

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

May 1, 2015

Dee Jay Zerman Hedrick Building 211 Friday Center Drive, Suite G105 Chapel Hill, NC 27517

Exempt from Review - Replacement Equipment

Facility:

High Point Regional Hospital

Project Description:

Replacement of existing linear accelerator on main hospital campus

County:

Guilford

FID #:

943251

Dear Ms. Zerman:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of April 29, 2015, the above referenced proposal is exempt from certificate of need review in accordance with G.S 131E-184(a)(7) and G.S 131E-184(f). Therefore, you may proceed to acquire, without a certificate of need, the Elekta Versa HD linear accelerator and treatment planning equipment to replace the existing Varian 21 SCX located in Vault B of the Phillips Cancer Pavilion, Hayworth Cancer Center on the main campus of High Point Regional Hospital. 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.

Moreover, you need to contact the Agency's Construction and Radiation Protection Sections to determine if they have any requirements for development of the proposed project.

It should be noted that the 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 office and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely, Pelia C. Www.

cc:

Celia C. Inman

Project Analyst

Construction Section, DHSR

Assistant Chief, Healthcare Planning Radiation Protection Section, DHSR

Healthcare Planning and Certificate of Need Section

Martha J. Frisone,

Assistant Chief, Certificate of Need

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





Hedrick Building 211 Friday Center Drive, Suite G015 Chapel Hill, NC 27517

April 29, 2015

Celia Inman, Project Analyst Certificate of Need Section Division of Health Service Regulation, DHHS Mail Service Center 2704 Raleigh, NC 27699-2704

RE: Exemption Notice / Replacement of existing linear accelerator and treatment planning equipment pursuant to NCGS § 131E-184(f) / High Point Regional Hospital / Guilford County

Dear Ms. Inman:

High Point Regional Hospital is planning to replace an existing linear accelerator and treatment planning system, and is requesting a determination that the replacement of this equipment is exempt from review pursuant to NCGS §131E-184(f). In conformance with NCGS §131E-184(a)(7), this request also serves as prior written notice of intent to replace the existing Varian 21SCX linear accelerator and treatment planning system that was placed in service during 2003, and approaching the end of its useful life.

The existing Varian linear accelerator has limited image guidance capabilities. The imager has degraded which makes it very difficult to view the patient anatomy in the treatment field. Although a state-of-the art linear accelerator when originally acquired, the existing 13 year-old Varian does not have Cone Beam or KeV imaging capabilitites, and these are not available to this unit as a upgrade. The existing system is difficult to repair and requires major efforts to keep it operational. In spite of these efforts, excessive downtime creates patient delays and exam cancellations, which dissatisfies patients, as well referring physicians, radiologists and staff. The excessive downtime and system limitations also add operational costs to the service and negatively impact departmental staffing patterns. Exhibit 1 contains a copy of the original Certificate of Need for the existing Varian linear accelerator.

This replacement also meets the requirements of NCGS §131E-184(f) as follows:

(1) the equipment being replaced is located on the main campus.

The existing equipment is located in the Radiation Therapy Department of the Phillips Cancer Pavilion, located on the 1st floor of the Hayworth Cancer Center, on the main campus of High

Point Regional Hospital. NCGS §131E-176(14n) defines "Main Campus" as the site of the main building from which a licensed health service facility provides clinical patient services and exercises financial and administrative control over the entire facility, including the building and grounds adjacent to the main building."

Exhibit 2 contains maps reflecting the High Point Regional Campus and the campus buildings. The existing linear accelerator is located in the Department of Radiation Therapy, which is called the Phillips Cancer Pavilion, and which is located on the 1st floor of the Hayworth Cancer Center. This is where the existing linear accelerator and the treatment planning systems are located, and where the replacement equipment will be located. Both the Hayworth Cancer Center and the Phillips Cancer Pavilion are part of High Point Regional Hospital, which is a licensed health service facility (DHSR Acute Care License No. H0052).

The building from which High Point Regional Hospital provides clinical patient services and exercises financial and administrative control over the entire facility is co-located on the High Point Regional main campus along with the Hayworth Cancer Center. These offices are physically located on the 2nd floor of the Carolina Regional Heart Center, immediately adjacent to the Hayworth Cancer Center. The locations of the financial officer and administrative officer are indicated on a map contained in Exhibit 3.

(2) The Department has previously issued a certificate of need for the equipment being replaced.

Exhibit 1 contains a copy of the original certificate of need issued for the existing Varian linear accelerator, which is to be replaced.

(3) The licensed health service facility proposing to purchase the replacement equipment shall provide prior written notice to the Department, along with supporting documentation to demonstrate that it meets the exemption criteria of this subdivision.

This correspondence serves as prior written notice in accordance with this requirement. Although the existing Varian linear accelerator was state-of-the-art when acquired in 2003, due to its limited ability to offer the technological advances of SBRT and SRS services on our existing linacs, High Point's patients have had to travel to other facilities. While we can upgrade our newer Varian IX (High Point's other existing linear accelerator) to provide limited radiosurgery, doing so without replacing the older Varian 21SCX would diminish our capacity to treat IMRT and other cases in an expeditious, safe, and quality manner. The proposed Elekta Versa HD replacement linac will afford the capability of keeping radiosurgery patients in our community for their treatments. The cost to upgrade the existing Varian IX, which was installed in 2006, to offer radiosurgery, respiratory gating, and VMAT, would be between \$1.8 and \$2.5 million and is not a wise investment given the machine already being 9.5 years old.

The UNC HCS has a goal of standardizing radiation care across the system. Doing so will increase efficiency and enable sharing of resources and personnel. Step one for High Point is to migrate from the Aria "record and verify" system to the MOSAIQ system. This is to be completed in June, 2015. Replacing the existing Varian linac with an Elekta product, along with its treatment planning system, will represent a significant step in this standardization with UNC HCS. Therefore, the replacement of the existing Varian is required and is the most effective alternative.

Following is the equipment comparison table as required in previous CON replacement requests. Although this replacement will exceed two million dollars, we are supplying the following information that the CON Section previously requested in the past as a part of its general information request for an equipment replacement exemption.

1. A comparison of the existing and replacement equipment, using the format in the following table:

Equipment Comparison

Linear Accelerator	Existing Equipment	Replacement Equipment
Type of Equipment (List each component)	Linear Accelerator with MeV imager, MLC and couch, ARIA treatment planning	Linear Accelerator with KeV, Cone Beam, high dose rate, MLC and couch, Mosaiq treatment planning
Manufacturer of Equipment	Varian	Elekta
Tesla Rating for MRIs	Not applicable	Not applicable
Model Number	21 SCX	Versa HD w/Hexapod
Serial number	H272140	Not yet available
Provider's Method of Identifying Equipment	By model & serial #s	By model & serial #s
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	Not applicable	Not applicable
Mobile Tractor Serial Number/VIN #	Not applicable	Not applicable
Date of Aequisition of Each Component	March 2003	TBD
Does Provider Hold Title to Equipment or Have a Capital Lease?	Own	Will own
Specify if Equipment Was/Is New or Used When Acquired	New	Will be new
Total Capital Cost of Project (Including Construction, etc.)	\$2,900,000 individual costs unable to be located	approximately \$4,630,664 including IGRT, Mosaiq, 3D scanner, and Strategiq
Total Cost of Equipment	\$1,500,000 "21SCX", other equipment costs not able to be located	\$2,900,000 Versa HD, other quotes in Exhibit 4 identify additional costs
Fair Market Value of Equipment	Equipment is fully depreciated. To be sold for parts by deinstallation vendor for \$11,000. Value of resale parts unknown at this time.	\$2,900,000 Versa HD, other quotes in Exhibit 4 identify additional costs
Net Purchase Price of Equipment	\$1,500,000 "21SCX", other equipment costs not able to be located	\$2,900,000 Versa HD, other quotes in Exhibit 4 identify additional costs
Locations Where Operated	Phillips Cancer Pavilion, Hayworth Cancer Center, High Point Regional Hospital Main Campus	Phillips Cancer Pavilion, Hayworth Cancer Center, High Point Regional Hospital Main Campus
Number of Days In Use/To be Used in N.C. Per Year	365 days	365 days
Percent of Change in Patient Charges (by Procedure)	Not applicable	Existing procedures will have no change in patient charges. New patient charges will

		result due to new functionality of replacement equipment.
Percent of Change in Per Procedure Operating Expenses (by Procedure)	Not applicable	Existing procedures will have no change in patient charges. A few new types of charges will result due to functionality of replacement equipment.
Type of Procedures Currently performed on Existing Equipment	External Beam Radiation Treatment, MeV Imaging	Not applicable
Type of Procedures New Equipment is Capable of Performing	Not applicable	External Beam Radiation Treatment, KV and Cone Beam Imaging, SRS & SBRT

As noted in the chart above, the total project cost is approximately \$4,630,644 including equipment and related costs necessary for the installation and operation of the replacement system. Valid quotes are attached as Exhibit 4. In addition to the equipment costs, the total project cost of \$4,630,644 also includes \$353,000 for materials, \$25,000 for A & E fees, \$500 for legal fees, \$3,500 for structural testing, and \$57,300 for project contingency costs.

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

Response: The machine to be replaced is a Varian 21SCX which was purchased in 2003 for \$1,500,000. The current equipment and the replacement equipment will perform the same general basic functions although it will possess expanded technological capabilities due to technological improvements. See equipment comparison chart above. High Point Regional does not intend to increase patient charges or current per procedure operating expenses, which is well within the 10% threshold for the first 12 months after its acquisition as contained 10A NCAC 14C .0303 Replacement Equipment. Based on this and other information included in this request, the replacement equipment is comparable medical equipment as defined in 10A NCAC 14C .0303.

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

Response: A copy of the original brochure and the original quote for the existing Varian 21SCX are not available. A copy of specifications for the proposed Elekta Versa HD and associated equipment are attached as Exhibit 4.

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

Response: A copy of the original brochure and the original quote for the existing Varian 21SCX is not available. The specifications for the Elekta Versa HD and the replacement treatment planning equipment are attached as Exhibit 4.

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

Response: Not applicable. The existing equipment does not have a title and is not leased.

6. If the replacement equipment is to be leased, a copy of the proposed 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).

Response: Not applicable. The replacement equipment will not be leased.

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.

Response: Copies of the quotes received from various vendors for the replacement equipment are contained in Exhibit 4. The existing machines have minimal trade-in value as indicated in the quotes and the equipment comparison table.

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.

Response: See Exhibit 5 for a copy of a confirmation letter from Radparts.

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

Response: High Point Regional's equipment is currently in use as indicated and certified on the most recent Licensure Renewal Application form. The equipment will remain in use until it is replaced. See Exhibit 6 for copies of pages from the 2015 Licensure Renewal Application pertaining to linear accelerator equipment.

Please do not hesitate to contact me at 984-974-1210 if you need any additional information. Thank you for your prompt consideration of this matter.

Sincerely,

Lle (My Zeman) Dee Jay Zerman

Director of Regulatory Planning

UNC HCS

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PROJECTED CAPITAL COST

Project Name:	Replacement Linac and Treatment P	lanning System			
Proponent:	High Point Regional Hospital				
A. (1) (2) (3) (4) (5)	Site Costs Full purchase price of land Acres Price per Acre Closing costs Site Inspection and Survey Legal fees and subsoil investigation. Site Preparation Costs Soil Borings Clearing-Earthwork Fine Grade For Slab	\$ \$ \$	\$ \$ \$		·
(6) (7)	Roads-Paving Concrete Sidewalks Water and Sewer Footing Excavation Footing Backfill Termite Treatment Other (Specify) Sub-Total Site Preparation Costs Other (Specify) Sub-Total Site Costs	\$ \$ \$ \$ \$ \$	\$ \$	\$	
B. (8)	Construction Contract Cost of Materials General Requirements Concrete/Masonry Doors & Windows/Finishes Thermal & Moisture Protection Equipment/Specially Items Mechanical/Electrical Other (install materials) Sub-Total Cost of Materials Cost of Labor	\$\$ \$\$ \$\$ \$\$ \$353,000.00	\$353,000.00 \$		
(10) (11)	Other (Specify) Sub-Total Construction Contract		\$	\$ 353,000.00	
C. (12) (13) (14) (15) (16) (17)	Miscellaneous Project Costs Building Purchase Fixed Equipment Purchase/Lease Movable Equipment Purchase/Lease Furniture Landscaping Consultant Fees Architect and Engineering Fees Legal Fees Market Analysis	\$25,000.00 \$ 500.00 \$_	\$		
(18) (19) (20) (21)	Other (structural testing fee) Sub-Total Consultant Fees Financing Costs (e.g. Bond, Loan, etc. Interest During Construction Other (project contingency) Sub-Total Miscellaneous	\$ 3,500.00	\$29,500.00 \$ \$ \$57,300.00	\$4,570,802.6 <u>3</u>	
D.	Total Capital Cost of Project				\$4,932,802.6 <u>3</u>
I certify that, to	the best of my knowledge, the costs	of the proposed p	project named abo	ove are complete ar	id correct.
• ,	, ,	• •	•	_	
/C:	censed Architect or Engineer)		Date 0	Certified:	
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	the best of my knowledge, the above out the proposed project as described		pposed project are	complete and corr	ect and that it is my
Januar	foner Dwector, 1 gnature of Officer) (Title	Museum Sens	note	Signed: 4. 3/1.	.15
(Proponent - Si	enature of Officer) (Title	of Officer)	LE LINE Date	Digitou. 1 VO	+

Effective: 01/01/2015

STATE OF N RTH CAROLING EXHIBIT 1

Department of Health and Human Services Division of Facility Services

CERTIFICATE OF NEED

Project Identification Number G-6497-01

FID #943251

ISSUED TO: High Point Regional Health System

601 North Elm Street

P.O. Box HP-5

High Point, NC 27261

Pursuant to N.C. Gen. Stat. § 131E-175, et. seq., the North Carolina Department of Health and Human Services hereby authorizes the person or persons named above (the "certificate holder") to develop the certificate of need project identified above. The certificate holder shall develop the project in a manner consistent with the representations in the project application and with the conditions contained herein and shall make good faith efforts to meet the timetable contained herein. The certificate holder shall not exceed the maximum capital expenditure amount specified herein during the development of this project, except as provided by N.C. Gen. Stat. § 131E-176(16)e. The certificate holder shall not transfer or assign this certificate to any other person except as provided in N.C. Gen. Stat. § 131E-189(c). This certificate is valid only for the scope, physical location, and person(s) described herein. The Department may withdraw this certificate pursuant to N.C. Gen. Stat. § 131E-189 for any of the reasons provided in that law

SCOPE:

High Point Regional Health System shall acquire one replacement linear accelerator, construct a replacement vault, and renovate the Radiation Therapy Department/Guilford County

CONDITIONS:

See Reverse Side

PHYSICAL LOCATION:

High Point Regional Health System

601 North Elm Street High Point, NC 27261

MAXIMUM CAPITAL EXPENDITURE:

\$2,900,000

TIMETABLE:

See Reverse Side

FIRST PROGRESS REPORT DUE: May 1, 2002

This certificate is effective as of the 17th day of January, 2002.

Division of Facility Services

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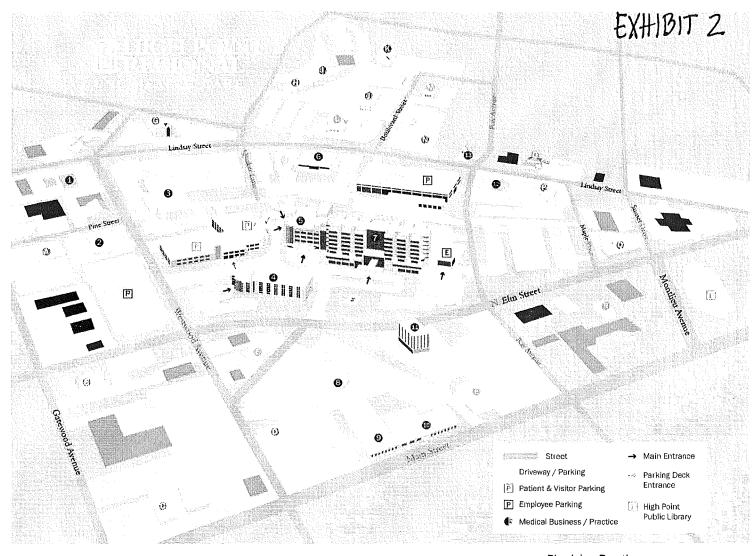
CONDITIONS

- 1. High Point Regional Health System shall materially comply with all representations made in its certificate of need application.
- 2. High Point Regional Health System shall not acquire, as part of this project, any equipment that is not included in the project's proposed capital expenditure in Section VIII of the application and which would otherwise require a certificate of need.

A letter acknowledging acceptance and compliance with all conditions stated in the conditional approval letter was received by the Certificate of Need Section on December 21, 2001.

TIMETABLE

Design Completion of final drawings and specifications	February 8, 2002
Approval of final drawings and specifications by Construction Section, DFS	April 15, 2002
Construction Approval of Site by Construction Section, DFS Contract Award 25% completion of construction 50% completion of construction 75% completion of construction Completion of construction Completion of construction Occupancy/offering of service(s)	April 30, 2002April 30, 2002July 31, 2002October 6, 2002December 31, 2002February 3, 2003March 1, 2003
Acquisition of Medical Equipment Ordering equipment Arrival of equipment Operation of equipment	January 31, 2002 December 31, 2002 March 1, 2003



High Point Regional Health

The Emergency Center [E]
Esther R. Culp Women's Center
The Piedmont Joint Replacement Center

Hayworth Cancer Center 4

Radiation Oncology PET/CT Imaging Cornerstone Hematology/Oncology The Cancer Resource Center Inpatient Center Unit Inpatient Rehab Center The Smith Psychiatric Center

Carolina Regional Heart Center 6

The Fitness Center
Medical Staff Relations
Women's Imaging Suite
Day Hospital
Carolina Cardiology Cornerstone
Pinewest OB/GYN
UNC Cardiothoracle Surgery Clinic at High Point
Women's Resource Center and Classrooms
Risk Management

The Surgery Center 6

Public Relations & Marketing
Contact Center

The Rehab Center 10

Speech Therapy Regional Wound Center

The Neuroscience Center (1)

Millis Regional Health Education Center **9**High Point Regional Health Foundation

404 Westwood Building © Central Carolina Dermatology

High Point Pediatrics
UNC Regional Physicians Internal Medicine
UNC Regional Physicians Neurosurgery
UNC Regional Physicians Vascular and Wound Care
UNC Regional Physicians Women's Heatlth
High Point Nephrology

UNC Regional Physicians Pediatrics

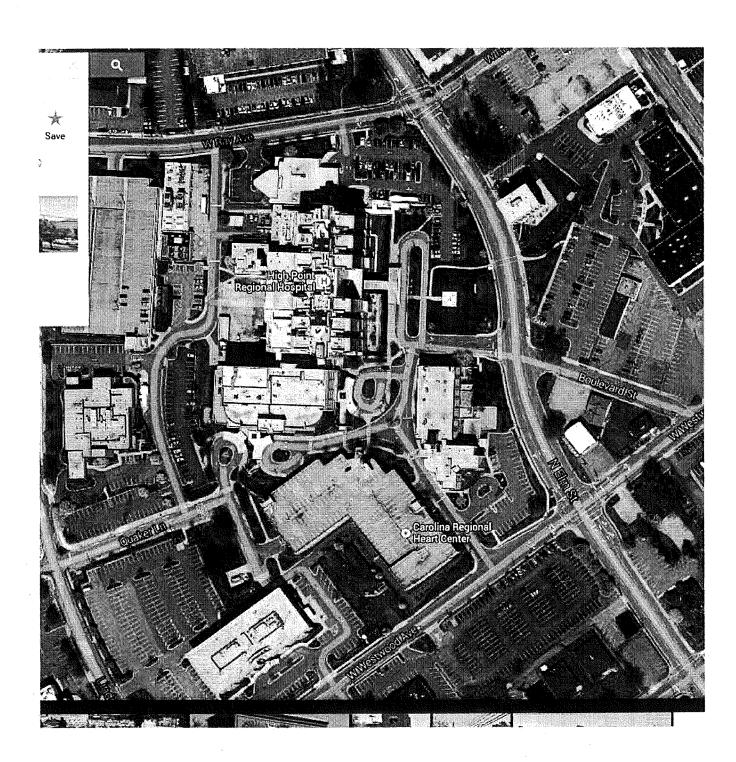
319 Westwood Building 2

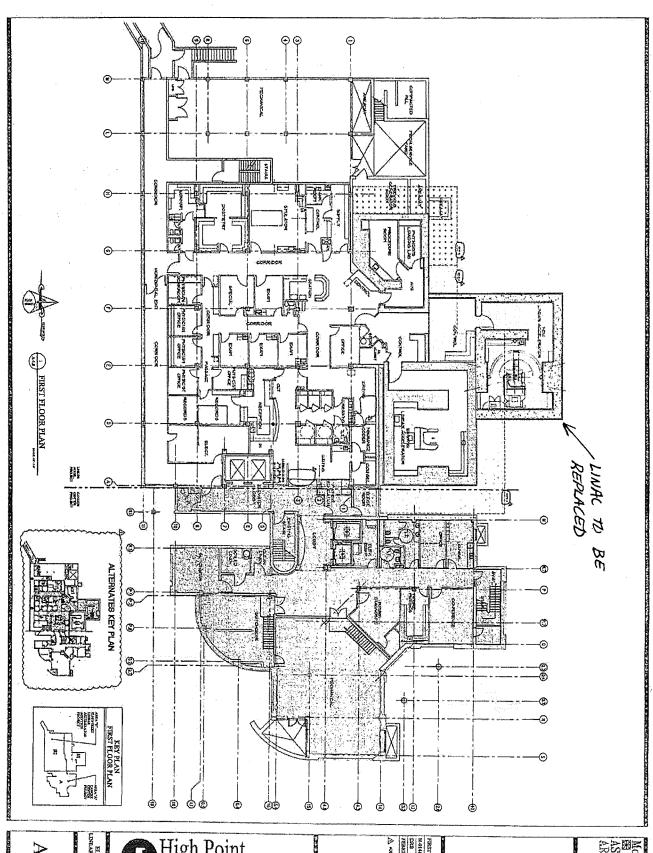
Pathology (2)

Human Resources 3

Physician Practices or nearby Businesses

- UNC Regional Physicians Urology
- UNC Regional Physicians OBGYN
- BMI Nephrology
- Allergy and Asthma Center
- Karen Lanier, DDS
- Community Clinic of High Point
- Bethany Medical Center
- 🌃 High Point Gastroenterology
- Triad Adult & Pediatric Medicine
- UNC Liver Clinic at High Point
- UNC Regional Physicians Physical Medicine and Rehabilitation
- UNC Regional Physicians Orthopedics & Sports Medicine
- Regional Psychiatric Associates
 Workplace Solutions EAP
- Bright Horizons Daycare
- Oral & Maxillofacial Surgeons: Drs. DeSalvo, Rango & Russell
- Emerywood Medical Specialities
- R. Van Fletcher, MD Gynecology
- Regional Center for Bariatric Surgery
 UNC Regional Physicians Diabetes
 Health and Wellness



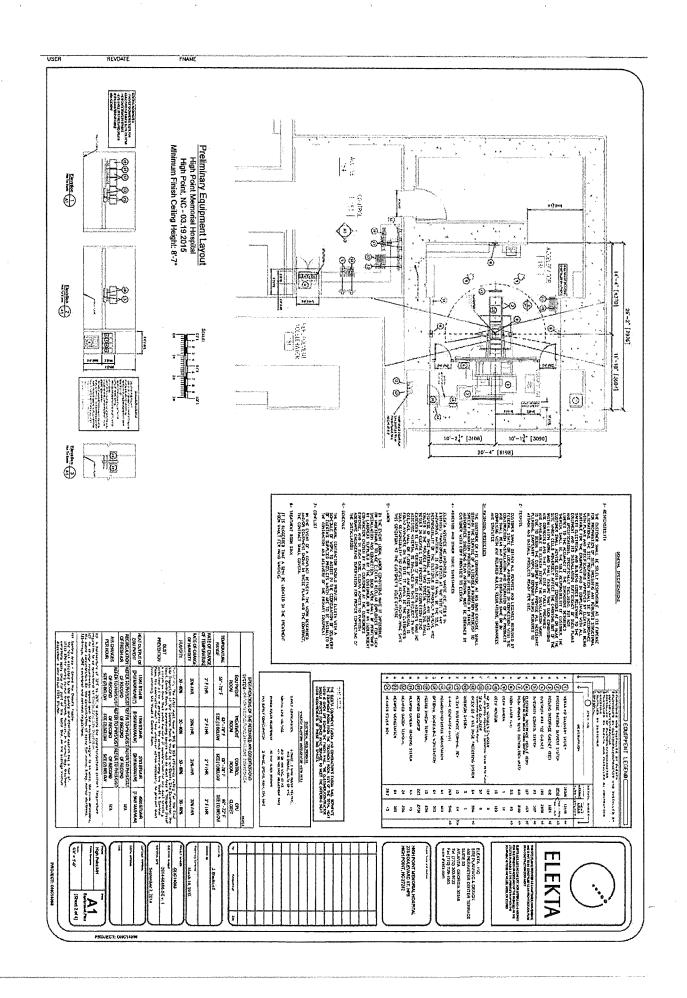


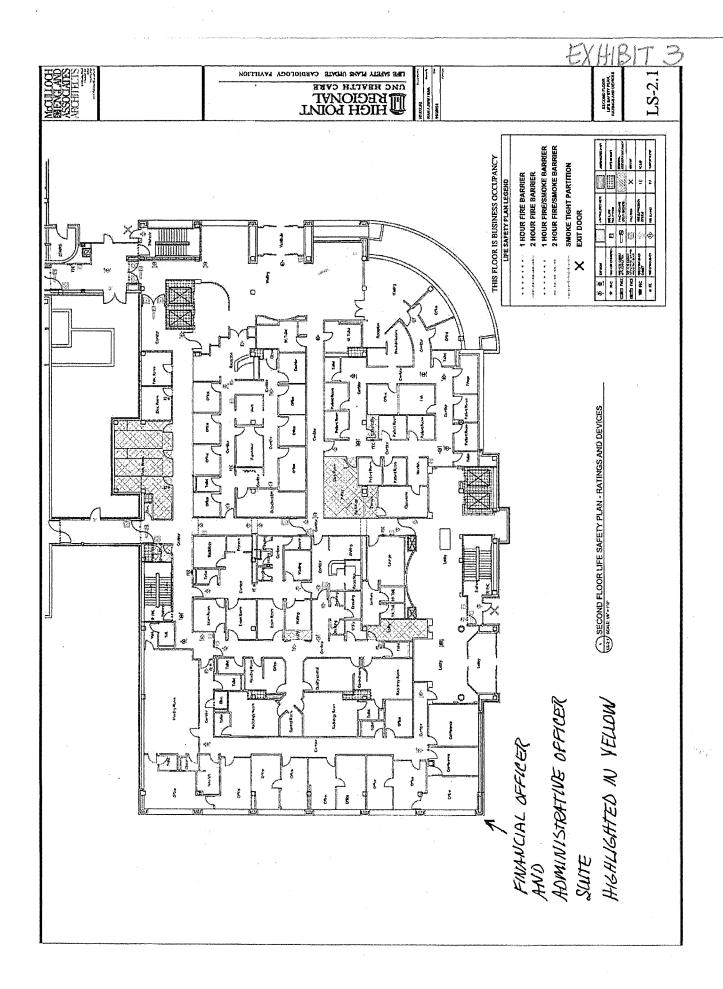
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ELM STREET

High Point Regional Hospital

McCULLOCH
ASSOCIATES
ARCHITECTS
ARCHITECTS









Quotation Date: March 27, 2015

Valid Until: April 30, 2015

Prepared For:

High Point Health System 601 N. Elm Street High Point, North Carolina 27762 US Prepared By: Shannon Casey Operations Associate - COS

1092 Harness Drive St. Charles, MO 63304 (t) 314-239-5990 (c) +1 3142395990 shannon.casey@elekta.com

Currency: USD

Elekta is pleased to submit the following Quotation for the products, software licenses, and/or services described herein at the prices and terms stated.

Total Offer Price:

\$2,900,000.00

Subject to Elekta, Inc. Terms & Conditions or those previously negotiated.

State, local and other taxes, and import/export licenses are not included in this Quotation.



Quotation Date: March 27, 2015

Valid Until: April 30, 2015

Scope of Supply

Qty Description

- Elekta Versa HD™ A single delivery system with unmatched versatility Versa HD™ provides:
 - Agility™, Elekta's revolutionary integrated multi-leaf collimator, that provides full field high resolution beam shaping (5mm at isocentre), a 40 x 40cm treatment field and effective leaf tip speed of up to 6.5cm/sec, capable of covering multiple targets with interdigitation and island shapes
 - The ability to deliver higher dose rates through Versa HD™ High Dose Rate Mode, which provides the latest advantages in flattening filter free beam delivery of 6MV & 10MV beams at dose rates up to 1400MU/Min and 2200MU/Min respectively, as well as significant reduction in scatter, lowering whole body radiation doses.
 - Advanced digital accelerator with exclusive cover set design, featuring enhanced ergonomics and softer streamlined design to provide a confident and relaxed treatment environment.
 - A broad spectrum of delivery techniques from 3D Conformal Radiotherapy to IMRT, VMAT and SRT techniques.
 - XVI, offering 2D and 3D kV image guidance for advanced soft tissue visualization supporting image guided treatment workflows . XVI Software options VolumeView™, MotionView™ and PlanarView™ are included.
 - iViewGT™, offering 2D MV imaging capability supporting image guided treatment workflows.
 - Response gating interface
- 1 15 MV High Energy Photon
- 1 6 MeV Electron Energy
- 1 9 MeV Electron Energy
- 1 12 MeV Electron Energy
- 1 15 MeV Electron Energy
- 1 Combined Interdigitation & CVDR license

Optional license providing interdigitation and Continuously Variable Dose Rate (CVDR) functionality on MLCi2 and Agility heads only,

This license is applicable to customers who are purchasing a linear accelerator with the Integrity treatment control system. This license is for MLCi2 and Agility systems only. The license is valid for customers requiring interdigitation with an MLCi2/Agility head and dynamic/VMAT delivery licenses.

1 XVI R5.0 Software License

The advanced XVI license enables efficient streamlined IGRT workflows, including one touch VolumeView™, and fast automated image registration.

This license also includes;

- start/stop MotionView™
- Annotation overlay during MotionView™
- Import master RPS data to XVI (Distributed Imaging)
- HU specification

Elekta, Inc., 400 Perimeter Center Terrace, Suite 50, Atlanta, GA 30346 Phone: 770 300 9725 | Fax: 770 670 2323 | www.elekta.com



Quotation Date: March 27, 2015

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- · optimised presets for dose reduction
- data anonymisation

The advanced Intrafraction Imaging functionality is optional with this software.

The advanced registration functionality such as 3D Automated Seed Matching, Critical Structure Avoidance and Symmetry (4D IGRT) are also optional with this software.

Please note that the SYNERGISTIQ configuration requires additional hardware and software to be ordered from BASS.

1 Elekta Versa HD™ XVI Kit

This kit provides the XVI hardware in the Elekta Versa HD™ color scheme The XVI Kit includes

- The kV imaging and source arm with Elekta Versa HD™ coversets
- Standard set of XVI collimators and filters in Elekta Versa HD™colours.
- Installation cables and XVI hardware upgrade kit.

1 Intrafraction Imaging License

The Intrafraction Imaging license supports the ability to acquire kV images during an MV treatment field delivery, and lets you:

- Make a preset to acquire MotionView™ images for a specified time and then move directly into a VolumeView™ acquisition.
- Make a preset that lets XVI acquire a VolumeView™ during conformal, IMRT, or VMAT MV deliveries. You can examine this
 data offline to measure intrafraction movement.
- Make a preset to do Intrafraction VolumeView™ and registration during dual arc procedures.

Both 3D and 4D VolumeView imaging will be possible at the same time as MV treatment.

XVI 5.0 includes MV scatter correction as image quality of kV images can decrease during intrafraction imaging.

† VolumeView™ Contrast phantom

QA phantom to enable measurement of high resolution and contrast resolution and other image quality parameters of the VolumeView™ images acquired on the XVI workstation.

1 Las Vegas Calibration Phantom

The Las Vegas phantom is a device that is used to check image quality of a portal imaging device at different Megavoltage energies both at acceptance and as part of the corrective maintenance procedure.

1 SYNERGISTIQ Software License Enables the XVI functionality to support advanced workflows available with SYNERGSITIQ.

SYNERGISTIQ integrates MOSAIQ and Elekta Synergy into a consolidated and synchronized user interface that brings together, in a coordinated manner, the various systems that are required for Image Guided Radiotherapy.

Response™ Gating Control System for Digital Accelerators

ResponseTM provides a seamless interface that supports automated gated treatment delivery for a range of delivery techniques, from conformal to IMRT & VMAT, in combination with validated external triggers and Elekta digital accelerators.

1 HexaPOD™ evo RT CouchTop with iGUIDE® 2.0 Tracking System

This package can be used for a Precise as well as for a Elekta Synergy or an Axesse.

This package supplies the user with all the necessary hardware and software for a complete HexaPOD™ evo RT System installation.

Symmetry™ License

4D Acquisition, In line Reconstruction and Registration



Quotation Date: March 27, 2015

Valid Until: April 30, 2015

Symmetry provides acquisition and in line reconstruction of 4D volumetric data, utilizing unique patented technology for sorting each projection image into a phase based bin. This sorting occurs by reviewing the moving anatomy within the projection images and calculating a respiratory trace directly from the internal anatomy. No external surrogates are required in this process.

Following reconstruction, Symmetry™ includes an optimized workflow for registration purposes. Each reconstructed phase of the respiratory cycle is matched to a 3D reference image automatically. Following registration, the user can review the results quickly and efficiently due to an optimized software view. Correction vectors are automatically calculated to position the tumor in either the average or the exhale position.

1 3D Automated Seed Match License

This functionality employs an optimized 3D registration algorithm to register implanted markers, providing fast, efficient registration without compromising on 3D volumetric information.

1 Critical Structure Avoidance

Registration of a Clipbox and Shaped Registration Region of Interest.

Critical Structure Avoidance allows registration of two separate areas of anatomy, utilizing both the Clipbox and the Shaped Registration Region of Interest. XVI software will calculate the relationship of both areas of anatomy to the proposed correction vectors and alert the user if the target has moved closer to the critical structures due to anatomical changes. The user can then choose to select a compromise between the two areas, or send the patient for re-planning.

1 Standard Set of Aperture Plate Electron Beam Applicators

Field sizes:

- 6 x 6 cm, SSD 95 cm
- 10 x 10 cm, SSD 95 cm
- 14 x 14 cm, SSD 95 cm
- 20 x 20 cm, SSD 95 cm

Fitted with spring loaded touch guard, coded end frames and electrical connection to linear accelerator latch mounting system enables easy and rapid attachment.

1 Software License Collation XVI 5.0

The XVI software offers a fully integrated solution for advanced Image Guided Radiation Therapy techniques on the Elekta Synergy® and Elekta Infinity™ range of machines. 2D, or optional 3D and 4D kV images can be acquired with the patient in the treatment position, at the point of treatment on the Elekta Digital Accelerator.

This is mandatory XVI Software. MRT 20261 is also required.

1 Software License Collation XVI

The XVI software offers a fully integrated solution for advanced Image Guided Radiation Therapy techniques on the Elekta Synergy® and Elekta Infinity ™range of machines. 2D, or optional 3D and 4D kV images can be acquired with the patient in the treatment position, at the point of treatment on the Elekta Digital Accelerator. This is mandatory XVI Software

Compatible with Desktop 7.01 or higher

1 XVI TFT Monitor

Specification for high resolution 17' Flat Panel Monitor.

The TFT monitor will fit neatly into the linac control area.

It is used to display the high resolution images acquired on XVI, from PlanarView™, MotionView™, and VolumeView™.

1 Elekta Versa HD™ - Optional XVI Cassettes

Provision of additional XVI collimators, in Elekta Versa HD™ colours, for Imaging. Includes:

- VolumeView cassettes: L10, M2, L2
- XVI Cassette holder

Elekta, Inc., 400 Perimeter Center Terrace, Suite 50, Atlanta, GA 30346

Phone: 770 300 9725 | Fax: 770 670 2323 | www.elekta.com



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40kW kV generator

The Elekta Synergy® System XVI has an integrated 40kW kV generator which provides multiple setting control via the XVI software. Acquisition parameters are configured within the Preset protocol function in the XVI software which is user configurable. The generator and X-ray tube have been optimized for the 3D VolumeView™ imaging, as well as radiographic type exposures for PlanarView™ and MotionView™.

1 Remote Retraction of the iViewGT™ detector

This kit allows Remote Retraction of the iViewGT™ detector from the Function Key Pad.

In-room Monitor, Keyboard and Mouse

Local Procurement Specification

1 IMKN

The In-room Monitor and Keyboard function provides the operator with access to all clinical and service functions available at the control console from inside the treatment room.

Comprising:

- Cable switching connectors for attaching the in-room monitor to the treatment control system.

1 Agility Service Tool

Tool to support maintenance of the Agility beam shaping device.

1 Agility Spare Kit - Basic

Optional kit providing a set of commonly used spares for the Agility Beam shaping device.

1 IntelliMax™ Intelligent Agent

This License provides only the IntelliMax™ Intelligent Agent license. Any provision of services relating to the use of data collected by the Agent (via the IntelliMax™ Enterprise) should be negotiated as part of the Service Contract between the Customer and the BU/distributor.

IntelliMax™ Intelligent Agent requires a dedicated PC. Provision of this PC must be negotiated between the Customer and the Elekta BU/Distributor. A specification of the PC can be obtained from your Elekta representative.

IntelliMax™ Intelligent Agent also requires a direct internet connection to the Agent PC opening secure port 443 (https).

1 Standard Hard Copy Printer

1 Flat panel monitor for iView

Applications Training for Standard Therapy on the Desktop

The 2-day Standard Precise Desktop Course (travel time inclusive) provides training for 4 Radiation Therapists in the clinical use of the Precise Desktop Digital Linear Accelerator. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in Radiation Therapy.

XVI Applications Training

The 4-day XVI training course (travel time inclusive) provides training for Radiation Therapists in the clinical use of the X-ray Volume Imaging portion of the Elekta Digital Accelerators. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in Radiation Therapy, CT, or Diagnostic Imaging. This course is given at the customer site for a maximum of 4 users.



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1 Customer Data Match

The option of matching one or more new Elekta® machines to each other and/or to an Elekta® machine already installed on a customer site.

The match is carried out during production of the new machines and the match is made to the factory data recorded in production for the existing Elekta® machine.

1 Wedge Factor Match

The option of matching the Wedged profiles and Wedge output factors of one or more new Elekta® machines to each other and to an Elekta® machine already installed on a customer site.

The match is carried out during production of the new machines and the match is made to customer data supplied from the existing Elekta® machine.

1 Installation Local Engineer

BodyFIX® 14 System Stereotactic Frameless for indexed tabletops

This is a system for indexed tabletops. It's ideal for immobilization and accurate repositioning of the patient from planning to treatment delivery. It is the solution for use with IGRT for dose escalated hypofractionated treatment delivery. It is designed for the treatment of the total body.

The stereotactic target positioner and localizer is not included.

BodyFIX® Training

The 1-day BodyFIX* system course provides training for 4 radiation therapists in the clinical use of the BodyFIX* system. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in radiation therapy.

1 Fraxion™ System

This system contains all the necessary components to generate individual patient set-ups with mouthpieces and mask system (3 frontpieces, which enable a treatment of 3 patients in parallel). The adapters are not included and need to be selected depending on the at site installed couchtops.

The Stereotactic Frame, the Isocenter Alignment Tool and the Repositioning Check Tool Kit are not included and can be selected optionally.

1 Fraxion™ Stereotactic Frame

The Stereotactic Frame is an accessory for target localization in stereotactic treatments. The purpose is to impose fiducials on images of the patient acquired during CT scanning. The fiducials are used for determining target coordinates and for slice alignment by treatment planning software. The stereotactic frame has a marker system designed to ensure that fiducials are visible on the CT images. The Stereotactic Frame will also feature the stereotactic scales to align the frame and thereby the patient, before treatment to the room lasers.

The frame also includes the necessary marking sheets (Set of 5).

1 Isocenter Alignment Tool

The isocenter alignment tool provides the hardware to support performance of the Winston-Lutz test. The Isocenter Alignment Tool (IAT) is used for the pre-treatment or periodic quality assurance checks that demonstrate the geometrical alignment of the digital accelerator, it's patient support system and it's light beam path are optimally aligned to wall mounted lasers. This is essential to the



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successful outcome of stereotactic radiotherapy (SRT).

The Isocenter Alignment Tool can only be mounted to the Elekta Fraxion Frame and is used to assist in the verification of the digital accelerator's functional, optical and mechanical isocenters which are described in the digital accelerator's reference manuals. The IAT can also be used in conjunction with many existing methods as governed by local quality control procedures. The IAT is not intended to replace or supersede any existing methods.

1 Linac Tabletop Adapter iBEAM evo (2DoF)

The Linac Tabletop Adapter is the primary mechanical interface between the Elekta Fraxion™ Frame or the Leksell Frame Holder and the respective tabletop of the linear accelerator. The Elekta Fraxion™ Frame or the Leksell Frame Holder fixes directly to the Linac Tabletop Adapter, which supports the frame in a rigid, vertical orientation. Fine adjustments of the position of the frame, and thus of the patient's head, can be made by using the TILT and ROTATE controls. When in place, the Fraxion™ Frame or the Leksell Frame Holder is secured to the Linac Tabletop Adapter by two 6mm socket head cap screws, which are retained in the Adapter. The screws are held in place by c-clips and are accessed from the posterior aspect of the Linac Tabletop Adapter.

1 Elekta Synergy Site Marketing Guide

Elekta's Synergy Site Marketing Guide provides a comprehensive array of marketing support and resource materials to help you cultivate your investment. Following is a content overview of the guide:

I. Binder

Elekta Synergy® Site Marketing Guide

Contains a comprehensive description of activities and suggestions to develop, implement and manage a marketing campaign for your new Elekta Synergy® system, as well as sample materials that can be easily customized by a center.

II. CD-ROMs

CD-ROM #1 - 3

Elekta Synergy® Site Marketing Templates & Materials

The CD-ROMs contains PowerPoint Presentations, brochures and advertisement templates to help your center market to the patient populations as well as direct mail templates and press release templates to assist in marketing to referring physicians and product photos which can be used to produce brochures, patient education pieces, advertising, etc.

III. Folders

Folder # 1 - Welcome to Elekta, includes basic information about the Site Marketing Guide, Elekta Synergy® Image Guided Radiation Therapy, and background information on Elekta.

Folder # 2 - Education and Training and Users Meetings, includes up-to-the-minute information on the biannual Elekta Oncology Users' Conference and information on Elekta's extensive training and education courses.

Folder #3 - Customer Marketing Samples, containing samples from existing centers to help spur creativity or provide background information for your center's informational materials.

Power Distribution Unit for Elekta® Linear Accelerator - 480 Volt Input

The PDCU incorporates a transformer, output circuit breakers, filtering for high frequency noise, distortion, and transient pulse suppression, in one cabinet. This reduces site preparation costs and complexity for the customer.

1 Medical Gases SF6 for Installation and Service

Includes:

- 44-liter cylinder for SF6 gas
- 115 lbs of SF6 gas
- Regulator
- Delivery

Medical Gases Nitrogen for Installation and Service

Includes:

- 16-liter cylinder for Nitrogen (N2) gas
- Nitrogen (N2) gas
- Regulator
- Delivery

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1 A Frame for Installation/Service

Includes:

- A Frame
- Trolley
- Hoist (pulley)
- Delivery Note: Not required if iBeam is in place.

1 Close Circuit TV System-Color

1 Intercom system for patient and radiographer communication

The MP-S Aiphone System consists of:

- 1. Single Master Station located in the Treatment control station room for the Radiation Therapist use.
- 2. Substation This will be mounted on the wall in the Treatment room. The substation is hands free and will carry the patient's voice back to the Master Station.
- 3. A power supply, 24V transformer, and 100 feet of shielded cable

1 Electron Beam Field Shaping System

For use with Electron applicators from Elekta and allows the user to easily provide Electron Beam field shaping. The system comprises:

- A Universal leveling template with an adjustable arm for securing styro-foam inserts- Set of five (5) rubber molds compatible with Elekta Electron applicators
- 6cm x 6cm
- 10cm x 10cm
- 14cm x 14cm
- 20cm x 20cm
- 25cm x 25cm
- Provided as part of the system is one (1) Hot Wire Cutter.

Hook and Latch Magnification Graticule

Solid Frame Port Film magnification graticule that attaches directly to the linac, taking the place of the coded shadow tray, thus providing more clearance between the patient and the accessory.

Used in treatment verification for situations where simultaneous fitment of blocking tray is not required.

1 Open Air Graticule

The Open Air Graticule is intended to be used for Radiation Therapy to project a scale of defined increments on port film images which can aid in treatment setup and verification.

The Open Air Graticule does not require the use of a shadow tray holder and can be attached directly to the head of the Precise Treatment System or SL Linac. It consists of two wires delineating the X & Y axis of the treatment field. This model of graticule is ideal for MLC customers and especially those using Elekta's iView & iViewGTTM. Because the open air graticule has a minimal transmission factor, with Physic's approval, the customer does not have to re-enter the treatment room after the port film to deliver the treatment. Please see product User manual for specific treatment information.

1 Elekta Oncology Engineer Technical Training (EOE) 1

Objective

Basic understanding of both electrical and mechanical operation of:

- Linear Accelerator
- iViewGT & XVI
- Precise Table
- MLCi & Beam Modulator

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- Computer Systems

Linear Accelerator

- Course introduction
- Patient Workflow and Clinical Operation
- Pre-Course Learning Modules
- Machine Geography
- Control Systems
- Interlocks & Supplies
- Isocenter Checking
- Services
- External Systems Overview (including MOSAIQ)
- Machine calibration
- Fault Finding

iViewGT and XVI

- Service support of iViewGT and XVI mechanical systems
- Panel position calibration on iViewGT and XVI

Precise Table

- Safety and Geography
- Calibration and ASU setup
- Principles of Operation
- Corrective and Planned Maintenance
- Trouble Shooting

MLC and Beam Modulator

- Control Systems
- MLC Mechanical Systems
- Beam Modulator Mechanical Systems
- Component Exchange and Fault Finding
- MLC Calibration
- Beam Modulator Calibration
- ACAL Image Based Calibration

Computer SystemsOverview and Principles of Operation of:

- Linac Control System
- iViewGT Control System
- XVI Control System

Pricing Includes:

- Tuition for one user

Pricing Does Not Include:

- Airfare
- Hotel
- Travel related expenses

Assessment Three (3) theory assessments

Training center and duration 15-day course at training center in Europe or USA. Target group

- Hospital physicists
- Hospital engineers
- Elekta and distributors

Pre-requisite:

- None

Further information: Contact the local Elekta business unit or representative.

Courses are available for twenty-four (24) months after Acceptance or first clinical use, whichever occurs first.

1 Elekta Oncology Engineer Technical Training (EOE) 2

Objective

A competent student will be able to:

Linear Accelerator beam physics

- Measure and adjust photon and electron beam energy, symmetry, and uniformity
- Check the operation of connectivity to an external system
- Conduct logical fault finding methodology

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WiewGT and XVI imaging systems

- Setup, calibrate and operate iViewGT to demonstrate image quality
- Setup, calibrate and operate XVI to demonstrate 2D and 3D image quality

Content:

Linear Accelerator beam physics

- Control systems- Measurement techniques
- High tension and RF
- Beam energy
- Beam transport
- Electrons
- Fault finding

WiewGT and XVI imaging systems

- iViewGT Setup and Bad Pixel Map
- XIS Software Operation
- iViewGT Initial Image Setup, Multilevel Gain
- XVI Imaging Chain, Initial Image Setup and Bad Pixel Map, Multilevel Gain, flexmap, Volume View and Registration
- KV Generator

Pricing Includes:

- Tuition for one user

Pricing Does Not Include:

- Airfare
- Hotel
- Travel related expenses

Assessment:

- Two (2) theory assessments

Training center and duration13-day course at training center in Europe or USA. Target group includes:

- Hospital engineers
- Elekta and distributors

Pre-requisites:

Completion of Elekta Oncology Engineer (EOE) 1 followed by at least four months experience on an Elekta digital linear accelerator or exemption test pass.

Further information: Contact the local Elekta business unit or representative.

Courses are available for twenty-four (24) months after Acceptance or first clinical use, whichever occurs first.

1 2nd Line Physics and MLC - Technical Training

Objective

A competent student will be able to:

- Operate the machine in clinical and service mode
- Conduct calibration procedures and QA for the linac and MLC
- Check the operation of the RF system
- Measure and adjust the X-ray and electron beam energy
- Measure and adjust the X-ray and electron field uniformity

Content

- Course introduction
- Quality assurance
- Calibration
- Multileaf collimator (MLC) System
- High tension (HT) and radio frequency (RF)
- Beam energy and transport
- Electrons
- Dosimetry
- System operation

Pricing Includes:

- Tuition for one user

Pricing Does Not Include:

Airfare

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- Hotel
- Travel related expenses

<u>Assessment</u>

- Two theory assessments and practical assignments.

Training centers and duration

- 9-day course at Elekta, Crawley, UK.

Target group

- Hospital physicists
- Elekta and distributors' physics staff

Pre-requisite

Completed the 1st Line training course or gained a 1st Line Exemption Test pass with 4 months on-site experience.

Further information

Contact the local Elekta business unit or representative. Courses are available for twenty-four (24) months after Acceptance or first clinical use, whichever occurs first.

5000 Customer Travel Support

Funds that are granted for customer travel, meals, and expenses to industry related activities (e.g. ASTRO attendance, IGRT training, local symposia, etc.). This fund is limited to the amount shown and must be distributed within 24 months after equipment acceptance.

1 Software Media Pack, SYNERGISTIQ Clients

Aperture Plate Electron Beam Applicator 25 x 25 cm

Fitted with spring loaded touch guard, coded end frames and electrical connection to linear accelerator.

The X-ray diaphragms are then set automatically to the optimum position.

A unique hook and latch mounting system enables easy and rapid attachment.

1 Turbo Starter Kit for Linear Accelerators

Ancillary equipment required for the installation and maintenance of any Precise Digital Accelerator. Comprising:

- Rotary vacuum pump
- Turbo molecular pump attachment for rapid pump down times and higher roughing vacuum

1 Standard Rigging & Handling

Basic rigging of Linac to first floor or ground floor location. Elekta will provide the necessary crew to offload, uncrate, rigging and machinery moving required to set system as per plan, and remove debris. Basic rigging excludes use of a crane or rigging down an elevator shaft.

Standard Rigging includes:

- Make one pre-installation site visit and delivery project management.
- Drill holes for equipment fasteners
- Supply a 12,000 lb capacity forklift during the off loading procedure
- .- Stage and uncrate the linac machine, move all components into the facility, and set as directed.
- Remove and dispose of all packaging that will not be reused.
- Transport the base, gantry and beam arm into the facility/bunker on transport trolleys supplied by Elekta,
- Set the base frame in place (Elekta will level).
- Set the gantry drum onto the base frame.
- Set beam arm into the gantry.
- Install counterweight holder and stack the counterweights.
- Supply a manual gantry lifting system to perform aforementioned setting activities and all necessary tools.-

Supply a crew, including a rigging supervisor.

- Include the cost of all associated resource and expenses, including related travel time.
- Complete all rigging activities in a single day.



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Standard Rigging excludes:

- Crane service .- Elevator, or shaft deliveries.
- No clear access to the building (exterior).
- Interior obstruction en route to treatment room.
- Any shoring needed to protect the structure from the weight of the system.
- Any shoring and/or plating needed to build temporary dock or landing area for the unit.
- Extra long delivery routes, distances in excess of 150' from offload site to the treatment room.
- Overtime, weekend, premium time, unless Weekend Rigging selected.

additional travel expenses should the project exceed the time allotted in this scope for reasons beyond Elekta or our contractor's control.

additional man-hours, manpower, travel expenses, or equipment required due to delays caused by incorrect site preparation, waiting time, or delays not caused by Elekta or our contractor will be itemized and billed to the customer at then current rates.

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1 Applications training for iViewGT ™

The 3-day iViewGT™ training course (travel time inclusive), provides training for 4 radiation therapists in the clinical use of the iView™ imaging system. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in radiation therapy.

Kit, XVI Daily QA Phantom

Daily QA Phantom for kV and MV projection imaging and kV VolumeView™ checks Laser and lightfield coincide additionally Spreadsheet for recording and analyzing trend results

- 1 20' Flat panel control room monitor
- 1 Customer Interface Terminal Board
- 1 iView Installation

U.S.A. Electron Flatness

Electron flatness according to U.S.A. standards, optimized at 100 cm.

Control System hardware for XVI R5.0

The XVI control system is a high specification dual processor PC which supports all aspects of the IGRT process including 2D, 3D and 4D kV image acquisition, VolumeView™ reconstruction, and analysis using a suite of advanced registration functionality.

1 Annulus, Oval Body

Optional Annulus, required if the user wishes to calibrate for Hounsfield Units (HU) for Medium and Large FOV. Option to calibrate for the introduced with XVI R5.0.

This annulus has an oval shape with a 35cm by 25cm outer diameter nd a 20cm length. The oval shape of the body annulus simulates the non-uniform attenuation created by a patient torso shape. The annulus weighs 8kg. This annulus is cast from the Catphan Phantom uniformity material which combines excellent material uniformity with a density in the tissue range. The annulus is designed to slide over the outside of the 20cm Catphan Phantom housings.

Room Lasers, Green, Remote

Laser patient alignment system, green lines with remote control adjustment. Set of 4 Green Room lasers.



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Comprising 3 crosshair and 1 line sagittal laser. Featuring extremely fine lines (< 1mm), high precision adjustment at the isocenter and easy to install, stable mounting bracket. Inclusive of switchable (110v to 240v) Power Supply and universal mains adaptor and remote hand-held controller.

- Beam Block Tray Star Pattern
 Beam block tray with holes in a star pattern.
 Trays are designed with threaded, removable plugs for the coding of each block.
 Specially designed for use with the Elekta shadow tray assembly.
- 1 Linac Labor Warranty
- 1 Linac Installation
- 1 Drayage
- 1 add-on beam shaping Applications Training This is a 1 day on-site training for the operators of the system.



Quotation Date: April 8, 2015

Valid Until: July 7, 2015

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Prepared By:
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CRM Business and Solutions Analyst

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Currency: USD

Elekta is pleased to submit the following Quotation for the products, software licenses, and/or services described herein at the prices and terms stated.

Total Offer Price:

\$819,031.88

The price under this Quotation reflects a discount of \$0.00 USD. If customer is an entity that reports its costs on a cost report required by the Department of Health and Human Services or a state healthcare program, the customer must fully and accurately report any discount that has been provided by Elekta under the final agreement between the parties in the applicable cost report and provide information upon request by the Secretary of Health and Human Services or a state agency.

Subject to Elekta, Inc. Terms and Conditions or those previously negotiated.

State, local, VAT and other taxes, and import/export licenses are not included in this Quotation

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Scope of Supply

Qty	Description	List Price	License Term
1	One-time Patient/Physician/Payor Import Package One-time import of patient demographic data into MOSAIQ, including population of the external directory with physicians & payers.	13,200.00	NA
1	One-time Schedule Import Package One-time import of appointment/schedule data into MOSAIQ.	11,000.00	NA
1	One-time Scanned Image Import Package One time import of scanned documents into MOSAIQ	8,800.00	NA
1	One-time Document Import Package One time import of transcriptions or reports into MOSAIQ	8,800.00	NA
1	One-time TX Detail Import Package One time import of patient treatment detail into MOSAIQ	27,500.00	NA
1	One-time Patient Note Import Package One-time Patient Note Import into MOSAIQ	8,000.00	NA
, 20	MOSAIQ Resource Scheduling Department Scheduling system	33,000.00	Perpetual
	Full-Featured Department Scheduling system includes user-defined views of staff, resource, and department schedules. Features include flexible templates, wave/series scheduling, sophisticated conflict checking/resolution and find-next capability.		
1	DICOM Modality Worklist Module For MOSAIQ	7,500.00	Perpetual
4	MOSAIQ Evaluate 1-5 Users per Concurrent License	160,000.00	Perpetual
	Capable plan review features a flexible layout environment, powerful graphical displays and a variety of analytic tools to help clinicians compare plans from different systems, quantify and evaluate dose coverage trade-offs, to ensure the best possible course of treatment for each patient. It allows clinicians to: 1. review and assess plans in a distributed manner 2. use MOSAIQ workflow tools such as worklists and treatment prevention to ensure compliance with department processes 3. evaluate plans from various TPS 4. manage plans for different treatment modalities 5. streamline chart rounds and		
	 streamline chart rounds and reduce backlog of plans to review/approve. 		

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It includes: One-day On-site training Installation and Service or Systems Administration

1	MOSAIQ INTEGRATED FAXING IQ Server Software Foundation for the Elekta integrated EMR/practice management system. Includes patient master index (PMI), internal & external directories, system utilities, configuration libraries, and barcoding capability. Required for any MOSAIQ module. Requires MS SQL.	3,000.00 16,500.00	Perpetual Perpetual
10	MOSAIQ RO Electronic Medical Record for Radiation Oncology Per concurrent RO clinician (machine/RO). Provides the ability to import and manage DICOM RT plans and images to expedite the generation of complex RO prescriptions and treatment calendars; connect to linacs and imaging devices to support pre/post treatment validation, review and analysis.	275,000.00	Perpetual
4	ON-SITE TRAINING DURING REGULAR WORKING HOURS - 4 DAYS On-site training visit by Elekta trainer focusing on agreed-upon goals, format, and agenda. Training duration is 4 business days and is conducted during regular working hours.	44,000.00	NA
1	FAX SERVER APPLIANCE FOR MOSAIQ - 4 LINES Contract pass-through 3rd party product. Includes:1 x FF440-Multi-Tech FaxFinder FF440 - fax server	2,171.80	NA
2	DELL LCD MONITOR FOR MOSAIQ WORKSTATIONS Contract pass-through 3rd party product. Includes: 1 x UM.CB6AA.001	904.50	NA
1 . 25	ESI: ADT Import from TBD ESI Implementation Services Hourly Service Fee for External System Interfaces	15,730.00 5,000.00	Perpetual NA
1 50	ESI: Lab Results Import from TBD ESI Implementation Services Hourly Service Fee for External System Interfaces	15,730.00 10,000.00	Perpetual NA
1 25	ESI: Lab Order Export to TBD ESI Implementation Services Hourly Service Fee for External System Interfaces	15,730.00 5,000.00	Perpetual NA
1 20	ESI: Document Export from IMPAC EMR ESI Implementation Services Hourly Service Fee for External System Interfaces	15,730.00 4,000.00	Perpetual NA
1	ESI: Document Import	15,730.00	Perpetual

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25	ESI Implementation Services Hourly Service Fee for External System Interfaces	5,000.00	NA
1 25	ESI: Schedule Export to TBD ESI Implementation Services Hourly Service Fee for External System Interfaces	15,730.00 5,000.00	Perpetual NA
1	ESI: CQM EXPORT S/W CQM Export automatically reports Clinical Quality Measures and Public Health Measures electronically. Required for Stage 1 and 2 providers.	15,730.00	Perpetual
1	ESI: CQM EXPORT I/S Installation and Service hours for CQM Export Software.	2,000.00	NA
1	ESI: CCDA EXPORT S/W For Stage 1 the CCDA Export will provide patients with an electronic copy of their health information upon request. For Stage 2 the CCDA Export will provide patients with the ability to view online, download and transmit their health information within four business days of the information being available to the EP.	15,730.00	Perpetual
1	ESI: CDDA EXPORT I/S Installation and Service hours for CCDA Export Software.	3,000.00	NA
*vo-	SNOMED CODES FOR DIAGNOSES Provides clinical decision support to improve performance on high-priority health conditions. Generates lists of patients by specific conditions to use for quality improvement, reduction of disparities, research or outreach.	1,300.00	Annual
6	Formulary Plus US Version First DataBank's NDDF Plus Embedded in MOSAIQ, US Version Applies the power of the National Drug Data File (NDDF) plus drug knowledge base from First DataBank to support the administration of medications using MOSAIQ; US DB; seat license. Formulary Plus is subject to the Elekta General terms and Conditions and the additional terms and conditions of the Sublicense Addendum and is subject to a recurring annual fee.	1,950.00	Annual
	Connectivity to DICOM RT Philips/ADAC Pinnacle Interface to Treatment Planning System / Virtual Simulation Treatment Planning Connectivity supports the import of DICOM RT plans & images from virtually any treatment planning or virtual Simulation System. The extent of the information imported depends on the treatment planning system & the type of interface.	11,000.00	Perpetual
1 20	ESI: Charge Export to TBD ESI Implementation Services Hourly Service Fee for External System Interfaces	15,730.00 4,000.00	Perpetual NA
1 .	Barcode Printer Kit for MOSAIQ Contract pass-through 3rd party product. Includes:	340.79	NA

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494.79

NA

x 282P-201111-000 Zebra LP2824+ 203DPI/DT/SER/USB/51

x F3U133-06

BELKIN USB CABLE A-B 6FT

SLP-2RL

Seiko address Labels; (White) 260 labels 1-1/8in x 3-1/2in

Barcode Scanner Kit for MOSAIQ

Contract pass-through 3rd party product, Includes:
1 x MK9540-72A38 Metrologic MS9540 VoyagerCG Barcode Scanner USB



Quotation

Questions? Contact: Mark Loftus x2260 MarkLoftus@sunnuclear.com

BILL TO

UNC- High Point Regional Health System Curtis Whiddon 601 North Elm St. Highpoint, NC 27262

OH THE

UNC- High Point Regional Health System Curtis Whiddon 601 North Elm St. Highpoint, NC 27262

Date	04/09/15	
Quote #	00220908	
Date Exp.	07/08/15	
Terms	Net 30	
Ship Via	UPS Ground	
1	Service	
FOB	Shipping Point	

For Purchase Order processing, please email orders to Orders@sunnuclear.com

Item	Part#	Description	Qty	Unit Price	Extended Price
1	1230000-0	3D SCANNER™ (BNC) Relative dosimetry cylindrical 3D water scanning system. Ring drive mechanism positions detector in any relevant 3D location, making the detector axis always perpendicular to the profile scanning direction. One year hardware and software warranty. One day installation and setup included (training separate). System includes: 1. Museum quality PMMA tank resists deformation with 686 outside diameter, 600mm system height, 13mm wall thickness, 19mm bottom thickness, 37kg weight. 2. Electrometer with industry leading specifications including dual independent measurement input channels. 3. Multi-functional hand pendant. 4. One detector holder kit. 5. SNC Dosimetry software with unlimited workstation software license with comprehensive functionality including automatic beam center location, leveling accuracy verification, and pre-defined editable scanning scripts. 6. RTP export interface to TPS. Requires 1230000-1. See product datasheet for minimum PC requirements.	1	\$ 59,950.00	\$ 59,950.00
2	1230000-3	3D MiniLift 3D SCANNER electronic lift table with 50cm vertical travel and vertical stability better than 1.0mm over two days with full tank and at maximum lift height. Legs fold inward to compact size for easy portability. When extended legs fully clear all common Linac floor mounted couch disks improving setup quality and eliminates the risk of tank-shift when the couch disk is stepped on.	1	\$ 13,950.00	\$ 13,950.00



Quotation

Questions? Contact: Mark Loftus x2260 MarkLoftus@sunnuclear.com

3	1118000-0	EDGE™ Dosimetry Detector	2	\$ 2,595.00	\$ 5,190.00
		Fully guarded therapy beam scanning diode for precision IMRT and SRS commissioning and modeling. Active area of 0.8 x 0.8mm with 0.5mm effective buildup. Waterproof, cable length 1.8m, connecting system triax-BNC. Includes one holder (p/n: 1118320 for PTW, p/n: 1118325 for Wellhofer or p/n: 1118375 for Scanditronix) Specify Sun Nuclear, PTW, IBA Blue Phantom or RFA 200 tank when ordering.	-	ψ L ₁ 000.00	\$ 0, 130.00
4	1230370	EDGE Detector Holder Kit for 3D SCANNER Includes EDGE Detector holder and EDGE Detector setup cap; part numbers: 1230360 and 1041306 Included with purchase of Edge Detector.	1	\$ 0.00.	\$ 0.00
5	711003	0.125cm³ Scanning Ion Chamber (BNC) Fully guarded therapy chamber with acrylic wall and aluminum electrode. Waterproof, open chamber volume. Cable length 1.3m, connecting system BNC. Includes acrylic buildup cap and 31mm rigid stem for mounting.	2	\$ 1,825.00	\$ 3,650.00
6	1230485	7mm Detector Holder Kit for 3D SCANNER Includes horizontal detector holder and radial offset detector holder; part numbers: 1230340 and 1230490 Included with purchase of 3D Scanner.	1	\$ 0.00	\$ 0.00
7	1041304	0.125cm³ SemiFlex Chamber Setup Cap Used for setup and setup verification with a PTW 31010 detector Included with 7mm Holder Kit.	1	\$ 0.00	\$ 0.00
8	711000	0.6cm³ Farmer Chamber (BNC) Farmer type chamber 0.6 cm³, waterproof, connecting system BNC	1	\$ 2,075.00	\$ 2,075.00
9	710313	ADCL Calibration for Chamber (1st point) One Co-60 calibration point in water	1	\$ 700.00	\$ 700.00



Quotation

Questions? Contact: Mark Loftus x2260 MarkLoftus@sunnuclear.com

	array for use with 3D SCANNER. Interfaces with 3D SCANNER software for real-time measurement of therapy beams. Includes holder	:		
	for attachment to 3D SCANNER. (Not yet available. Please check for expected availability date)			
	Reference site	agreen	ent Discount	(\$6,862.05)
autoninininininininininininininininininini		Tota	I Investment:	\$ 98,907.95



Quotation

Questions? Contact: Mark Loftus x2260 MarkLoftus@sunnuclear.com

This quotation is a confidential document containing privileged information that is not to be disclosed to parties outside of quotee and Sun Nuclear Corporation. (Disclosure to GPOs is considered a violation of confidentiality) Disclosure of this information to third parties voids terms and pricing outlined in the quotation.

Sun Nuclear Corporation Terms & Conditions

- 1. All purchases approved for Net terms are due 30 days from the shipping date or services.
- 2. Shipping terms are FOB Shipping Point.
- Payment with credit cards is restricted to SNC products and services of less than \$2,500. A 3% convenience charge will be added to any payment processed for special order products (resale items) and any SNC product of service with a sales price greater than \$2,500
- 4. Prices do not include applicable taxes. SNC will collect and remit the appropriate taxes for some U.S. states. If applicable taxes are not on Customer Purchase Order, Customer is responsible for remittance of appropriate taxes.
- 5. Undisputed past due accounts are subject to a late service fee charge of 18% per annum (1.5% per month), or the maximum allowed by law.
- Any payment made in respect of credit transactions shall first be applied to the accumulated service charge, if any, and thereafter to the principal amount of the outstanding debt.
- 7. SNC will assess handling charges in the amount of \$100.00 for any dishonoured check received from the Customer.
- 8. All products shipped are subject to recourse by SNC until paid in full. Upon request from SNC, Customer agrees to immediately relinquish and return all unpaid equipment in its original condition to SNC, subject to a 20% restock fee or costs required to return equipment to its original condition, whichever is higher.
- 9. The parties agree that the Customer's sole and exclusive remedy for defective products shall be limited to the stated warranty provided by SNC for its manufactured products, or the warranty assigned by SNC to the extent provided by the manufacturer (resale items) of the particular component or system. The Customer agrees that no other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, transportation charges or other incidental or consequential loss) shall be available.
- 10. Customers who cancel or postpone scheduled training/education/installation services are subject to cancellation fees (minimum of \$500 not to exceed \$3,000) for resource allocations and non-recoverable scheduling costs (i.e., hotels, airfare, reservations, etc.)
- 11. Travel allowance for customers attending courses at the Sun Nuclear Training Center is limited to \$800 for one day training (\$1,000 for two day training) for itineraries requiring airfare and \$500 for itineraries requiring ground transportation.
- 12. Customer is liable for invoicing of unused training days 90 days after product shipment.
- 13. Customer agrees to advise SNC of any defective product(s) and/or any disputed invoice(s) in writing within 10 days of receipt. Failure to properly notify SNC of any dispute and /or defective goods constitutes a waiver of any and all such disputes, provided, however, that this provision shall in no way affect or limit Customer's rights under SNC warranty, or where such is limited by law.
- 14. Subject to SNC approval, Customer may return unused product within 30 days from the shipping date subject to a 20% restocking fee and Customer must pay for the return shipping charges. Generally, returns after 30 days will not be considered. All approved returns must have an RMA (Return Materials Authorization) number issued by SNC. Special order products (Resale items) cannot be returned without the express written consent of the manufacturer. Customer must pay for the return shipping charges. Unauthorized returns (i.e., those without an RMA # provided) will be rejected and returned at Customer's expense.
- 15. SNC Support Contracts and Maintenance Agreements are non-refundable or transferable. Multi-year SNC Support Contracts may not be cancelled for current coverage period amounts that have been billed to the customer by SNC. Remaining Multi-year SNC Support Contract coverage periods that have not been billed to the customer by SNC may be cancelled if the customer no longer offers Radiation Oncology Services or should SNC no longer be able to provide services associated with the Agreement. SNC at its discretion may prorate the charges should one of these circumstances arise.
- 16. Customer hereby agrees to indemnify SNC for all collection fees, legal fees and all other fees and expenses which SNC incurs should Customer's account be in arrears.
- 17. SNC software is only licensed to the original purchaser and the license is not transferable.
- 18. SNC requires that when (i) the standard warranty has ended and lapsed by more than 365 days, (ii) a previously purchased contact has expired and lapsed by more than 365 days or (iii) there has been a transfer of product ownership, the equipment must be inspected and a reinstatement fee paid before placing such equipment under a new support services contract. The inspection and reinstatement fee is non-refundable and does not apply to the purchase of the support services contract. Equipment which has had a transfer of ownership and has not been inspected by SNC is eligible for standard repair pricing.
- 19. SNC reserves the right to modify these terms, require advance payment, and cancel any order.
- 20. SNC sales representatives do not have the authority to bind SNC or make any representation in respect of credit or any other matter which deviates from standard policy. All special arrangements or requirements must be confirmed in writing with an authorized person from SNC.

Rev.2/2014



Quotation Number: 2015-90787-SC

Quotation Date: April 9, 2015

Valid Until: July 8, 2015

Prepared For:
Janet Forrest
HIGH POINT MEM HOSP
601 N. Elm Street
HIGH POINT, North Carolina 27262
US
(t) +1 336-878-6000
(f)

Prepared By:
Shannon Casey
CRM Business and Solutions Analyst

1092 Harness Drive St. Charles, MO 63304 (t) 314-239-5990 (c) +1 3142395990 shannon.casey@elekta.com

Currency: USD

Elekta is pleased to submit the following Quotation for the products, software licenses, and/or services described herein at the prices and terms stated.

Total Offer Price:

\$360,000.00

The price under this Quotation reflects a discount of \$0.00 USD. If customer is an entity that reports its costs on a cost report required by the Department of Health and Human Services or a state healthcare program, the customer must fully and accurately report any discount that has been provided by Elekta under the final agreement between the parties in the applicable cost report and provide information upon request by the Secretary of Health and Human Services or a state agency.

Subject to Elekta, Inc. Terms and Conditions or those previously negotiated.

State, local, VAT and other taxes, and import/export licenses are not included in this Quotation



Quotation

Questions? Contact: Mark Loftus x2260 MarkLoftus@sunnuclear.com

Customer's Acceptant (ONLY to be completed in lie	ce eu of a hard copy purchase order)	
Ву;		and the state of t
Printed Name:		
Title:		
Date:	PO#:	
After completion, please fax to +1 321-757-0066	se scan and email to Orders@s	unnuclear.com or



Quotation Number: 2015-90787-SC

Quotation Date: April 9, 2015

Valid Until: July 8, 2015

Scope of Supply

Qty	Description	List Price	License Term
72	STRATEGIQ Consulting Services Customer consulting services	360,000.00	NA



Quotation Number: 2015-90782-SC

Quotation Date: April 9, 2015

Valid Until: July 8, 2015

Prepared For:
Janet Forrest
High Point Regional Health
601 N. Elm Street
HIGH POINT, North Carolina 27262
US
(t) +1 336-878-6000
(f)

Prepared By: Shannon Casey CRM Business and Solutions Analyst

1092 Harness Drive St. Charles, MO 63304 (t) 314-239-5990 (c) +1 3142395990 shannon.casey@elekta.com

Currency: USD

Elekta is pleased to submit the following Quotation for the products, software licenses, and/or services described herein at the prices and terms stated.

Total Offer Price:

\$306,562.80

The price under this Quotation reflects a discount of \$0.00 USD. If customer is an entity that reports its costs on a cost report required by the Department of Health and Human Services or a state healthcare program, the customer must fully and accurately report any discount that has been provided by Elekta under the final agreement between the parties in the applicable cost report and provide information upon request by the Secretary of Health and Human Services or a state agency.

Subject to Elekta, Inc. Terms and Conditions or those previously negotiated.

State, local, VAT and other taxes, and import/export licenses are not included in this Quotation

Elekta, Inc., 400 Perimeter Center Terrace, Suite 50, Atlanta, GA 30346 Phone: 770 300 9725 | Fax: 770 670 2323 | www.elekta.com

1



Quotation Number: 2015-90782-SC

Quotation Date: April 9, 2015

Valid Until: July 8, 2015

Scope of Supply

Qty	Description	List Price	License Term
1	MOSAIQ IGRT Connectivity for Elekta Connectivity kit including the RTD and Elekta delivery platform, interface to Elekta MLC/IMRT, interface to iViewGT electronic portal imaging device and connectivity to the XVI including volumetric imaging.	104,500.00	Perpetual
1	Connectivity to Elekta VMAT Interface license that supports VMAT	15,000.00	Perpetual
1	SYNERGISTIQ (Elekta Bundle) Consolidates and synchronizes MOSAIQ and XVI.	149,000.00	Perpetual
1	DUAL MONITOR OPTION FOR SYNERGISTIQ PC	1,039.00	NA
1	DICOM Information Manager for MOSAIQ Data Director DICOM Object Management Tool	35,000.00	Perpetual
	Core module MOSAIQ Data Director. Provides standards based, full fidelity storage for all DICOM objects + DICOM RT. Provides non-DICOM storage support for many file formats + highly configurable data storage, migration and organization rules for both.		
1	DICOM Device Connectivity for MOSAIQ Data Director Access to data from DICOM sources (5 Per Core DICOM License)	0.00	Perpetual
•	DICOM Data Connectivity including access to imaging devices, treatment planning systems, DICOM-based data generation devices.		
1	KVM Extender Kit for In-Room SEQUENCER Monitor Contract pass-through 3rd party product. Includes: 1 x ACS4001A-R2 Black Box ServSwitch Single DVI-D CATx KVM Extender,	1,472.32	NA
•	USB 1 x A3L980-150-BLUS Belkin CAT6 150' patch cable, RJ45 1 x 26911 Cables to Go DVI-D M/M Display Cable - 6.6 ft		
1	HP LCD Monitor for MOSAIQ Workstations Contract pass-through 3rd party product. Includes: 1 x C9V76A8#ABA HP EliteDisplay E221 21.5-inch LED Backlit Monitor	505.58	NA
i.	HP Keyboard and Mouse for MOSAIQ Workstation Contract pass-through 3rd party product. Includes: 1 x KF885AA#ABA HP USB MOUSE AND KEYBOARD KIT	45.90	NA

Elekta, Inc., 400 Perimeter Center Terrace, Suite 50, Atlanta, GA 30346 Phone: 770 300 9725 | Fax: 770 670 2323 | www.elekta.com 2



Quotation Number: 2015-90782-SC

Quotation Date: April 9, 2015

Valid Until: July 8, 2015



13614 Woodbury Rd. Haslett, MI 48840 P: 877-704-3838 F: 517-339-1215 Email: parts@radparts.com Registered to ISO 9001:2008 Quality Standards

April 22, 2015

To Whom It May Concern

RadParts has contracted with High Point Regional Health to purchase the Linear Accelerator Varian Clinac 21SCX serial number H272140 currently located in the Philips Cancer Pavilion at High Point Regional Health and to remove the unit from the State of North Carolina. The purchased unit shall not be resold within the State of North Carolina without a separate prior CON approval being required by any purchaser, and RadParts agrees to make evidence of such approval a condition of executing any future sale contract of this machine.

Sincerely

Tony J Richardson
VP - Director of Sales

Direct Tel # 410-371-4777



EQUIPMENT PURCHASE, REMOVAL AND DISPOSAL AGREEMENT RAD04132015-001R

April 13, 2015 High Point Regional Health Center 601 N. Elm St. High Point, NC 27262 Attn: Danette Canup 336-878-6036

This AGREEMENT is made between Radparts.com, Inc., 13614 Woodbury Rd., Haslett, MI 48840 a Pennsylvania Corporation ("RADPARTS") and High Point Regional Health Center, 601 N. Elm St., high Point, NC 27262 ("SELLER"), on April 20, 2015.
WHEREAS, Seller desires to sell to Radparts and Radparts desires to purchase from Seller the Equipment described below upon the terms and conditions set forth herein.

- EQUIPMENT: Varian 2100SCX SN#2140 with 120 MLC, Portal Vision and Spare Parts. The system is in good condition and is currently installed with power running to the system. System, service records, system manuals, all system spare parts, Phanloms, system software disks, and all system workstations are included. The VEO base frame removal is included.
- 2. PRICE: TOTAL SALE PRICE OF THE USED EQUIPMENT IS US\$11,000.00USD, excluding any sales/state texes, if applicable.
- PAYMENT TERMS: The payment in full will be due upon removal of Equipment.
- 4. REMOVAL COSTS: RADPARTS is financially responsible for the costs incurred in the removal of the Equipment, including but not limited to providing labor, rigging, packing, shipping, and all bonding and insurance. RADPARTS is responsible for any damage to Equipment during the de installation process. SELLER is responsible for providing a clear path for the removal of Equipment, and for any extraordinary costs required for removal including any construction costs, floor shoring, demolition, reconstruction, elevatorinvolved removals, crane rentals or delays in preparing facility for removal.
- REMOVAL DATE: RADPARTS will work in good felth with seller to accommodate SELLER's removal date constraints (two to three week notice requested).
- BASE FRAME: VEO base frame shall be left in place. Remover will leave room "swept clean".

 GENERAL TERMS AND CONDITIONS: The Removal and Disposal of the Equipment is subject to the General Terms and Conditions attached hereto and incorporated herein by reference.

Seller agrees to sell the equipment described above and by signature indicates acceptance in its entirety of all terms and conditions set forth in this Agreement. This offer is valid for ten days.

RADPARTS RADPARTS.COM, INC.	SELLER High Point Regional Health Conter ISC Facility/Institution	
Authorized Signature	Cinhand & Crasso 4/21/2019 Authorized Signature Date	
Date 4-22-15	Kinderly S (TRUS VP) (170 Print Name Title	



GENERAL TERMS AND CONDITIONS

- 1. AS IS, WHERE IS: All used Equipment is sold "As Is, Where Is Condition", and Seller disclaims any and all warranties expressed or implied, including but not limited to implied warranties of merchantability and/or fitness for a particular purpose.
- 2. INSPECTION & DEPOSIT: RADPARTS will submit a refundable deposit in order to hold equipment for inspection. RADPARTS must approve or reject Equipment within 72 hours of inspection. If RADPARTS approves Equipment, RADPARTS's deposit becomes a non-refundable down payment. If RADPARTS rejects Equipment, then SELLER shall refund all deposits paid to the RADPARTS within five business days following the rejection of Equipment. If no response is received within 72 hours equipment will be presumed to have been rejected. RADPARTS shall have the right to cancel this agreement prior to the inspection deadline date and receive a refund of deposit(s) paid.
- 3. CONDITION OF EQUIPMENT: Equipment will be maintained in the condition that SELLER represented it at the time of the execution of this Agreement, and in the condition RADPARTS inspected it. In the event that it is not in such condition, RADPARTS will have the following options: (1) RADPARTS may reject the Equipment and SELLER shall immediately refund to RADPARTS 100% of any moneys paid by RADPARTS within ten days, (2) The purchase price of the Equipment will be reduced by the amount equal to the cost of all repairs and work necessary to restore the Equipment to the condition and specifications outlined in this agreement or observed at the inspection.
- 4. COMPUTERS & SOFTWARE: SELLER understands that the Equipment requires functional computers and related software for operation. In the event SELLER elects to erase the data and/or software from the computes, SELLER agrees it will re-order and re-install the manufacturer's software prior to the scheduled removal date.
- 5. TITLE: SELLER warrants that it is the lawful owner of this equipment and that it is free of any and all encumbrances. Title will pass to RADPARTS or its designated agent upon receipt of payment in full. Title to the Equipment will then belong wholly and exclusively to RMOVER or its designated agent/Seller. Upon receipt of payment in full, and upon RADPARTS's request, RADPARTS will be issued a Bill of Sale from SELLER. Title will remain with SELLER until full payment has been made.
- 6. REMOVAL COSTS: RADPARTS is financially responsible for the costs incurred in the removal of the Equipment, including but not limited to providing labor, rigging, packing, shipping, and all bonding and insurance. RADPARTS is responsible for any damage to Equipment during the de-installation process. SELLER is responsible for providing a clear path for the removal of Equipment, and for any extraordinary costs required for removal including any construction costs, floor shoring, demolition, reconstruction, elevator-involved removals, crane rentals or delays in preparing facility for removal.
- REMOVAL LIABILITY: RADPARTS shall be liable for any injury, including property damage and personal injury, caused by the negligent or willful acts of RADPARTS, during de-installation and removal of Equipment.
- 8. DATE MODIFICATION: In the event that the Equipment removal is delayed by SELLER for more than 30 days from the date defined in this agreement, RADPARTS shall have the option of either canceling this agreement and receiving a full refund, or renegotiating the purchase price.
- 9. EXPENSES: Except as otherwise specifically provided herein, each party to this Agreement shall pay its own expenses (including the fees and expenses of their representatives, accountants and counsel) incidental to the preparation and carrying out of this Agreement, and the consummation of the transaction set forth herein.
- 10. SCOPE OF AGREEMENT: The signing of and the execution of this Agreement shall constitute the entire agreement between the parties and supersedes any and all prior agreements. No emendment or variation of this Agreement shall be valid unless mutually agreed upon in writing and signed by authorized officers of both the SELLER and the RADPARTS.
- 11. WAIVER: Failure by a party to assert its rights upon any default of this Agreement shall not be deemed a waiver of such rights, nor shall any waiver be implied from the making of any payment hereunder.
- 12. LEGAL VENUE AND ARBITRATION: In the event an obligation is undertaken by two or more persons pursuant to any contract, such persons agree to be jointly and severally liable hereunder for the full performance of such obligation, the contract and the rights and obligations of the parties be governed in all respects by the laws of Chester County, Pennsylvania. Any controversy arising out of this Agreement shall be settled by arbitration in accordance with the Rules of the American Arbitration Association in Chester County, Pennsylvania.

Soller Initials:	.
Radparts Initials:	MKS



- 13. COUNTERPARTS AND RACSIMILE SIGNATURES: This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. For purposes of this Agreement, signatures sent via facsimile shall be deemed originals and shall have the same force and effect as if they were originals. This agreement will not be binding until signed by both parties, and can be withdrawn at any time prior to its signature by RADPARTS. This agreement may only be executed when signed by an officer of Radparts.com, Inc..
- 14. FORCE MAJEURE: Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing herounder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), wars, adverse weather conditions, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.
- 15. CONFIDENTIALITY: The terms and condition of this Agreement are confidential and shall not be disclosed except as necessary to the performance of this Agreement or as required by law. SELLER's communications with RADPARTS's agents and Sellers are to be handled exclusively through RADPARTS unless otherwise directed by RADPARTS in writing. SELLER agrees to limit any discussion during inspection or in the course of due diligence to technical or logistical issues, and further expressly agrees to NOT discuss any financial issues with prospective buyers.

Seller Initials:	
Radparts Initials:	MKS

North Carolina Department of Health and Human Services Division of Health Service Regulation Acute and Home Care Licensure and Certification Section 1205 Umstead Drive, 2712 Mail Service Center Raleigh, North Carolina 27699-2712 Telephone: (919) 855-4620 Fax: (919) 715-3073

For Official Use Only License # H0052 FID #: 943251 PC MJ \$6,692.50

License Fee:

2015 **HOSPITAL LICENSE** RENEWAL APPLICATION

Legal Identity of A (Full legal name o	Applicant: f corporat	High Point Regional Health on, partnership, individual, or other legal entity owning the enterprise or service.)
Doing Business A (d/b/a) name(s) un	s der which	the facility or services are advertised or presented to the public:
PRIMARY: Other: Other:	High Poi	nt Regional Health
Facility Mailing A	ddress:	P O Box HP5
		High Point, NC 27261
	irector: CED ndividual) re	High Point, NC 27262 Guilford (336)878-6000 (336)878-6158 Leffrey S-Miller Ernest L. Bovio Tr Sponsible to the governing body (owner) for the management of the licensed facility) Finest L Bovio Tr Title: President & CEO ponsible to the governing body (owner) for the management of the licensed facility)
		ct for any questions regarding this form:
Name: Kiml	seriy_	1 elephone: 356-811-6532
E-Mail: K	insberi	J. crews 2 @ unchealth. unc. edu
		PAUC 3/2013

License No: <u>H0052</u> Facility ID: <u>943251</u>

All responses should pertain to October 1, 2013 through September 30, 2014.

11. Linear Accelerator Treatment Data continued

a. Number of <u>patients</u> who received a course of radiation oncology treatments on linear accelerators (not the Gamma Knife®). Patients shall be counted once if they receive one course of treatment and more if they receive		
additional courses of treatment. For example, one patient who receives one course of treatment counts as one, and		
one patient who receives three courses of treatment counts as three.		
# Patients 357 (This number should match the number of patients reported in the Linear Accelerator		
Patient Origin Table on page 35.)		
b. Linear Accelerators		
1. TOTAL number of Linear Accelerator(s)		
2. Of the TOTAL number above, number of Linear Accelerators configured for stereotactic radiosurgery		
3. Of the TOTAL number above, Number of CyberKnife® Systems:		
Other specialized linear accelerators Identify Manufacturer of Equipment		
c. Number of Gamma Knife® units D		
d. Number of <u>treatment</u> simulators ("machine that produces high quality diagnostic radiographs and precisely reproduces the geometric relationships of megavoltage radiation therapy equipment to the patient." (GS 131E-		
176(24b))) <u> </u>		

12. Telemedicine

- b. Does your facility read telemedicine images?

13. Additional Services:

a) Check if Service(s) is provided: (for dialysis stations, show number of stations)

	Check		Check
1. Cardiac Rehab Program	/	5. Rehabilitation Outpatient Unit	./
(Outpatient)	V		V
2. Chemotherapy	\checkmark	6. Podiatric Services	✓
3. Clinical Psychology Services	V	7. Genetic Counseling Service	✓
4. Dental Services	V	8. Number of Acute Dialysis Stations	ر ما

License No: <u>H0052</u> Facility ID: <u>943251</u>

11. Linear Accelerator Treatment Data (including Cyberknife® & Similar Equipment)

CPT Code	Description	# of Procedures
	Simple Treatment Delivery	
77401	Radiation treatment delivery	0
77402	Radiation treatment delivery (<=5 MeV)	0
77403	Radiation treatment delivery (6-10 MeV)	275
77404	Radiation treatment delivery (11-19 MeV)	203
77406	Radiation treatment delivery (>=20 MeV)	O
	Intermediate Treatment Delivery	<u> </u>
77407	Radiation treatment delivery (<=5 MeV)	ь
77408	Radiation treatment delivery (6-10 MeV)	
77409	Radiation treatment delivery (11-19 MeV)	<u>63</u>
77411	Radiation treatment delivery (>=20 MeV)	<u> </u>
	Complex Treatment Delivery	
77412	Radiation treatment delivery (<=5 MeV)	<u> </u>
77413	Radiation treatment delivery (6-10 MeV)	536
77414	Radiation treatment delivery (11-19 McV)	3516
77416	Radiation treatment delivery (>= 20 MeV)	D
, , , , , ,	Other Treatment Delivery Not Included Above	
77418	Intensity modulated radiation treatment (IMRT) delivery	2989
77372	Radiation treatment delivery, stereotactic radiosurgery (SRS), complete course	_
17572	of treatment of cranial lesion(s) consisting of 1 session; linear accelerator	0
77373	Stereotactic body radiation therapy, treatment delivery, per fraction to 1 or	
7,313	more lesions, including image guidance, entire course not to exceed 5 fractions	0
G0339	(Image-guided) robotic linear accelerator-based stereotactic radiosurgery in	0
	one session or first fraction	
G0340	(Image-guided) robotic linear accelerator-based stereotactic radiosurgery,	0
	fractionated treatment, 2nd-5th fraction	
	Intraoperative radiation therapy (conducted by bringing the anesthetized	0
	patient down to the linac)	
	Pediatric Patient under anesthesia	0
	Neutron and proton radiation therapy	2
	Limb salvage irradiation	2
	Hemibody irradiation	
	Total body irradiation	3 '
Imaging P	rocedures Not Included Above	<u> </u>
77417	Additional field check radiographs	228
//-11/	Total Procedures – Linear Accelerators	7821
	Gamma Knife® Procedures	
77271	Radiation treatment delivery, stereotactic radiosurgery (SRS), complete course	
77371	of treatment of cranial lesion(s) consisting of one session; multisource Cobalt	J
	60 based (Gamma Knife®)	
	Total Procedures – Gamma Knife®	0

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