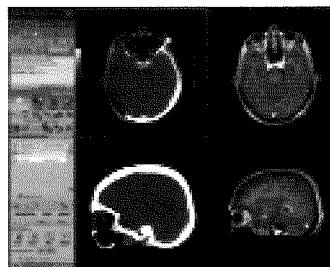
For exceptional accuracy, rigid and deformable algorithms are optimized to anatomical regions and imaging modalities.

### Speed

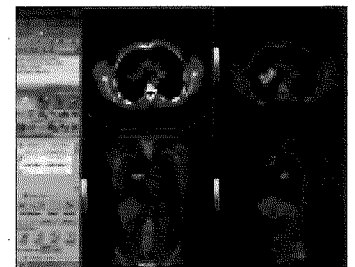
For the sake of speed, automatic fusion takes otherwise time-consuming image registration down to seconds, while auto-propagation of results makes multiple registration steps unnecessary. This is particularly valuable in 4D multi-phase and multi-sequence MR studies.

### Ease of Use

Results can be seamlessly exported to GE AdvantageSim or other Treatment Planning System.



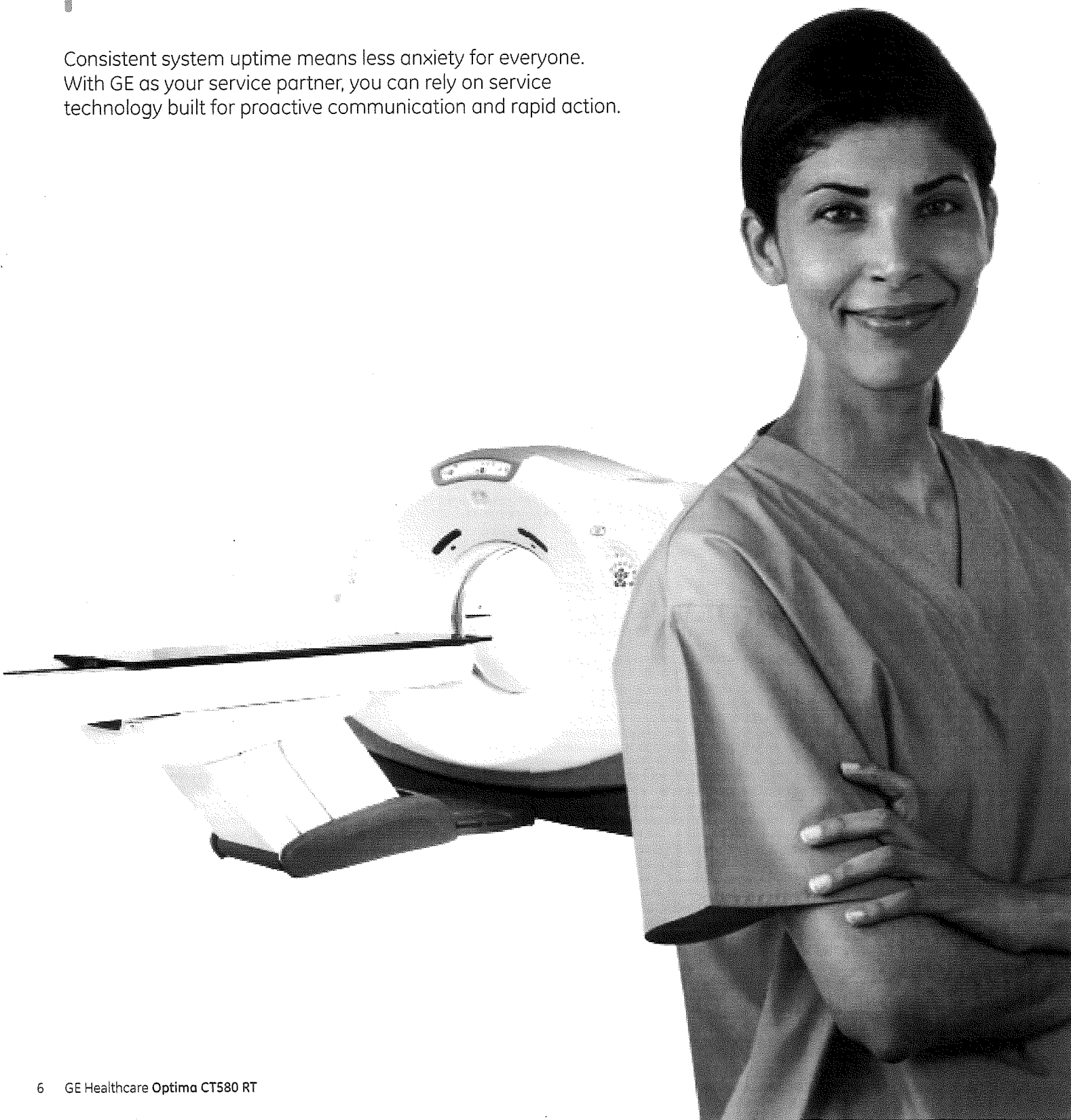
Rigid



Deformable

# Connect with proactive service.

Consistent system uptime means less anxiety for everyone.  
With GE as your service partner, you can rely on service  
technology built for proactive communication and rapid action.





*The Optima CT580 RT contains valuable technology that goes beyond delivering critical information to clinicians. It also includes a series of proprietary tools designed to keep the operation of your system worry-free.*

#### iLinq™

iLinq on-demand support saves the valuable time of you and your patients, letting your technologist contact a GE engineer right from the imaging console with the push of a button. The engineer can log in to your system and help diagnose issues then and there.

#### InSite™ Remote Diagnostics

InSite Remote Diagnostics helps keep your operations smooth by integrating your equipment with the GE digital services network. This allows our engineers to easily "see" inside your system, evaluate, diagnose and often resolve technical issues remotely.

#### InSite™ Knowledge Center

InSite Knowledge Center lets GE engineers solve your problems more quickly. By storing results from thousands of actual service experiences, we are able to access our collective expertise easily.

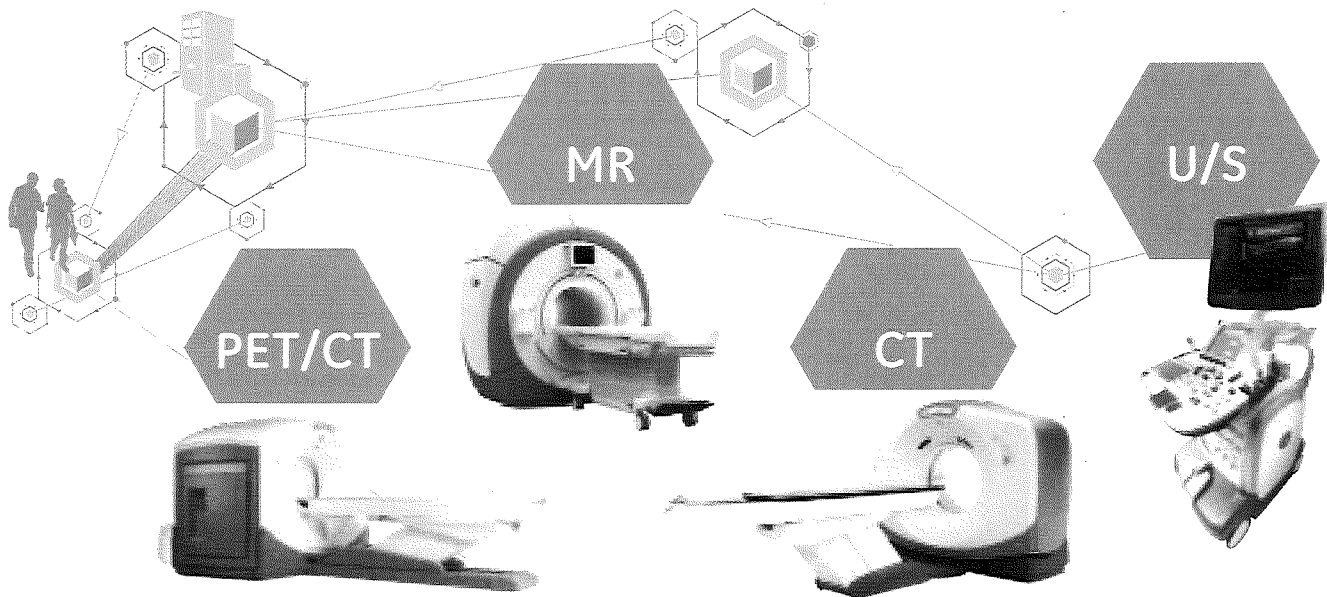


# Deliver quality patient care.

Once you've connected to accuracy, an integrated workflow and a proactive service partner, you'll have the tools you need to take aim at cancer. As a result, you'll be equipped to deliver a new level of patient care.

The Optima CT580 RT is built to help you sustain that great care over time, even as your needs change. It is a scalable offering that enables you to expand your oncology practice for the future. And additional capabilities — including tube power, respiratory gating and virtual simulation applications — offer you the opportunity to get a configuration that's right for your needs.

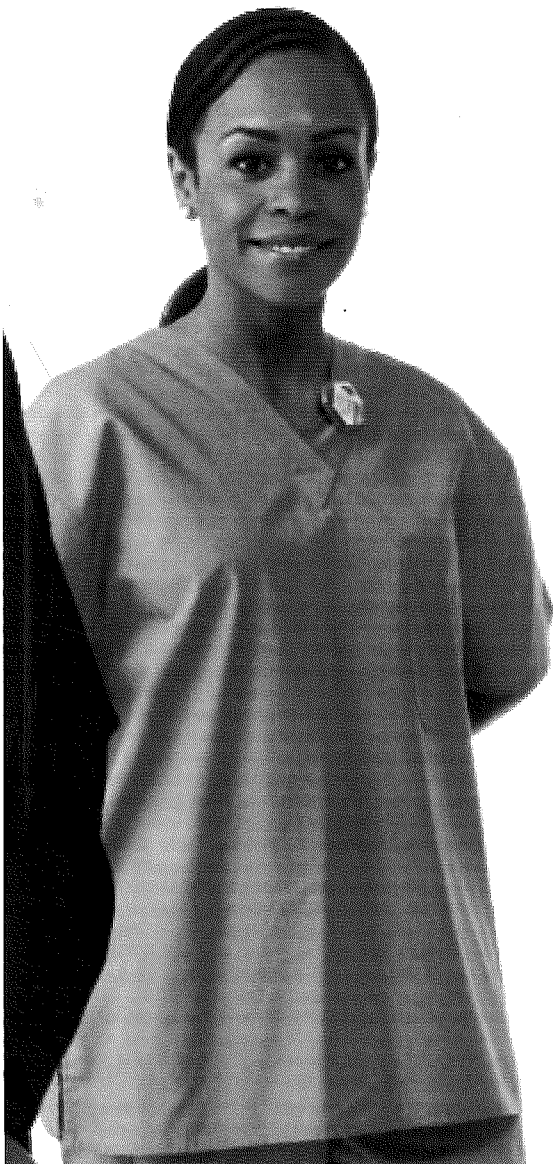




GE's oncology portfolio has been certified for the new "Integrating the Health Environment — Radiation Oncology" (IHE-RO) standard.\* Our broad oncology portfolio includes a range of products to help you serve your patients' needs. Diagnostic imaging equipment delivers the information clinicians need to make critical decisions. Breakthroughs in life sciences help support the latest oncology research. Our medical diagnostics products aid in understanding disease from the beginning, while our flexible IT solutions deliver the right information when and where it's needed.

Treatment planning is an important aspect of cancer care — but we know it's only one of many. GE is dedicated to connecting the full spectrum of oncology care. Through a comprehensive portfolio of products and services, we're helping our customers to make better informed and smarter decisions in their patients' care. By connecting the entire spectrum of care, we help ensure that you stay connected — to both your practice and your patients.

\*See [www.gehealthcare.com/us/en/interoperability/index.html](http://www.gehealthcare.com/us/en/interoperability/index.html)



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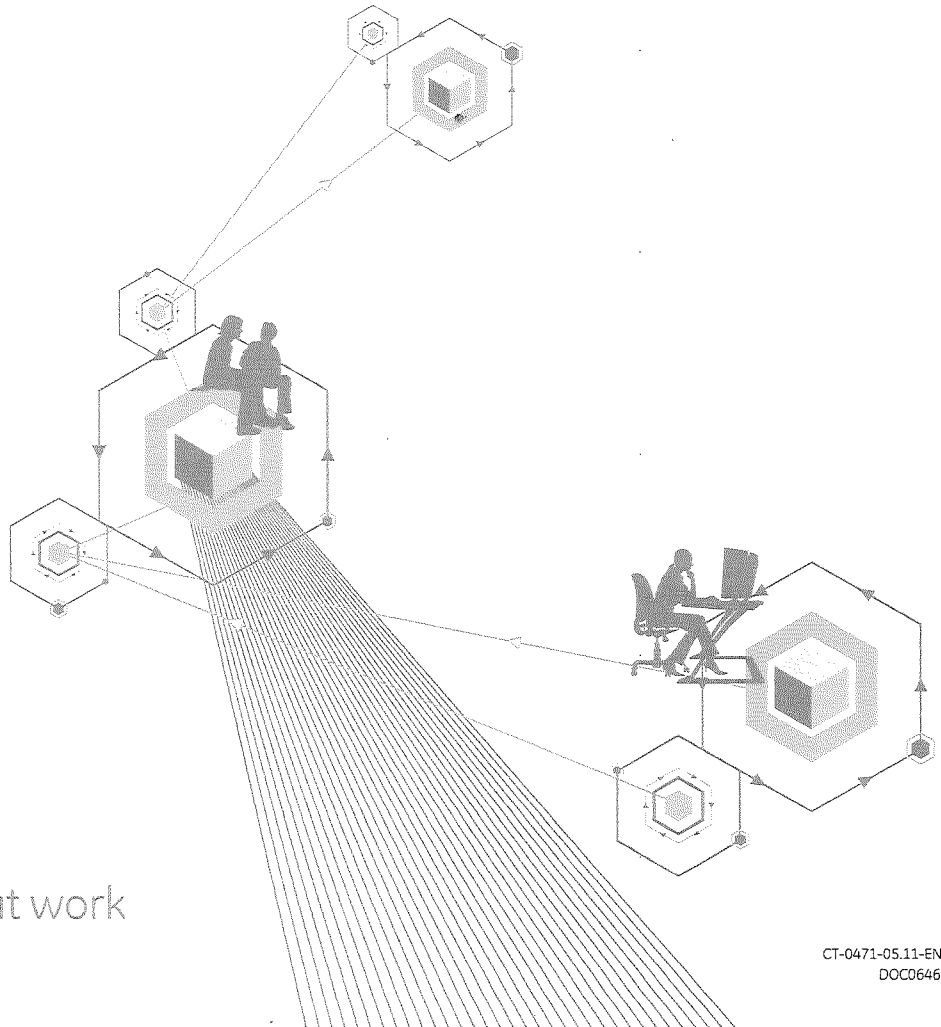
GE Healthcare, a division of General Electric Company.

About GE Healthcare

GE Healthcare provides transformational medical technologies and services that are shaping a new age of patient care. Our broad expertise in medical imaging and information technologies, medical diagnostics, patient monitoring systems, drug discovery, biopharmaceutical manufacturing technologies, performance improvement and performance solutions services help our customers to deliver better care to more people around the world at a lower cost. In addition, we partner with healthcare leaders, striving to leverage the global policy change necessary to implement a successful shift to sustainable healthcare systems.

Our "healthymagination" vision for the future invites the world to join us on our journey as we continuously develop innovations focused on reducing costs, increasing access and improving quality around the world. Headquartered in the United Kingdom, GE Healthcare is a unit of General Electric Company (NYSE: GE). Worldwide, GE Healthcare employees are committed to serving healthcare professionals and their patients in more than 100 countries. For more information about GE Healthcare, visit our website at [www.gehealthcare.com](http://www.gehealthcare.com).

GE Healthcare  
3000 North Grandview  
Waukesha, WI 53188  
USA



imagination at work

**SIEMENS**

**SIMVIEW 3000  
Performance Specifications**

APR 0 8 1983  
170000

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Part Number:            Rev. A

Revision Date: May 1995

**⚠ CAUTION: RESTRICTED USE DEVICE**

**Federal law restricts this device to use by or on the order of a therapeutic radiologist.**

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### 1.0 Isocenter

Sphere	$\leq 0.5$ mm radius at all gantry angles with max. 18 kg (40 lb) load in accessory tray
Height	$\leq 128$ cm

### 2.0 Gantry

Rotation Range	at SAD $> 105$ cm: $\pm 130^\circ$ at SAD $\leq 105$ cm: $\pm 185^\circ$
Locking Detents	Every $90^\circ$ , when operated from console at slow speed
Rotation Speed	Local: $360^\circ/\text{min.}$ with automatic ramp function Remote: variable, up to $360^\circ/\text{min.}$
Readouts	Local: mechanical and digital Remote: digital Accuracy: $\pm 0.5^\circ$ Resolution, digital: $0.5^\circ$ Resolution, mechanical: $1^\circ$
Controls	Local: hand pendant Remote: control console
Collision Detection	Mechanical through image intensifier/cassette holder
Collision Warning	Software controlled

### 3.0 Source - Axis Distance (x-ray arm)

SAD Range	60 to 140 cm.
Locking Detents	3 customer specified positions, set during installation
Speed	Local: $100$ cm/min. with automatic ramp function Remote: variable, up to $100$ cm/min.

<b>Number: 19 48 533</b> <b>Revision: A</b> <b>Date: 6/95</b>	<b>SIMVIEW 3000</b> <b>PERFORMANCE SPECIFICATIONS</b>	<b>Page: 6 of 18</b>
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Readouts	Local: mechanical and digital
	Remote: digital
	Accuracy: $\pm 1$ mm
	Resolution, digital: 1 mm
	Resolution, mechanical: 1 cm
Controls	Local: hand pendant
	Remote: control console
Source-Table Top	Range: 53 to 203 cm, minimum
Collision Warning	Software controlled

#### 4.0 Optical Range Finder

Range	55 to 150 cm
Accuracy	$\pm 0.2\%$ over entire range
Resolution	0.5 cm

#### 5.0 Source - Film Distance

Range	60 to 190 cm, minimum
Readouts	Local: digital
	Remote: digital
	Accuracy: $\pm 2$ mm
	Resolution, digital: 1 mm

#### 6.0 Isocenter - Film Distance

Range	0 to 50 cm, minimum
Readouts	Local: mechanical
	Accuracy: $\pm 1$ mm
	Resolution, mechanical: 1 cm

### 7.0 Collimator

Rotation Range	+/- 182°
Rotation Speed	Local: 9°/s with automatic ramp function Remote: variable, up to 9°/s
Readouts	Local: mechanical and digital Remote: digital Accuracy: ± 0.5° Resolution, digital: 0.5° Resolution, mechanical: 1°
Controls	Local: hand pendant Remote: control console
Collision Warning	Software controlled

### 8.0 Accessory Unit/Beam Block Holder - Manual Type (optional)

Motion	Manual, with locking devices
Range	43 to 67 cm, minimum, source to top of tray
Readouts	Local: mechanical and digital Remote: digital Accuracy, digital: user enters value into computer Accuracy, mechanical: ± 1 mm, measured at 5 mm graduation Resolution, digital: 5 mm Resolution, mechanical: 5 mm
Compatibility	All Siemens accessories, others with adapters (not supplied).

### 9.0 Accessory Unit/Beam Block Holder - Motorized Type (optional)

Range	43 to 67 cm, minimum
Speed	Local: 1 cm/s with automatic ramp function Remote: variable, up to 1 cm/s
Readouts	Local: mechanical and digital Remote: digital Accuracy, digital: $\pm 1$ mm Accuracy, mechanical: $\pm 1$ mm, measured at 5 mm graduation Resolution, digital: 1 mm Resolution, mechanical: 5 mm
Controls	Local: hand pendant Remote: control console
Maximum Load	Center: 20 daN 10 cm off-center: 10 daN

### 10.0 X-Ray Field Blades

Range	0.5 cm x 0.5 cm to 50 cm x 50 cm, at SAD = 100 cm
Speed, per blade	Local: 2 cm/s with automatic ramp function Remote: variable, up to 2 cm/s minimum
Controls	Local: hand pendant Remote: control console
Modes	Asymmetric, with 20 cm travel past central axis, at SAD = 100 cm Symmetric, with delineator tracking.

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**Tracking Modes**      Delineator tracking: blades track delineator wires (distance set at installation) over full range of blades.

Image intensifier tracking: blades automatically prevent exposure outside image intensifier field of view as image intensifier is moved.

### 11.0 Treatment Field Delineator Wires

**Range**                      0.5 cm x 0.5 cm to 50 cm x 50 cm, at SAD = 100 cm

**Speed, per wire**        Local:      2 cm/s with automatic ramp function

Remote:    variable, up to 2 cm/s

**Readouts**                Local:      digital

Remote:    digital

Accuracy:  $\pm 1$  mm at horizontal isocenter plane at SAD = 100 cm

Resolution: 1 mm

**Controls**                 Local:      hand pendant

Remote:    control console

**Modes**                    Symmetric

Asymmetric, with 22.5 cm travel past central axis, at SAD = 100 cm

**Light Field to  
Radiation Field  
Coincidence**

1 mm for each delineator wire, at SAD = 100 cm

**Squaring**                 $\leq 0.12^\circ$

**Parallelism**             $\leq 0.12^\circ$

**Color Coding**            X = green, Y = orange

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## 12.0 Image Intensifier Motion

<b>Range</b>	<b>Lateral: <math>\pm 20</math> cm from isocenter</b> <b>Longitudinal: <math>\pm 20</math> cm from isocenter</b> <b>Radial: <math>&gt; 50</math> cm from isocenter</b>
<b>Speed</b>	<b>Local: 2 cm/s with automatic ramp function</b> <b>Remote: variable, up to 2 cm/s</b>
<b>Readouts (Radial)</b>	<b>Local: mechanical and digital</b> <b>Remote: digital</b> <b>Digital: source to film distance</b> <b>Mechanical: isocenter to film distance (IFD)</b> <b>Accuracy, source to film distance (SFD): <math>\pm 2</math> mm</b> <b>Resolution, digital (SFD): 1 mm</b> <b>Resolution, mechanical (IFD): 1 cm</b>
<b>Controls</b>	<b>Local: hand pendant, table side</b> <b>Remote: control console</b>
<b>Motions</b>	<b>Hand pendant: lateral, longitudinal, 4 diagonals, vertical, auto centering</b> <b>Table side: auto centering</b> <b>Control Console: lateral, longitudinal, diagonal, vertical, auto centering</b>
<b>Interlocks</b>	<b>Default to prevent fluoroscopy if film cassette is inserted</b> <b>Default to prevent radiography if film cassette is not inserted</b>
<b>Collision Detection</b>	<b>Mechanical through image intensifier/cassette holder</b>
<b>Collision Warning</b>	<b>Software controlled</b>

### 13.0 Radiographic Cassette Holder

Cassette Size	36 cm x 43 cm (14" x 17") Smaller sizes with adapter
Rotation	± 90°
Locking Detents	At -90°, 0°, 90°
Grid	Unfocused grid included
Ionization Chamber	Included, 3 chamber type
Collision Detection	Mechanical through image intensifier/cassette holder
Collision Warning	Software controlled

### 14.0 Patient Table Motions

Motions:

Motion	Range	Motorized	Freefloat	Speed: Local	Speed: Remote
Lateral	± 25 cm	yes	yes	0.7, 2 cm/sec	0-2 cm/sec
Longitudinal	100 cm	yes	yes	0.7, 4 cm/sec	0-4 cm/sec
Vertical	65-135 cm	yes	no	0.7, 2 cm/sec	0-2 cm/sec
Isocentric Rotation	± 120°	standard	*	0.7, 4°/sec	0-4°/sec
Column Rotation	± 100°	optional	*	0.6, 2°/sec	0-2°/sec

\* Isocentric rotation and column rotation operate via free float when motorization is not purchased.

Readouts:

Motion	Accuracy	Resolution: Digital	Resolution: Mechanical
Lateral	± 1 mm	1 mm	1 mm
Longitudinal	± 1 mm	1 mm	5 mm
Vertical	± 1 mm	1 mm	5 mm
Isocentric Rotation	± 0.5°	0.5°	1°
Column Rotation	± 0.5°	0.5°	1°

Controls Local: table side (both sides)

Remote: control console

Collision Warning Software controlled

### 15.0 Patient Table Top

Material Carbon Fiber

Size 219 cm L x 50 cm H x 6 cm Thick

Sag ≤ 5 mm at isocenter with fully extended table front with 135 daN distributed evenly within a 50 cm x 200 cm area about isocenter.

Transmission ≤ 1 mm aluminum equivalence

Capacity Lift: 182 kg (400 lbs)

Maximum load at table top end when extended toward gantry: 70 kg (154 lbs)

Accessory Rails Removable



### 16.0 Room Size

Minimum 3.0 m H x 5.600 m L x 5.5 m W, excluding remote control console area.

A smaller room size may be acceptable, as determined on a case by case basis, with a compromise on some specifications.

Pit Depth Minimum 23 cm.

### 17.0 Special Software Functions

**Collision Warning** The SIMVIEW™ 3000 simulator alerts the user of a risk of collision between the patient and simulator, or between simulator elements via:

Beeping in the simulator room and the remote console area, and;

Computer display which indicates the elements at risk of collision.

**Load Function** Automatically positions patient table to the ready position for simulation, starting from the unload position.

**Unload Function** Automatically positions patient table to the unload position for patient unloading. Unload position is as follows:

Table height: 65 cm from ground

Transversal position: + or - 25 cm, configured at installation

Longitudinal position: 0 cm

**Auto Set-Up** Automatically positions mechanical simulator components to predetermined positions for planning of treatments for specific anatomies.

Includes 40 preprogrammable set-ups.

**LANTIS Network** The SIMVIEW 3000 simulator can be networked with the LANTIS record and verify system.

### 18.0 Simulator Options

- Motorized Table-Column Rotation
- Floor Stand for Remote Control Console
- Manual Accessory Holder
- Motorized Accessory Holder
- LANTIS X-Link

### 19.0 X-ray Generator

Type	Multipulse, high frequency
User Interface	Fast, simple operation via touch screen console
Power Rating	50 kW maximum
Output	800 mA at 60 kV / 50 kW 500 mA at 99 kV / 50 kW (according to DIN 6822) 400 mA at 125 kV / 50 kW 330 mA at 150 kV / 50 kW
Fluoroscopy	Working range 40 kV to 110 kV, 0.5 mA to 18 mA, at maximum output of 1100 W.
Exposure Voltage	53 steps from 50 to 150 kV steps in half Siemens exposure points
Automatic Exposure Control	IONTOMAT PL is integrated into the generator Three field ion chamber is included with system
Automatic Exposure Control	1-point technique with continuous falling load 2-point technique with constant load 3-point technique with constant load 3-point technique (with IONTOMAT PL) with constant load
mAs Integrator	56 steps from 1.2 mAs to 800 mAs

steps in half Siemens exposure points

**Exposure Times**

- 1 point technique 2 ms to 5 s with post-exposure display of mAs and time
- 2 point technique 2 ms to 5 s, depending on kW, mAs, and kV in 70 steps
- 3 point technique 20 ms to 5 s, depending on kW, mAs, and kV in 50 steps

**Auto Fluoroscopy Control** Included

**Anatomical Programming** Optional

Up to 125 organ programs

Simple user programming

**Line Voltage** 400 V  $\pm$  10%, 50/60 Hz, three phase current  
(440/480 V,  $\pm$  10%, 60 Hz three phase current via internal pre-transformer, extension)  
Internal line impedance 0.15 Ohm (400 V), 0.20 Ohm (440 V), 0.24 Ohm (480 V)

**20.0 X-Ray Tube**

- Focal Spots** 0.4 mm and 1.0 mm
- Nominal Power** 0.4 mm: 12 kW, 1.0 mm: 50 kW
- Anode Angle** 16°
- Anode Speed**  $\geq$  8500 RPM
- Anode Heat Capacity** 600,000 HU
- Anode Heat Dissipation** 162,000 HU/min

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Tube Assembly	
Heat Capacity	2,400,000 HU
Min. Inherent Filtration	2.5 mm Al / 75 kV

### 21.0 Image Intensifier

**Special Features:** Highly transparent input window of 95% transparency for the x-ray beam of ICRU radiation quality makes the impinging useful beam produce a true image on the x-ray screen.

HDQE cesium iodide x-ray screen of very fine structure - lowest quantum noise and excellent resolving power lead to a dose reduction of 50%.

Precision electron optics - minimum image distortion free of disturbing astigmatism, highly uniform resolution over the entire field of view.

Electron optical format switching - improved detail visibility and increased resolution properties when switching to 17 cm image format.

HR output with anti-glare screen and scattered-light trap - high overall image definition with high contrast dynamics. Stray-light effects are prevented from occurring and image blooming is practically eliminated.

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Nominal Diameter 30 cm

Diameter of Input Field

useful size 28.3 cm

with zoom 17 cm

Input Window

material Aluminum

thickness 0.8 mm

transparency 95% (for ICRU beam quality)

Resolution at center

30 cm mode:  $\geq 4.2$  lp/mm

17 cm mode:  $\geq 5.4$  lp/mm

Resolution at margin (90% radius)

30 cm mode:  $\geq 3.8$  lp/mm

17 cm mode:  $\geq 5.2$  lp/mm

Intensifying Factor

30 cm mode:  $\geq 23000$

17 cm mode:  $\geq 7200$

Conversion Factor,  $G_x$  (IEC 573-1977, DIN 6825/1)

30 cm mode:  $\geq 26.5$  cd/m<sup>2</sup>/  $\mu$  G/s

$\geq 230$  cd/m<sup>2</sup>/mR/s

17 cm mode:  $\geq 8.3$  cd/m<sup>2</sup>/  $\mu$  G/s

$\geq 72$  cd/m<sup>2</sup>/mR/s

Contrast Ratio, 10% 20:1 (22 mm Al prefilter, 7 mm Al half-value layer)

25:1 (at 50 kV without additional filter)

Max. Ambient

Temperature 35° C

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**SIMVIEW 3000  
PERFORMANCE SPECIFICATIONS**

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## 22.0 Fluoroscopy Camera

Model	Videomed DI
Last Image Hold	Included
Image Pickup	CCD (aprox. 470,000 pixels)
TV Standards	50 Hz: 625 lines (CCIR) 60 Hz: 525 lines (EIA)
Aspect Ratio	3:4 (height:width)
Optical System	Anamorphic +1:1.1/25 mm
AGC Range	20 dB
Video Output Signal	Video output 1 Vpp (BAS) composite video signal white positive at 75 ohms
Video Amplifier Bandwidth	20 Mhz; -3 dB
Signal-to-Noise Ratio	> 58 dB (800:1); noise measurement according to CCIR, AGC off; gamma = 1; sliding weighted averaging (GGM) off
Monitor	44 cm diagonal, standard (two options)

## 23.0 X-ray System Options

POLYDOROS Organ Programming

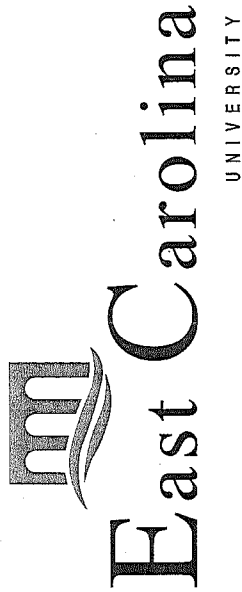
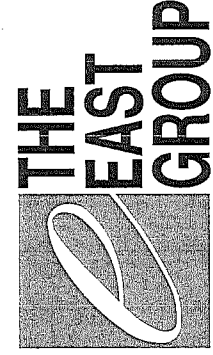
**TREATMENT PLAN CONVERSION**

	Monday 29-Jul	Tuesday 30-Jul	Wednesday 31-Jul	Thursday 1-Aug	Friday 2-Aug
Week 1					
8a-12	Terry	Riley	Kristen	Cathi	Gwen
Doctors:		Cathi & Patrice			
		Aturi 8-12		Faidas 8-10	Raab 8:30-10:30
		Faidas 8-12			
		Liles 8-12			
1p-5p	Patrice	Patrice	Kristen	Cindy	Cindy
Doctors:	Asch 3-5		Terry	Patrice	Kristen
			Walker 1-5	Semer LICS 1-5	
			Lepera 1-5	White 2-4 pm - Cathi	Aljumaily 1-5
			Semer 5-7 - Patrice		Knupp 1-5
Week 2					
8a-12	Monday 5-Aug	Tuesday 6-Aug	Wednesday 7-Aug	Thursday 8-Aug	Friday 9-Aug
Doctors:	Cindy	Cathi, Cindy	Patrice	Patrice	Patrice
		Kristen, Riley			
		Liles 8-12	Walker 8-12 ??		
		Aljumaily 8-12			
		Atluri 8-12			
		Faidas 8-12			
1p-5p	Kristen	Cathi	Patrice	Cathi	Kristen
Doctors:	Asch 3-5		Lepera 1-5	Semer LICS 1-5	Abdallah 1-4 - Patrice
			Semer 5-7 - Patrice	White 2-4 - Patrice	Knupp 1-5

# **Appendix C**

## **Drawings and Construction Estimate**





**EAST CAROLINA UNIVERSITY**  
GREENVILLE, NORTH CAROLINA

**LEO W. JENKINS CANCER CENTER  
CT SIMULATOR REPLACEMENT**

TEG PROJECT NO. 20130098

SCO ID # 12-09935-01A  
RFB-2013-29-HSC

**ISSUED FOR CONSTRUCTION**  
**JULY 12, 2013**

DRAWING INDEX							
<b>TITLE/GENERAL</b> TITLE SHEET G01 NORTH CAROLINA CORE SUMMARY G02 FIRST FLOOR LAYOUT G03 FIRST FLOOR LAYOUT - SAFETY PLAN	<b>SURVEY/DEM/LANDSCAPING</b> N/A	<b>ARCHITECTURAL</b> A11 DEMOLITION PLAN A21 ELEVATION PLAN A31 INTERIOR ELEVATIONS AND MILLWORK DETAILS	<b>INTERIORS</b> I01 FRESH PLAN, SCHEDULE, LEGEND & INTERIOR DETAILS  <b>VENDOR</b> V01 SITE READINGS V02 EQUIPMENT LAYOUT V03 STRUCTURAL DETAILS V04 ELECTRICAL, MECHANICAL & PLUMBING DETAILS V05 EQUIPMENT DETAILS V06 EQUIPMENT DETAILS	<b>STRUCTURAL</b> S01 SLAB PLAN, EQUIPMENT OVERHEAD TRAVEL PLAN, AND DETAILS  <b>FIRE PROTECTION</b> N/A	<b>PLUMBING/PILING</b> N/A	<b>MECHANICAL</b> M01 LEGEND M02 FRESH PLAN M03 FIRST FLOOR PLAN REVISION M04 FIRST FLOOR PLAN REVISION M05 FIRST FLOOR PLAN REVISION M06 FIRST FLOOR PLAN REVISION M07 FIRST FLOOR PLAN REVISION M08 FIRST FLOOR PLAN REVISION M09 FIRST FLOOR PLAN REVISION M10 FIRST FLOOR PLAN REVISION M11 FIRST FLOOR PLAN REVISION M12 FIRST FLOOR PLAN REVISION M13 FIRST FLOOR PLAN REVISION M14 FIRST FLOOR PLAN REVISION M15 FIRST FLOOR PLAN REVISION M16 FIRST FLOOR PLAN REVISION M17 FIRST FLOOR PLAN REVISION M18 FIRST FLOOR PLAN REVISION M19 FIRST FLOOR PLAN REVISION M20 FIRST FLOOR PLAN REVISION M21 FIRST FLOOR PLAN REVISION M22 FIRST FLOOR PLAN REVISION M23 FIRST FLOOR PLAN REVISION M24 FIRST FLOOR PLAN REVISION M25 FIRST FLOOR PLAN REVISION M26 FIRST FLOOR PLAN REVISION M27 FIRST FLOOR PLAN REVISION M28 FIRST FLOOR PLAN REVISION M29 FIRST FLOOR PLAN REVISION M30 FIRST FLOOR PLAN REVISION M31 FIRST FLOOR PLAN REVISION M32 FIRST FLOOR PLAN REVISION M33 FIRST FLOOR PLAN REVISION M34 FIRST FLOOR PLAN REVISION M35 FIRST FLOOR PLAN REVISION M36 FIRST FLOOR PLAN REVISION M37 FIRST FLOOR PLAN REVISION M38 FIRST FLOOR PLAN REVISION M39 FIRST FLOOR PLAN REVISION M40 FIRST FLOOR PLAN REVISION M41 FIRST FLOOR PLAN REVISION M42 FIRST FLOOR PLAN REVISION M43 FIRST FLOOR PLAN REVISION M44 FIRST FLOOR PLAN REVISION M45 FIRST FLOOR PLAN REVISION M46 FIRST FLOOR PLAN REVISION M47 FIRST FLOOR PLAN REVISION M48 FIRST FLOOR PLAN REVISION M49 FIRST FLOOR PLAN REVISION M50 FIRST FLOOR PLAN REVISION M51 FIRST FLOOR PLAN REVISION M52 FIRST FLOOR PLAN REVISION M53 FIRST FLOOR PLAN REVISION M54 FIRST FLOOR PLAN REVISION M55 FIRST FLOOR PLAN REVISION M56 FIRST FLOOR PLAN REVISION M57 FIRST FLOOR PLAN REVISION M58 FIRST FLOOR PLAN REVISION M59 FIRST FLOOR PLAN REVISION M60 FIRST FLOOR PLAN REVISION M61 FIRST FLOOR PLAN REVISION M62 FIRST FLOOR PLAN REVISION M63 FIRST FLOOR PLAN REVISION M64 FIRST FLOOR PLAN REVISION M65 FIRST FLOOR PLAN REVISION M66 FIRST FLOOR PLAN REVISION M67 FIRST FLOOR PLAN REVISION M68 FIRST FLOOR PLAN REVISION M69 FIRST FLOOR PLAN REVISION M70 FIRST FLOOR PLAN REVISION M71 FIRST FLOOR PLAN REVISION M72 FIRST FLOOR PLAN REVISION M73 FIRST FLOOR PLAN REVISION M74 FIRST FLOOR PLAN REVISION M75 FIRST FLOOR PLAN REVISION M76 FIRST FLOOR PLAN REVISION M77 FIRST FLOOR PLAN REVISION M78 FIRST FLOOR PLAN REVISION M79 FIRST FLOOR PLAN REVISION M80 FIRST FLOOR PLAN REVISION M81 FIRST FLOOR PLAN REVISION M82 FIRST FLOOR PLAN REVISION M83 FIRST FLOOR PLAN REVISION M84 FIRST FLOOR PLAN REVISION M85 FIRST FLOOR PLAN REVISION M86 FIRST FLOOR PLAN REVISION M87 FIRST FLOOR PLAN REVISION M88 FIRST FLOOR PLAN REVISION M89 FIRST FLOOR PLAN REVISION M90 FIRST FLOOR PLAN REVISION M91 FIRST FLOOR PLAN REVISION M92 FIRST FLOOR PLAN REVISION M93 FIRST FLOOR PLAN REVISION M94 FIRST FLOOR PLAN REVISION M95 FIRST FLOOR PLAN REVISION M96 FIRST FLOOR PLAN REVISION M97 FIRST FLOOR PLAN REVISION M98 FIRST FLOOR PLAN REVISION M99 FIRST FLOOR PLAN REVISION M100 FIRST FLOOR PLAN REVISION	<b>ELECTRICAL</b> E01 LEGEND E02 WIRING, LOAD SUMMARY AND GENERAL NOTES E03 FLOOR PLAN - POWER E04 FLOOR PLAN - POWER E05 FLOOR PLAN - POWER E06 FLOOR PLAN - POWER E07 FLOOR PLAN - POWER E08 FLOOR PLAN - POWER E09 FLOOR PLAN - POWER E10 FLOOR PLAN - POWER E11 FLOOR PLAN - POWER E12 FLOOR PLAN - POWER E13 FLOOR PLAN - POWER E14 FLOOR PLAN - POWER E15 FLOOR PLAN - POWER E16 FLOOR PLAN - POWER E17 FLOOR PLAN - POWER E18 FLOOR PLAN - POWER E19 FLOOR PLAN - POWER E20 FLOOR PLAN - POWER E21 FLOOR PLAN - POWER E22 FLOOR PLAN - POWER E23 FLOOR PLAN - POWER E24 FLOOR PLAN - POWER E25 FLOOR PLAN - POWER E26 FLOOR PLAN - POWER E27 FLOOR PLAN - POWER E28 FLOOR PLAN - POWER E29 FLOOR PLAN - POWER E30 FLOOR PLAN - POWER E31 FLOOR PLAN - POWER E32 FLOOR PLAN - POWER E33 FLOOR PLAN - POWER E34 FLOOR PLAN - POWER E35 FLOOR PLAN - POWER E36 FLOOR PLAN - POWER E37 FLOOR PLAN - POWER E38 FLOOR PLAN - POWER E39 FLOOR PLAN - POWER E40 FLOOR PLAN - POWER E41 FLOOR PLAN - POWER E42 FLOOR PLAN - POWER E43 FLOOR PLAN - POWER E44 FLOOR PLAN - POWER E45 FLOOR PLAN - POWER E46 FLOOR PLAN - POWER E47 FLOOR PLAN - 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POWER E92 FLOOR PLAN - POWER E93 FLOOR PLAN - POWER E94 FLOOR PLAN - POWER E95 FLOOR PLAN - POWER E96 FLOOR PLAN - POWER E97 FLOOR PLAN - POWER E98 FLOOR PLAN - POWER E99 FLOOR PLAN - POWER E100 FLOOR PLAN - POWER









July 23, 2013

Nicholas R. McKinley, PE  
Project Manager – Facilities Engineering & Architectural Services  
East Carolina University  
1001 E. Fourth Street  
Greenville, NC 27858

**Re: Leo Jenkins Cancer Center  
CT Simulator Replacement  
Opinion of Probable Construction Cost**

**Corporate Office**  
324 Evans St  
Greenville  
NC 27858  
Tel 252.758.3746  
Fax 252.830.3954

**Raleigh Office**  
4325 Lake Boone Trail  
Suite 311  
Raleigh  
NC 27607  
Tel 919.784.9330  
Fax 919.784.9331

[www.eastgroup.com](http://www.eastgroup.com)

Dear Mr. McKinley:

As you are aware, we are currently designing the replacement for the CT Simulator at the Leo Jenkins Cancer Center. In effort to develop an early construction cost estimate, The East Group has met with your staff, collaborated with the equipment vendor, and has submitted drawings for review by the appropriate stakeholders. In effort to develop an early construction cost estimate the drawings have also been reviewed and priced at this level of completion. The method of developing the construction cost estimate is based on actual schedule of values of a recent competitive bid project and making adjustments specific to this project including working hours and infection control requirements.

We have broken the pricing down to reflect the base bid, alternate 1 and alternate 2 as follows:

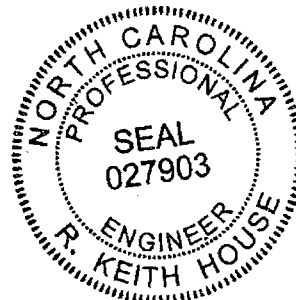
Base bid (including contingency) - \$260,400  
Alternate #1 (finish upgrade to old CT Room includes contingency) - \$30,870  
Alternate #2 (redundant HVAC system for Simulator includes contingency) - \$32,550  
Consultant (vibration analysis) - \$5,293  
Professional fees - \$44,500  
**Total construction costs and design related fees (including alternates) - \$373,613**

Please call me at (252) 758-3746 if you have questions.

Sincerely,  
The East Group, PA

A handwritten signature in black ink, appearing to read 'Keith House'.

Keith House, PE  
Managing Principal  
E-mail: [keith.house@eastgroup.com](mailto:keith.house@eastgroup.com)  
Phone: (252) 522-3746  
Fax: (252) 830-3954



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ARCHITECTURE  
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SURVEYING  
—  
TECHNOLOGY  
—



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**CT Simulator Replacement – Breakdown Pricing  
 (Based on schedule of values from similar project)**

Item or Task	Base Bid	Alternate #1	Alternate #2
General Conditions	\$88,000		
Demolition	\$7,000	\$1,100	
Floor slab preparation/concrete	\$15,000		
Structural supports	\$10,000		
Millwork	\$7,000		
Doors/misc. lead lining	\$14,000		
Finishes	\$26,000	\$6,300	
Mechanical	\$41,000	\$4,500	\$26,000
Electrical	\$40,000	\$17,500	\$5,000
<b>Construction Costs (sub-total)</b>	<b>\$248,000</b>	<b>\$29,400</b>	<b>\$31,000</b>
Construction contingency (5%)	\$12,400	\$1,470	\$1,550
Vibration consultant			
*Total included in Base	\$5,293		
Professional (A/E fees)			
*Total included in Base	\$44,500		
<b>Total Costs</b>	<b>\$310,193</b>	<b>\$30,870</b>	<b>\$32,550</b>

ENGINEERING  
 —  
 ARCHITECTURE  
 —  
 SURVEYING  
 —  
 TECHNOLOGY  
 —

**Appendix D**  
**Capital Cost Sheet**

## CAPITAL COST SUMMARY

### Site Costs

(1) Full purchase price of land		\$	0
	Acres 0 Price per Acre \$ _____		
(2) Closing costs		\$	0
(3) Site Inspection and Survey		\$	0
(4) Legal fees and subsoil investigation		\$	0
(5) Site Preparation Costs [Include]			
	Soil Borings		
	Clearing and Grading		
	Roads and Parking		
	Sidewalks		
	Water and Sewer		
	Excavation and Backfill		
	Termite Treatment		
	Sub-Total Site Preparation Costs	\$	0
(6) Other (Specify)		\$	0
(7) Sub-Total Site Costs			\$ 0
Construction Contract			
(8) Cost of Materials [Include]			
	General Requirements		
	Concrete/Masonry		
	Woods/Doors & Windows/Finishes		
	Thermal & Moisture Protection		
	Equipment/Specialty Items		
	Mechanical/Electrical		
	Sub-Total Cost of Materials	\$	0
(9) Cost of Labor		\$	0
(10) Other			
(11) Sub-Total Construction Contract			\$ 323,820
Miscellaneous Project Costs			
(12) Building Purchase		\$	0
(13) Fixed Equipment Purchase/Lease		\$	774,168
(14) Movable Equipment Purchase/Lease		\$	0
(15) Furniture		\$	0
(16) Landscaping		\$	0
(17) Consultant Fees			
	Architect and Engineering Fees	\$	49,793
	Legal Fees		
	Market Analysis		
	CON Preparation		
	Sub-Total Consultant Fees	\$	49,793
(18) Financing Costs (e.g. Bond, Loan, etc.)		\$	0
(19) Interest During Construction		\$	0
(20) Other (Specify)		\$	0
(21) Sub-Total Miscellaneous			\$ 823,961
(22) Total Project Capital Cost (Sum A-C above)		\$	1,147,781



# **Appendix E**

## **Existing Equipment Removal Letter**

# Trade-in Addendum to GE Healthcare Quotation

THIS ADDENDUM, dated this 15 day of January, 2013, between GE Healthcare ("GEHC") and NewCo Cancer Services ("Customer"), is made a part of Quotation Number P8-C122705V16 between GEHC and Customer regarding the GE Optima 580RT 16 ("Quotation").

The Quotation is modified to add the following provisions:

Trade-In:

A. IN CONSIDERATION of a trade-in allowance of \$2,000.00, Customer hereby conveys to GEHC title to the following equipment, free and clear of all liens and encumbrances, effective as of the date de-installation of the equipment begins for the purpose of installing the replacement equipment provided to Customer under the Quotation. CUSTOMER HEREBY EXPRESSLY REPRESENTS AND WARRANTS THAT THIS EQUIPMENT IS NOT OWNED BY OR LEASED FROM ANOTHER PARTY.

<u>Equipment Mfr.</u>	<u>Model and Description</u>	<u>Quantity</u>	<u>System ID/Serial Number</u>
GE	CTI	1	

- B. If the above equipment is a mobile diagnostic imaging system contained in a mobile van or other motor vehicle that is included with this trade-in, Customer warrants and represents that it has properly registered, licensed and titled such van/motor vehicle with the appropriate state or local authorities, and Customer further agrees to deliver to GEHC upon execution of this Addendum any registration, license and title documents as GEHC may require to obtain registration, license and title in GEHC's own name and/or for re-sale to a third party.
- C. GEHC will, at its expense, arrange for deinstallation and removal of the above equipment, provided that Customer will be responsible for any required rigging, construction or demolition expenses. Customer will provide GEHC or its contractor with timely and unrestricted access to remove the equipment during Customer's normal business hours on a mutually agreed schedule. Customer acknowledges that any failure to provide such access may delay the installation of the replacement equipment provided under the Quotation. Unless covered under the Quotation with respect to installation of the replacement equipment, Customer is responsible for any facility reconditioning after removal of the equipment.
- D. Prior to deinstallation and removal of mobile and fixed asset equipment, Customer will ensure that the site where the equipment is located and the equipment itself are clean and free of bodily fluids and other materials that may have the potential to carry diseases. Customer is also responsible for remediating all biohazards that may be discovered during the deinstallation process (i.e., under equipment covers/below access flooring/in cable ducts, etc).
- E. Customer is also responsible for the proper management and disposal of the following materials that may be located at Customer's site: radioactive sources; PET radioactive pins; biohazard filled bags; pharmaceuticals; and all other materials considered hazardous under U.S. Department of Transportation shipping regulations. These materials will be left in Customer's possession for management, transportation, and disposal by Customer or its contractors in accordance with applicable legal requirements.
- F. Until it is deinstalled and removed by GEHC or its contractor, Customer is responsible for risk of loss and damage to the equipment, the proper operation of the equipment and compliance with any laws relating to operation of the equipment, and Customer will maintain the equipment in its present condition. It is the responsibility of Customer to ensure that any Protected Health Information (as defined by the Health Insurance Portability and Accountability Act Privacy Rule) is removed from the Equipment before the Equipment is removed. Customer represents and warrants that it has removed all Protected Health Information from the Equipment. Customer further agrees to indemnify GEHC for any loss whatsoever resulting from any Protected Health Information that is not removed from the Equipment. The parties agree that GEHC shall have no obligations whatsoever in connection with any Protected Health Information that is not properly removed from the Equipment by Customer.
- G. If any of the conditions in this Quotation Addendum or obligations of Customer are not fulfilled, or if the equipment is missing any components or is inoperable at the time of deinstallation, GEHC may at its option reduce the trade-in allowance, or decline to purchase or revoke acceptance of the equipment.

All other terms, conditions and provisions of the Quotation remain unmodified and in full force and effect. In witness whereof, this Addendum has been executed by GEHC and Customer effective as of the date set forth above.

GE HEALTHCARE

NewCo Cancer Services

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## Trade-in Addendum to GE Healthcare Quotation (Zero Trade-in Allowance)

THIS ADDENDUM, dated this 15th day of January, 2013, between GE Healthcare ("GEHC") and NewCo Cancer Services ("Customer"), is made a part of Quotation Number P7-C122075V16 between GE and Customer regarding the Optima 580RT 16 ("Quotation").

The Quotation is modified to add the following provisions:

Trade-In:

- A. Customer hereby conveys to GEHC title to the following equipment, free and clear of all liens and encumbrances, effective as of the date de-installation of the equipment begins for the purpose of installing the replacement equipment provided to Customer under the Quotation. CUSTOMER HEREBY EXPRESSLY REPRESENTS AND WARRANTS THAT THIS EQUIPMENT IS NOT OWNED BY OR LEASED FROM ANOTHER PARTY.

<u>Equipment Mfr.</u>	<u>Model and Description</u>	<u>Quantity</u>	<u>System ID/Serial Number</u>
Siemens	SimView	1	

- B. If the above equipment is a mobile diagnostic imaging system contained in a mobile van or other motor vehicle that is included with this trade-in, Customer warrants and represents that it has properly registered, licensed and titled such van/motor vehicle with the appropriate state or local authorities, and Customer further agrees to deliver to GEHC upon execution of this Addendum any registration, license and title documents as GEHC may require to obtain registration, license and title in GEHC's own name and/or for re-sale to a third party.
- C. GEHC will, at its expense, arrange for deinstallation and removal of the above equipment, provided that Customer will be responsible for any required rigging, construction or demolition expenses. Customer will provide GEHC or its contractor with timely and unrestricted access to remove the equipment during Customer's normal business hours on a mutually agreed schedule. Customer acknowledges that any failure to provide such access may delay the installation of the replacement equipment provided under the Quotation. Unless covered under the Quotation with respect to installation of the replacement equipment, Customer is responsible for any facility reconditioning after removal of the equipment.
- D. Prior to deinstallation and removal of mobile and fixed asset equipment, Customer will ensure that the site where the equipment is located and the equipment itself are clean and free of bodily fluids and other materials that may have the potential to carry diseases. Customer is also responsible for remediating all bio-hazards that may be discovered during the deinstallation process (i.e., under equipment covers/below access flooring/in cable ducts, etc).
- E. Customer is also responsible for the proper management and disposal of the following materials that may be located at Customer's site: radioactive sources; PET radioactive pins; biohazard filled bags; pharmaceuticals; and all other materials considered hazardous under U.S. Department of Transportation shipping regulations. These materials will be left in Customer's possession for management, transportation, and disposal by Customer or its contractors in accordance with applicable legal requirements.
- F. Until it is deinstalled and removed by GEHC or its contractor, Customer is responsible for risk of loss and damage to the equipment, the proper operation of the equipment and compliance with any laws relating to operation of the equipment. It is the responsibility of Customer to ensure that any Protected Health Information (as defined by the Health Insurance Portability and Accountability Act Privacy Rule) is removed from the Equipment before the Equipment is removed. Customer represents and warrants that it has removed all Protected Health Information from the Equipment. Customer further agrees to indemnify GEHC for any loss whatsoever resulting from any Protected Health Information that is not removed from the Equipment. The parties agree that GEHC shall have no obligations whatsoever in connection with any Protected Health Information that is not properly removed from the Equipment by Customer.
- G. If any of the conditions in this Quotation Addendum or obligations of Customer are not fulfilled, or if the equipment is missing any components, GEHC may at its option revoke acceptance of the equipment.

All other terms, conditions and provisions of the Quotation remain unmodified and in full force and effect. In witness whereof, this Addendum has been executed by GEHC and Customer effective as of the date set forth above.

GE HEALTHCARE

NewCo Cancer Services

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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August 30, 2013

Michele Malvaso Miller  
Senior Administrator  
Leo W. Jenkins Cancer Center  
600 Moye Boulevard  
Greenville, NC 27834

Dear Ms. Miller,

This letter is to confirm the existing CT (GE-CTI Serial# 236819CH6) will be removed by GE Healthcare and will be permanently removed from North Carolina, will no longer be exempt from requirements of the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.

Sincerely,

Kim Allen  
Account Manager  
*VasoHealthcare Sales Professionals*  
*GE Authorized Manufacturers Representative*  
[kimberly.allen@ge.com](mailto:kimberly.allen@ge.com)  
Office 704-983-2170 Cell 704-577-2484 Fax 704-919-5261  
Corporate: 877-900-8276  
1150 Revolution Drive - Suite 1 - Greensboro, NC 27405y Allen

# **Appendix F**

## **Response to Required Questions**

## Responses to the Required Questions

1. **A comparison of the existing and replacement equipment, using the format in the attached table. Note: If the manufacturer's model and serial numbers for the existing equipment are not provided, the exemption request will not be processed until the numbers are provided.**

Reference Appendix A for the equipment comparison table. This table contains the model and serial number of the existing equipment

2. **A description of the basic technology and functions of the existing and replacement equipment, including diagnostic and treatment purposes for which the equipment is used or capable of being used.**

The CT that is being replaced was a standard CT. A conventional simulator had to be used to complete the process for treatment planning. Use of these technologies required a two step process for the patient. The replacement CT simulator can be used to complete the CT and Simulation at the same time. It will deliver 4 Dimensional Imaging, and rapid image acquisition, image resolution quality. The CT Simulator will allow the physician to establish the exact treatment site at the time of the scan, thus reducing the number of visits required and reducing radiation exposure and patient expense.

3. **Brochures or letters from the vendor describing the capabilities of the existing equipment and the replacement equipment.**

Reference Appendix B for the brochures for the existing and new equipment

4. **A copy of the purchase order for the existing equipment, including all components and original purchase price.**

The purchase price of the existing equipment was \$156,500. A copy of the original purchase order cannot be found.

5. **A copy of the title, if any, for the existing equipment or the capital lease for the existing equipment.**

The existing equipment was purchased through accumulated reserves. No title exists.

6. **If the replacement equipment is to be leased, a copy of the proposed capital lease that transfers substantially all the benefits and risks inherent in the ownership of the equipment to the lessee of the equipment, in accordance with criteria in Generally Accepted Accounting Principles (GAAP).**

Not Applicable. The equipment will be purchased through accumulated reserves.

7. **If the replacement equipment is to be purchased, a copy of the proposed purchase order or quotation, including the amount of the purchase price before discounts and trade-in allowance.**

Reference Appendix A for the vendor quote for the proposed equipment.

8. **A letter from the person taking possession of the existing equipment that acknowledges the existing equipment will be permanently removed from North Carolina, will no longer be exempt from requirements of the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.**

Reference Appendix E for documentation the existing equipment will be permanently removed from North Carolina, will no longer be exempt from requirements of the North Carolina Certificate of Need law, and will not be used in North Carolina without first obtaining a new certificate of need.

9. **Documentation that the existing equipment is currently in use and has not been taken out of service.**

Currently, the existing equipment is not in use due to mechanical and technology/software issues. Currently patients are using Vidant Medical Center's CT scanner in the hospital's radiology department to provide these services.