NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

November 7, 2018

Lisa Griffin
llgriffin@novanthealth.org

Exempt from Review – Replacement Equipment

Record #:	**2756**
Facility Name:	Novant Health Presbyterian Medical Center
FID #:	943501
Business Name:	Novant Health, Inc.
Business #:	1341
Project Description:	Replace existing linear accelerator
County:	Mecklenburg

Dear Ms. Griffin:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of October 29, 2018, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the refurbished Varian linear accelerator to replace the Varian Clinac 2100CD. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

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

The Agency also determined that, should you submit prior written notice requesting to replace this specific refurbished Varian linear accelerator with a new linear accelerator after the development of the medical office building referenced in Record #2652, the request would not be considered to violate the provisions of 10A NCAC 14C .0303(e)(2) related to the time between the purchase of the refurbished linear accelerator and the purchase of the potential replacement equipment, provided there is no material change in facts from the circumstances described in your letter of October 29, 2018.

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,

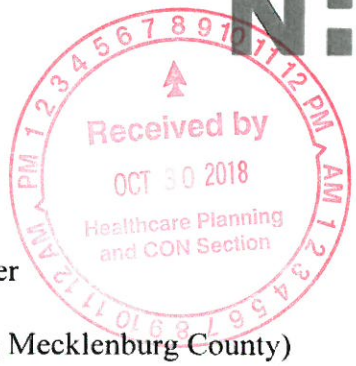
Julie M. Faenza
Project Analyst

Martha J. Frisone
Chief, Healthcare Planning and
Certificate of Need Section

cc: Construction Section, DHSR
Radiation Protection Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR
Melinda Boyette, Administrative Assistant, Healthcare Planning, DHSR

October 29, 2018

Via Email



NOVANT HEALTH

2085 Frontis Plaza Boulevard
Winston-Salem, NC 27103

Julie Faenza, Project Analyst, Certificate of Need
N.C. Department of Health Service Regulation
809 Ruggles Drive
Raleigh, North Carolina 27603

Re: Novant Health Presbyterian Medical Center
Replacement of Linear Accelerator
Charlotte, North Carolina (FID # 943501; Mecklenburg County)

Dear Ms. Faenza:

Novant Health Presbyterian Medical Center ("NHPMC") intends to replace an existing linear accelerator (the "Existing Linear Accelerator") located in the Radiation Oncology Department at the hospital in Charlotte, North Carolina. The Existing Linear Accelerator is over 18 years old and well past its useful life. In addition, this model is discontinued, making it very difficult to obtain replacement parts. Since NHPMC is currently constructing a new Cancer Center directly across the street from NHPMC and will be relocating all oncology related services there (see **Attachment A** for the Agency's exemption determination for this project), NHPMC has decided the most cost effective way to continue providing radiation oncology treatments to its patients in the meantime is to replace the Existing Linear Accelerator with a refurbished linear accelerator (the "Replacement Linear Accelerator"). The Replacement Linear Accelerator will then be relocated and replaced with a new linear accelerator when the new Cancer Center is complete within the next two years. See **Attachment B** for the Equipment Quote which includes the removal of the Existing Linear Accelerator. As part of the equipment cost, the vendor will provide onsite clinical training for the equipment. The total capital cost for the proposed replacement equipment project is estimated to be $913,538[1]. See **Attachment C** – Project Capital Cost. Attachment C includes all costs essential to acquiring the Replacement Linear Accelerator and making it operational.

The proposed project meets the definition of "replacement equipment" found in G.S. 131E-176(22a) because the total cost of the Replacement Linear Accelerator, including all costs essential to acquiring and making the Replacement Linear Accelerator operational, is less than $2 million. The Replacement Linear Accelerator is being purchased for the sole purpose of replacing comparable equipment currently in use which will be sold or otherwise disposed of when replaced. In addition, the requirements of 10A N.C.A.C 14C.0303(d) are met because:

(1) The Replacement Linear Accelerator is comparable to the Existing Linear Accelerator because it has the same technology as the equipment currently in use, although it possesses expanded capabilities due to technological improvements; and
(2) The Replacement Linear Accelerator is functionally similar and is used for the same diagnostic or treatment purposes as the Existing Linear Accelerator and will not be used to provide a new health service; and

(3) The acquisition of the proposed Replacement Linear Accelerator will not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the Replacement Linear Accelerator is acquired.

None of the exclusions in 10A N.C.A.C. 14C .0303(e) applies here.

We respectfully request the Agency's written confirmation of one additional point. On June 28, 2018, Denise Gunter with Nelson Mullins Riley & Scarborough spoke by telephone with Martha Frisone about NHPMC's intention to replace the Existing Linear Accelerator with the Replacement Linear Accelerator, and to then to replace the Replacement Linear Accelerator with a new linear accelerator when the Cancer Center opens in approximately two years. While NHPMC will submit a futher replacement equipment exemption request in two years, we seek the Agency's written confirmation at this time that the three year rule in 10A N.C.A.C. 14C .0303(e)(2) will not be an impediment under these circumstances. During the June 28 discussion, Ms. Frisone indicated that the three year rule should not be an issue under the facts presented here. As discussed above, NHPMC has an urgent need to replace its eighteen year old Exisiting Linear Accelerator now. It would not be reasonable to require NHPMC to relocate a refurbished linear accelerator to the new Cancer Center and operate it for just one year.

In support of our request, please find attached:

Attachment A – Cancer Center Exemption Letter
Attachment B – Vendor Equipment Quote
Attachment C – Project Capital Costs
Attachment D – NC CON Equipment Comparison chart

Based on the information provided, please confirm that NHMPC's replacement equipment exemption request does not constitute a new institutional health service and is exempt from certificate of need review. We would also appreciate the Agency's written confirmation that under the circumstances described in this letter, NHPMC's plan to replace the Replacement Linear Accelerator with a new linear accelerator when the Cancer Center opens in two years will not violate 10A N.C.A.C. 14C .0303(e)(2).

If you need additional information, please do not hesitate to contact me at (704) 384 - 3462.

Sincerely,

Lisa Griffin

Lisa Griffin
Manager, Certificate of Need
Novant Health, Inc.

Enclosures

ATTACHMENT A –

Cancer Center Exemption

NC DEPARTMENT OF
HEALTH AND
HUMAN SERVICES
Division of Health Service Regulation

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director

July 17, 2018

Denise M. Gunter
380 Knollwood Street, Suite 530
Winston-Salem, NC 27103

Exempt from Review

Record #:	**2652**
Facility Name:	Novant Health Presbyterian Medical Center
FID #:	943501
Business Name:	Novant Health, Inc.
Business #:	1341
Project Description:	Develop a medical office building on the main hospital campus with a cost greater than $2 million and develop an adjacent parking deck
County:	Mecklenburg

Dear Ms. Gunter:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of July 11, 2018, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(g) and §131E-184(a)(4). Therefore, you may proceed to offer, develop, or establish the above referenced project without a certificate of need.

However, you need to contact the Agency's Construction and the Acute and Home Care Licensure and Certification Sections to determine if they have any requirements for development of the proposed project.

It should be noted that this determination is binding only for the facts represented by you. Consequently, if changes are made in the project or in the facts provided in your correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by the Agency. Changes in a project include, but are not limited to: (1) increases in the capital cost; (2) acquisition of medical equipment not included in the original cost estimate; (3) modifications in the design of the project; (4) change in location; and (5) any increase in the number of square feet to be constructed.

If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Julie M. Faenza

Julie M. Faenza
Project Analyst

Martha J. Frisone

Martha J. Frisone
Chief, Healthcare Planning and
Certificate of Need Section

cc: Construction Section, DHSR
Acute and Home Care Licensure and Certification Section, DHSR
Amy Craddock, Assistant Chief, Healthcare Planning, DHSR

ATTACHMENT B –

- **Equipment Quotes**

EXECUTIVE SUMMARY

Client Contact

Karen Johnson | kaajohnson@novanthealth.org
Novant Health – Presbyterian Medical Center (PMC)
200 Hawthorne Lane
Charlotte, NC 28204

RS&A Contact

David Stith | dstith@rsainc.net
465 Forum Parkway
Rural Hall, NC 27045
P: (800) 320-4332

Statement of Work

Scope: Replace PMC's current Varian linac to improve functionality / treatment options.
Current Equipment: Varian 21EX (S/N 2013) with 120-leaf MLC, PV, 4DiTC, and Exact Couch
New Equipment: 2006 Varian Trilogy Linear Accelerator (S/N: 1196)

- 6 & 15MV photons, 6-22MeV electrons
- 120 Millennium MLC w/ Low Profile Controller
- OBI, CBCT, Portal Vision, RPM Gating
- RapidArc
- SRS/SBRT system package (includes SRS Cones)
- Varian Optical Positioning System workstation
- 4DiTC IGMA (Version 13)
- Console Software (Version 9.01)
- Standard spares kit and all available accessories (at time of system removal)

Installation Date: To be coordinated with Client
Reference #: OP-006128

Pricing

	Activity / Workstream	Pricing
1	Project management support.	Included
2	Purchase new machine (S/N 1196).	Included
3	Store / transport / deliver new machine.	Included
4	Remove existing machine.	Included
5	Confirm vault is ready to receive new machine as per manufacturer installation data package.	Included
6	Install machine through acceptance.	Included
	Total	**$ 368,500**

Pricing does not include any applicable taxes.

The following activities are the responsibility of the client and therefore not included in this agreement:

- Room prep or construction-related items to receive new machine,
- Machine commissioning, license transfer, and quality audit (as applicable from OEM),
- Integration to OIS and TPS platforms or other software licensure,
- QA equipment or immobilization devices, and;
- Staff training.

Note: The warranty associated with the purchase of this equipment will be included in a separate maintenance agreement. The agreed upon term is 3-years (post acceptance) at a cost of $105,000 annually.

Acceptance of Agreement

By signing below, the Client hereby agrees to the pricing, terms, and conditions of this agreement:

Client:	Novant Cancer Care ("**Client**") PO Box 33549 Charlotte, NC 28233-3549	
Authorized Signature:		**Date:**
Printed Name:		
Contract PO #:		
Tax Number (if exempt):		
Provider:	RS&A, Inc. ("**RS&A**") 465 Forum Parkway Rural Hall, NC 27045	
Authorized by:		**Date:**
	DJ Conrad President	

Attachments:

- Terms and Conditions
- Project Roles & Responsibilities

Client and RS&A (collectively, the "Parties") enter into this Equipment Services ("Contract" or "Agreement") and agree as follows. Additional qualifications or adjustments are to be included by addendum only.

1. **PROJECT EXECUTION**

1.1 **Project Coordinator.** RS&A will appoint a project coordinator (the "Project Coordinator") to work with the Client and manage the installation of the Equipment. The Project Coordinator will be the main contact for Client and is charged with overseeing the project which may include: (i) Coordinating project activities, (ii) Developing an Installation Schedule, (iii) Attending project meetings and preparing meeting summaries (progress to date, next steps, issues log), (iv) Establishing a project contact list, (v) Supporting the Client with change management exercises (e.g., communications plan), (vi) Executing installation procedures to perform and verify the work, and (vii) Issuing project milestone acceptance letters.

1.2 **Installation Schedule.** The Parties will meet and prepare an installation schedule (the "Installation Schedule"). Both Parties shall use commercially reasonable efforts to comply with the Installation Schedule.

1.3 **Site Preparation.** RS&A will work with the Client to prepare the Site ("Site Preparation") to install the Equipment. The Site Preparation may include, but is not limited to, the following:

1.3.1 **Removal of Existing Equipment.** If a machine is currently installed at the Facility and is being replaced (the "Existing Equipment"), RS&A will remove and disposition the Existing Equipment as it deems appropriate. RS&A will manage any disposal requirements for radiative material associated with the removal of the Existing Equipment. Accessories such as photon wedges, accessory trays, electron cones, couch top panels and treatment accessories will be removed with the Existing Equipment. Unless otherwise noted, RS&A will take possession (in full) of any removed equipment, spare parts, and accessories (associated with the equipment) as part of this agreement.

1.3.2 **Disconnection of Utilities.** Client is responsible for disconnecting the electrical, air, and plumbing systems from the Existing Equipment prior to removal of the Existing Equipment and installation of the Equipment.

1.3.3 **Construction Activities.** Client is responsible for any activities required to configure the Facility to install the Equipment at the Facility. Such items may include without limitation (i) electrical, plumbing or other utility requirements, (ii) vault preparation and requirements, (iii) additional shielding, (iv) floor or wall repairs, (vi) any code compliance requirements, (vi) chiller installations, (vii) IT requirements and configurations or (viii) any other infrastructure/construction requirements to install the selected Equipment. See the Attachment below for a breakdown of roles/responsibilities (Note: This may be altered to meet the needs of this Agreement and should be included by addendum).

1.3.4 **Permits.** Client is responsible for (i) obtaining any required permits to possess and install the Equipment and (ii) complying with all state, federal and local regulations in connection with Equipment.

1.3.5 **Radiation Controls.** The radiation control regulations in several regions prohibit RS&A from delivering equipment until the Client can provide evidence of meeting certain requirements. This may include verifying that the Client has licensed or registered their equipment and/or registered their facility. Client shall obtain their license or file their registration in a timely manner to avoid delivery and installation delays, which may occur if these requirements have not been met.

1.3.6 **Facility Plan.** Certain regions require that RS&A must verify the Client has had their facility plan review approved by the regional radiation control agency before the delivery of equipment can be authorized.

1.3.7 **Licensure.** Client may be subject to re-licensing fees associated with the transfer of ownership on used equipment. The Original Equipment Manufacturers (OEM) regulates license transfer policies and only the OEM can supply license transfers. RS&A shall not be responsible for any license fees subsequently charged by the Original Manufacturer, unless specifically agreed upon.

1.4 **Delivery and Install of Equipment.** Once the Site Preparation is complete (including permitting), RS&A will finalize the acquisition, removal and delivery of the Equipment to the Facility. Delivery is defined as when the equipment is either physically placed at the install location –or- arrives at an RS&A facility for storage on behalf of the Client. At the time of delivery, ownership of the asset changes from RS&A to the Client. RS&A will install the Equipment to operate within manufacturer specifications. Upon completion of the mechanical and electrical installation process, RS&A will be present with the Facility's designated staff (e.g., Physics) to administer manufacturer acceptance testing procedures. The completion of the installation process is defined as when acceptance testing is done and signed off by the Client (acceptance letter).

2. PRICING AND PAYMENT TERMS

2.1 **Payment.** The price for the services rendered under this Agreement shall be equal to the "Total Pricing" as outlined in the Executive Summary above (the "Fee"). Payments shall be made by certified check payable to RS&A, Inc. or by wire transfer. Payments for service rendered as part of this agreement are due in the following sequence:

2.1.1 25% non-refundable deposit in due upon acceptance of this agreement.

2.1.2 65% payment is due the earlier of 48-hours prior to delivery of Equipment or 60-days after the agreement is signed. A transfer of ownership from RS&A to the Client occurs upon receipt of this payment. If after the 60-day period the Equipment has not been delivered and payment has not been received, RS&A reserves the right to market the Equipment to other end users. In this instance, the non-refundable deposit is forfeited by the Client or can be applied to the purchase of a different machine within 180-days of agreement execution.

2.1.3 10% payment is due within seven (7) days post-acceptance of the Equipment.

2.2 **Past Due Balances.** Past due balances are subject to a service charge of the maximum amount permitted by law. If collection action is required to collect any amount due under this Agreement, then Client agrees to be responsible for the payment of all past dues, late fees, accrued interest and reasonable attorneys' fees by RS&A to collect such sums.

2.3 **Exclusions.** Unless otherwise noted in the Executive Summary above, pricing does not include (i) compliance items, utility services, chiller installs, IT requirements, etc., (ii) local, state, and federal taxes or (iii) any construction, demolition, or repair work that might be required.

2.4 **Refund Policy.** Client may elect to terminate this Agreement by providing written notice to RS&A. Once RS&A has entered into a binding contract with the Seller, all funds paid under this Agreement shall be non-refundable.

3. REPRESENTATIONS AND WARRANTIES

3.1 **RS&A Representations and Warranties.** RS&A represents and warrants as follows:

3.1.1 The services will conform to the Equipment manufacturer's specifications and applicable laws and regulations.

3.1.2 RS&A has full power and authority to enter into and to perform its obligations hereunder.

3.1.3 The execution, delivery and performance of this Contract by RS&A have been duly authorized by all necessary action. This Contract and all other documents delivered to Client will be, duly executed and delivered on behalf of RS&A by duly authorized agents of RS&A, and the legal, valid and binding obligations of RS&A enforceable in accordance with their respective terms.

3.1.4 This agreement does not include an extended parts or labor warranty. The Client assumes all machine liabilities at the time of acceptance.

3.2 **Client Representations and Warranties.** Client represents and warrants as follows:

3.2.1 By entering into this Contract, Client shall not be in violation of any contract with another party, including without limitation, any exclusive right by the manufacturer to service the Equipment.

3.2.2 Client has full power and authority to enter into and to perform its obligations hereunder.

3.2.3 The execution, delivery and performance of this Contract by Client have been duly authorized by all necessary action. This Contract and all other documents delivered to RS&A will be, duly executed and delivered on behalf of Client, and the legal, valid and binding obligations of Client enforceable in accordance with their respective terms.

4. MISCELLANEOUS

4.1 **Indemnification by RS&A.** To the fullest extent permitted by law, RS&A will indemnify, defend, and hold harmless Client and its respective officers, directors, employees and agents from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees), arising out of or resulting from, or alleged to arise out of or arise from RS&A performing under this Agreement, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent attributable to the negligence of RS&A (or persons under RS&A's control) in performing its duties hereunder. This indemnity obligation shall not

be in derogation or limitation of any other obligation or liability of RS&A or the rights of Client contained in this Agreement or otherwise. This indemnity shall survive the termination of this Agreement.

4.2 **Indemnification by Client.** To the fullest extent permitted by law, Client will indemnify, defend, and hold harmless RS&A and its respective officers, directors, employees and agents from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits or other liabilities, (including all costs reasonable attorneys' fees), arising out of or resulting from, or alleged to arise out of or relating to this Agreement, whether such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; but only to the extent not attributable to the negligence of RS&A (or persons under RS&A's control) in performing its duties hereunder. This indemnity obligation shall not be in derogation or limitation of any other obligation or liability of RS&A or the rights of Client contained in this Agreement or otherwise. This indemnity shall survive the termination of this Agreement.

4.3 **Limitation of Liability.** Notwithstanding any other provision in this Agreement: (a) RS&A shall have no responsibility or liability for delays however caused; (b) in no event shall RS&A be liable for any indirect, special, incidental, consequential or punitive damages, losses or expenses including, but not limited to, loss of use, loss of profits, or loss of goodwill, even if Client has been advised of the possibility of such loss or damage; and (c) in no event shall the amount of RS&A under this Agreement exceed the total amount of fees (but excluding any expense reimbursements) actually received by RS&A for the services under this Agreement.

4.4 **Disclaimer of Warranties.** THE WARRANTY FOR MATERIALS AND EQUIPMENT IS A MANUFACTURER'S WARRANTY ONLY, AND RS&A PROVIDES NO OTHER WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR TRADE.

4.5 **Computer Software.** Computer software (including, without limitation, source code, object code, application software, server and Client software, operating system software, and software implemented as firmware) provided with the Equipment remains the property of the original equipment manufacturer (the "OEM") or the OEM's licensors. All software licensing and registration fees, including machine licensing and portal imaging licensing must be addressed with the OEM.

4.6 **Third Party Beneficiary.** Nothing in this Agreement is intended or should be construed to give any third person, including a patient of Client, any legal or equitable rights under this Agreement.

4.7 **Entire Agreement.** This Agreement, including any schedules, price lists and exhibits that may be attached hereto, constitutes the entire understanding and agreement between the parties and supersedes any and all prior and contemporaneous oral or written representations, communications, understandings and agreements between the parties with respect to the subject matter contained herein and in the schedules, price lists and exhibits attached hereto. A modification of the terms and conditions hereof by any separate terms and conditions offered by Client must be signed by RS&A in order to become binding on RS&A and enforceable by Client. The parties acknowledge and agree that neither party is entering into this Agreement on the basis of any representation, understanding, agreement or promise not expressly set forth in this Agreement.

4.8 **Confidential Information.** Each Party agrees not to use any Confidential Information of the other party for any purpose except for performing their respective obligations pursuant to this Agreement. Each Party agrees to limit disclosure of any Confidential Information of the other party to those agents, business consultants, representatives or employees of the receiving party who are required to have the information in order to evaluate or engage in discussions concerning the contemplated business relationship. Neither Party shall reverse engineer, disassemble or decompile any software or other tangible objects which are provided as the other party's Confidential Information. "Confidential Information" means any information relating to, available to, or disclosed pursuant to this Agreement, including, but not limited to, information relating to either party's products, services and/or service plans, trade secrets, inventions, data, designs, reports, analyses, costs, prices and names, patients, patient information, customer lists, finances, marketing plans, business plans, strategic plans or business opportunities.

4.9 **Attorney's Fees.** If any legal action is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party or parties shall be entitled to recover their reasonable attorney's fees and other costs incurred in that action or proceeding, in addition to any other relief to which they may be entitled.

4.10 **Counterparts and Facsimile 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.

4.11 **Force Majeure.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder 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.

4.12 **Governing Law.** This Contract shall be governed by and construed in accordance with the laws of the state of North Carolina. Client hereby irrevocably consents to the venue and jurisdiction of the courts in Forsyth County, North Carolina.

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Project Roles and Responsibilities (Typical)

Purpose

Open communication and alignment of everybody's role during an equipment project is integral to its overall success. This is especially important when construction or renovation activities are required within a department/facility. Below is a suggested assignment of key roles to help provide clarity throughout.

	Responsibility Matrix *(as applicable)*	Client	Architect	Contractor	RS&A
1	**Preparation**				
a	Provide as-built documentation.	X	X		
b	Provide complete architectural and engineering construction documents for review.	X	X		
c	Provide review of all construction related documents.			X	
d	Provide review of equipment related items/considerations on construction documents.				X
e	Provide seismic testing documentation for all supportive anchoring (if applicable).	X	X	X	
f	Provide all permits, regulatory, and facility plan approvals prior to beginning construction/install.	X		X	
g	Verify that the pre-installation checklist is completed.	X		X	X
2	**Site Coordination**				
a	Provide equipment and material storage during construction.	X		X	
b	Provide unloading space for forklift, crane (if needed), and truck.	X			
c	Provide access requirements (badges, forms, etc.).	X			
d	Provide ample parking for project team members.	X			
e	Provide supervision (as needed) during installation.	X	X	X	
f	Provide clear rigging route from the drop-off point to the room; includes verifying room is clear, floor/structure can handle load, etc.			X	
3	**Construction**				
a	Provide room shielding and shielded door in alignment with architect/engineer specifications.			X	
b	Provide and connect mechanical/electrical utilities, as required for the linear accelerator operation, to an interface point.			X	
c	Provide mechanical/electrical systems as required for room occupancy, including plumbing, fire protection systems, HVAC, compressed air, lighting and power distribution.			X	
d	Provide monitoring systems including radiation detection, CCTV and intercom/telephone as selected by Client.			X	
e	Prepare base frame pit for installation activities.			X	

	Responsibility Matrix *(as applicable)*	Client	Architect	Contractor	RS&A
f	Provide casework, cabinetry, doors or other millwork.			X	
4	**Installations and Removals**				
a	Disconnect facility utilities as needed (water, air, electricity)	X			
b	Remove existing equipment (as needed).				X
c	Request base frame for shipment.			X	
d	Receive and install base frame.				X
e	Pour and grout base frame.			X	
f	Pull linear accelerator interconnect cables.			X	X
g	Provide and pull network cables (where required).			X	
h	Provide and deliver linear accelerator equipment.				X
i	Install linear accelerator equipment; provide oversight during installation.				X
j	Coordinate acceptance testing protocols with Physics staff.	X			X
k	Maintain treatment room and control equipment area in a dust free and vandal-proof condition during linear accelerator assembly and acceptance testing.			X	
l	Ensure housekeeping standards are being met.			X	X
m	Remove all shipping crates and material when complete.			X	X
5	**Project Coordination**				
a	Schedule and facilitate regular project meetings.			X	
b	Provide ongoing progress updates.			X	
c	Monitor and report on progress; ensure conformance approved construction documents.			X	
d	Provide structural/engineering alterations throughout project (as required).			X	
e	Provide a safe and secure working environment.	X		X	
f	Provide periodic on-site inspections to ensure construction related activities meet specifications.				X
6	**Project Close-Out**				
a	Provide punch-list and resolution (construction-related items).	X	X	X	
b	Provide follow-up on all warranty related items.	X			
c	Complete final cleaning of the facility.	X			

Elekta

Quotation Number: 2018-217334-CB | Quotation Date: May 18, 2018 | Valid Until: August 16, 2018

Prepared For:

Novant Health
ACCOUNTS PAYABLE PO BOX 25686
WINSTON SALEM, North Carolina 27114-5686
US
(t) (336) 718-8599
(f) (336) 718-9257

Currency: USD

Prepared By:

Chris Broyles
North Carolina Sales Client Manager

400 Perimeter Center Terrance, Suite 50
Atlanta, GA 30346
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(c) +1 7046998788
chris.broyles@elekta.com

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

MOSAIQ Connectivity to Refurbished Varian

Total Products List Price:	$127,500.00
Total Products Discount:	$12,240.00
Total Offer Price:	$56,960.00

The price under this Quotation reflects a discount of $12,240.00 USD. For U.S. customers, this purchase is subject to the discount provisions of the federal anti-kickback statute, 42 U.S.C. § 1320a-7b(b), and the discount safe harbor regulations at 42 C.F.R. § 1001.952(h). In accordance with such provisions, Customer shall fully and accurately report all prices paid net of discounts where appropriate, and as appropriate, in the costs claimed or charges made under any Federal or State healthcare program, and provide information upon request to Medicare, Medicaid and other applicable federal and state health care programs on all discounts and price reductions received from Supplier.

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

visionrt

Vision RT Inc.
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Appendix B

Relocation

Description	Total Amount Payable
System Relocation of AlignRT system 249-1685 The system relocation includes: • Deinstallation of AlignRT system • Reinstallation of AlignRT system	$16,000
Contract Customer Discount – 20%	-$3,200
Total Amount Payable	**$12,800**

- Price based on reinstallation of AlignRT in the same room.

ATTACHMENT C –

- **Project Capital Cost Form**

PROPOSED CAPITAL COSTS

Project Name: **Replace Linear Accelerator** October 24, 2018

Proponent: **NH Presbyterian Medical Center**

A.	**Site Costs**					
(1)	Full purchase price of land				$	-
	Acres _____ Price per Acre				$	-
(2)	Closing Costs				$	-
(3)	Site Inspection and Survey				$	-
(4)	Legal fees and subsoil investigation				$	-
(5)	Site Preparation Costs	$	-			
	Soil Borings	$	-			
	Sub-Total Site Preparation Costs				$	-
(6)	Other (specify)				$	-
(7)	**Sub-Total Site Costs**				$	-
B.	**Construction Contract**					
(8)	Cost of Materials					
	General Requirements	$	33,670.00			
	Concrete/Masonry	$	1,132.00			
	Woods/Doors & Windows/Finishes	$	15,734.00			
	Demolition	$	3,000.00			
	Equipment/Specialty Items	$	-			
	Mechanical/Electrical	$	113,855.00			
	Other : Remove/Install Linac Door	$	15,500.00			
	Sub-Total Cost of Materials				$	182,900.00
(9)	Cost of Labor GC Labor				$	44,241.00
(10)	Other - (Specify)				$	-
(11)	**Sub-Total Construction Contract**				$	**227,141.00**
C.	**Miscellaneous Project Costs**					
(12)	Building Purchase				$	-
(13)	Fixed Equipment Purchase/Lease				$	368,500.00
	Other (Equipment Software)				$	143,500.00 (Elekta Connectivity + Align RT Sys)
	Other (Maintenance Agreement)				$	105,000.00
(14)	Movable Equipment Purchase/Lease				$	-
(15)	Furniture				$	-
(16)	Landscaping				$	-
(17)	Consult Fees					
	Architect and Engineering Fees	$	13,250.00			
	Other - (Surveys &DHSR Review Fees)	$	8,407.00			
	Sub-Total Consultant Fees				$	21,657.00
(18)	Financing Costs (e.g. Bond Loan, etc)				$	-
(19)	Interest During Construction				$	-
(20)	Other (Nurse Call Update)				$	5,000.00
	Other (Clinical Applications Training)				$	22,240.00
	Other (Contingency)				$	20,500.00
(21)	**Sub-Total Miscellaneous**				$	686,397.00
(22)	**Total Capital Cost of Project** (Sum A-C above)				$	**913,538.00**

Daniel A. Kinken 10-24-18

Architect - (Certifying construction Cost Only)

DANIEL A KINKEN
REGISTERED ARCHITECT
11465
NORTH CAROLINA
CHARLOTTE, N.C.

ATTACHMENT D –
NC Equipment Comparison Form

NH Presbyterian Medical Center – Linear Accelerator Replacement	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	Linear Accelerator	Linear Accelrator
Manufacturer of Equipment	Varian	Varian
Tesla Rating for MRIs	n/a	n/a
Model Number	Clinac 2100CD	
Serial Number	2013	1196
Provider's Method of Identifying Equipment	Internal Numbering System	Internal Numbering System
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	n/a	n/a
Mobile Tractor Serial Number/VIN #	n/a	n/a
Date of Acquisition of Each Component	June 2000	TBD
Does Provider Hold Title to Equipment of Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	New	Refurbished
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	$1,758,886	$913,538
Total Cost of Equipment	$1,586,720	$368,500
Fair Market Value of Equipment	$0	$368,500
Net Purchase Price of Equipment	---	$368,500
Locations Where Operated	PMC	PMC
Number Days In Use/To be Used in N.C. Per Year	365	365
Percent of Change in Patient Charges (by Procedure)	None	None
Percent of Change in Per Procedure Operating Expenses (by Procedure)	None	None
Type of Procedures Currently Performed on Existing Equipment	Linac Radiation Treatments	----
Type of Procedures New Equipment is Capable of Performing	------	Linac Radiation Treatments