



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

April 29, 2015

Barbara L. Freedy
Novant Health
2085 Frontis Plaza Boulevard
Winston-Salem, NC 27103

Exempt from Review - Replacement Equipment

Facility: Novant Health Forsyth Medical Center
Project Description: Replacement of existing linear accelerator on main hospital campus
County: Forsyth
FID #: 923174

Dear Ms. Freedy:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of April 27, 2015, the above referenced proposal is exempt from certificate of need review in accordance with G.S 131E-184(a)(7). Therefore, you may proceed to acquire, without a certificate of need, the Varian TrueBeam linear accelerator to replace the existing Varian 2100C located in Vault #1. 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,

Celia C. Inman
Project Analyst

Martha J. Frisone,
Assistant Chief, Certificate of Need

cc: Construction Section, DHSR
Assistant Chief, Healthcare Planning
Radiation Protection Section, DHSR



Healthcare Planning and Certificate of Need Section

www.ncdhhs.gov

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

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

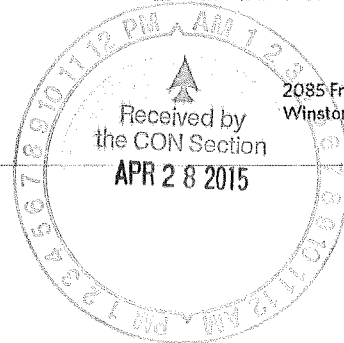
Mailing Address: 2704 Mail Service Center • Raleigh, NC 27699-2704

An Equal Opportunity/ Affirmative Action Employer





2085 Frontis Plaza Boulevard
Winston-Salem, NC 27103



April 27, 2015

Martha Frisone, Assistant Chief
Healthcare Planning and Certificate of Need Section
North Carolina Department of Health and Human Services
Division of Health Service Regulation
809 Ruggles Dr.
Raleigh, NC 27603

RE: Notice of Replacement Equipment Exemption for Novant Heath Forsyth Medical Center
(Forsyth County/Health Service Area II)

Dear Ms. Frisone:

Pursuant to N.C. Gen. Stat. § 131E-184, this letter and attached exhibits provide prior written notice of Novant Health Forsyth Medical Center's ("NHFCM") intention to replace an existing and operational linear accelerator ("Existing Linac") with a new Varian TrueBeam linear accelerator ("Replacement Linac" or "Replacement Linac Project"). The Replacement Linac Project is exempt from Certificate of Need review for the reasons set forth in this letter.

Background

NHFCM is a licensed health service facility located at 3333 Silas Creek Parkway in Winston-Salem. The Existing Linac is a refurbished 1991 Varian Clinac 2100 C linear accelerator. It currently treats patients in Vault #1 at NHFCM. The Replacement Linac is needed due to the age of the Existing Linac. When the Existing Linac is removed from Vault #1, the Replacement Linac will then be installed in Vault #1. The total capital cost of the Replacement Linac Project, including the cost to acquire the Replacement Linac, and all other costs essential to making the Replacement Linac operational, is \$3,909,061. See **Exhibit A**, a certified capital cost form. See also **Exhibits B through E**, which are the documents supporting the capital cost form.

Applicable Statutes and Regulations

The legislature has chosen to exempt certain types of projects from CON review. Those exemptions include the acquisition of replacement equipment. N.C. Gen. Stat. § 131E-176(22a) defines "replacement equipment" as "equipment that costs less than two million dollars (\$2,000,000) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced." The \$2 million threshold does not apply if all of the following conditions are met:

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

- (2) The Department has previously issued a certificate of need for the equipment being replaced. This subdivision does not apply if a certificate of need was not required at the time the equipment being replaced was initially purchased by the licensed health service facility.
 - (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 subsection.
-

N.C. Gen. Stat. § 131E-184(f)(1)-(3).

The term "main campus" is defined in N.C. Gen. Stat. § 131E-176(14n) as follows:

- a. 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 buildings and grounds adjacent to that main building.
- b. Other areas and structures that are not strictly contiguous to the main building, but are within 250 yards of the main building."

A. The Replacement Linac Satisfies N.C. Gen. Stat. § 131E-184(f).

1. Main Campus

3333 Silas Creek Parkway, Winston-Salem is the main campus of NHFMC. NHFMC is a licensed health service facility (license available upon request), and the main hospital building from which NHFMC provides its clinical patient services and exercises financial and administrative control over the entire facility is located at 3333 Silas Creek Parkway. Vault #1 is located in the Novant Health Derrick L. Davis Cancer Center, which is physically attached to the main hospital building. See Campus Map, attached as **Exhibit F**. The definition of "main campus" includes buildings and grounds adjacent to that main building. The Existing Linac is located in Vault #1, and the Replacement Linac will be placed in Vault #1 when the Existing Linac is removed. Therefore, the "main campus" element of the N.C. Gen. Stat. § 131E-184(f) test is satisfied.

2. Certificate of Need

The Existing Linac was acquired on June 3, 2005, before the CON Law specifically regulated the acquisition of linear accelerators. Therefore, no CON was required. This element of the N.C. Gen. Stat. § 131E-184(f) test is satisfied.

3. Prior Written Notice

This letter and supporting exhibits are intended to serve as prior written notice to the CON Section demonstrating that NHFMC meets the exemption criteria. Therefore, this element of the N.C. Gen. Stat. § 131E-184(f) test is satisfied.

B. The Replacement Linac is Replacement Equipment.

The Replacement Linac qualifies as replacement equipment under the applicable statutes and regulations. See N.C. Gen. Stat. § 131E-176(22a); 10A NCAC 14C .0303.

1. N.C. Gen. Stat. § 131E-176(22a)

The sole purpose of the Replacement Linac Project is to replace comparable medical equipment that is currently in use. The Existing Linac is currently in service and will remain so until the Replacement Linac is ready to be installed. The Existing Linac will then be removed from Vault #1 and will be disposed of. The cost for the removal and disposal of the Existing Linac (\$20,000) is included in the capital costs of the Refurbished Linac Project.

2. 10A NCAC 14C .0303

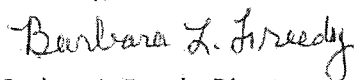
Attached as **Exhibit G** is an Equipment Comparison Form demonstrating that the Replacement Linac is comparable to the Existing Linac. Both machines provide External Beam Radiotherapy. Both machines are functionally similar and are used for the same diagnostic or treatment purposes. While the Varian TrueBeam possesses some expanded capabilities due to technological improvements, the Replacement Linac has the same technology as the Existing Linac. The Replacement Linac can perform all the procedures currently performed on the Existing Linac. The Replacement Linac will not be used to provide a new health service. See 10A NCAC 14C .0303(1) and (2). As reflected in the Equipment Comparison Form, NHFMC represents that the acquisition of the Replacement Linac will not result in any increase in patient charges or operating expenses within the first 12 months of operation. See 10A NCAC 14C .0303(d)(3); see also **Exhibit G** (Equipment Comparison Form).

None of the exclusions in subsection (e) of 10A NCAC 14C .0303 applies here. The Existing Linac was acquired in 2005. The replacement is occurring in 2015, more than three years after the Existing Linac was purchased. The Existing Linac was purchased, not leased. The Replacement Equipment will not result in the provision of a new health service, and the Replacement Equipment is not a dedicated PET scanner. See 10A NCAC 14C .0303(e)(1)-(5); see also **Exhibit G** (Equipment Comparison Form).

Thus, the proposed Replacement Equipment project satisfies all applicable statutory and administrative tests.

Based on the information and documentation provided by NHFMC in this Notice Letter, NHFMC seeks written confirmation that the acquisition of the Replacement Linac is exempt from CON review. If you have any questions, please contact me at blfreedy@novanthealth.org or 336-718-4483.

Sincerely,



Barbara L. Freedy, Director
Certificate of Need
Novant Health, Inc.

File: LinearAccelREER.FMCMVault1Final.04.24.2015.docx

TABLE OF EXHIBITS

Exhibit A: Certified Capital Cost Form

Exhibits B-E: Documents supporting Certified Capital Cost Form

Exhibit F: Campus Maps

Exhibit G: Equipment Comparison Form

PROPOSED CAPITAL COSTS

Project Name: Replacement Equipment for Linear Accelerator NHFMC Vault 1
 Proponent: Novant Health Forsyth Medical Center, Winston-Salem, NC

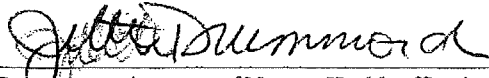
A. <u>Site Costs</u>		
(1)	Full purchase price of land	\$ N/A
	Acres _____ Price per Acre \$ _____	
(2)	Closing costs.....	\$ N/A
(3)	Site Inspection and Survey	\$ N/A
(4)	Legal fees and subsoil investigation	\$ N/A
(5)	Site Preparation Costs: Soil Borings, Clearing-Earthwork, Fine Grade For Slab, Roads-Paving, Concrete Sidewalks, Water and Sewer, Footing Excavation, Footing Backfill, Termite Treatment, Other (Specify).....	\$ N/A
	Sub-Total Site Preparation Costs.....	\$ -0-
(6)	Other (Specify)	\$ N/A
(7)	Sub-Total Site Costs	\$ -0-
B. <u>Construction Contract</u>		
(8)	Cost of Materials	
	General Requirements	
	Concrete/Masonry	
	Woods/Doors & Windows/Finishes	
	Thermal & Moisture Protection	
	Equipment/Specialty Items	
	Mechanical/Electrical	
	Other (Specify)	
	Sub-Total Cost of Materials.....	\$ 179,100
(9)	Cost of Labor	\$ 218,900
(10)	Other (DHSR Construction Section Review Fee)	\$ 1,843
(10a)	Other: Contingency for Additional Lead Shielding.....	\$ 100,000
(11)	Sub-Total Construction Contract.....	\$ 499,843
C. <u>Miscellaneous Project Costs</u>		
(12)	Building Purchase.....	\$ N/A
(13-14)	Fixed & Movable Equipment Purchase/Lease*	\$ 3,330,838
(15)	Furniture	\$ N/A
(16)	Landscaping.....	\$ N/A
(17)	Consultant Fees	
	Architect and Engineering Fees	\$ 35,000
	Legal Fees.....	\$ N/A
	Market Analysis.....	\$ N/A
	Other (Specify) A/E REIMBURSABLE AMOUNT	\$ 3,900
	Other (Removal and disposal of Existing Linear Accelerator)	\$ 20,000
	Sub-Total Consultant Fees.....	\$ 58,900
(18)	Financing Costs (e.g. Bond, Loan, etc.)	\$ N/A
(19)	Interest During Construction	\$ N/A
(20)	Other (Specify) <u>Physics Commissioning & Testing for new Linac</u>	\$ 19,480
(21)	Sub-Total Miscellaneous	\$ 3,409,218
(22)	Total Capital Cost of Project (Sum A-C above)	\$ 3,909,061

*NOTE: includes price of the Linear Accelerator (\$3,200,000); Elekta MOSAIQ Software (\$110,994); and Sun Nuclear-ID Scanning Package & Daily QA3 (\$19,844). See Exhibits for quotes.

I certify that, to the best of my knowledge, the above construction related costs of the proposed project named above are complete and correct.

Nelson C Sojga 4/27/15
 (Signature of Licensed Architect or Engineer)

I assure that, to the best of my knowledge, the above capital costs for the proposed project are complete and correct and that it is my intent to carry out the proposed project as described.



(Proponent - signature of Novant Health officer)

Vice President, Professional Services, Greater W-S Mkt

(Title of officer)

Jette Drummond
9414:08120-171957
RALLIB01:451667.01

File: CapitalCostFormLinacReplaceFMCVault1.FINAL.04.24.2015.docx



Quotation

SXM20140414-002H

Page: 1

Quotation For:

K.D. Lanning RN, MSN, ONC
 Forsyth Regional Cancer Center
 Dept of Radiation Oncology
 3333 Silas Creek Pkwy
 Winston Salem, NC 27103
 (336) 718 - 8599 FAX: (336) 277 - 7589

Please address inquiries and replies to:

Susan Thomas
 Varian Medical Systems
 2250 Newmarket Parkway
 Suite 120
 Marietta, GA 30067
 (770) 955 - 1367 FAX: (678) 255 - 3850
 susan.thomas@varian.com

<i>Your Reference:</i>	<i>Quotation Firm Until:</i> September 15, 2015
<i>FOB Point:</i> US2 FOB: Destination	<i>Shipping Allocation:</i> 180 DAYS ARO
<i>Payment Terms:</i> See Terms and Conditions	Varian Terms and Conditions of Sale 1652U Attached

Novant Health System
Forsyth Regional Cancer Center
TrueBeam System with Intracranial SRS
Two Additional Months of Warranty
Vitesse- real time HDR prostate in O.R. planning.
HDR Prostate Template-17g,17g Titanium Needles,SGT&Obturator
Two(2) Prostate Phantom- for on-site training

<p>Forsyth Regional Cancer Center</p> <p>Quotation Total of: USD \$3,200,000 Accepted by:</p> <p>Signature: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>For this purchase, we designate <u>NOVATION</u> as our Institution's Primary Group Purchasing Organization affiliation. Any change will be Indicated below:</p> <p> <input type="checkbox"/> AmeriNet <input type="checkbox"/> Aptium <input type="checkbox"/> BJC <input type="checkbox"/> Broadlane <input type="checkbox"/> CHW <input type="checkbox"/> KP Select <input type="checkbox"/> Magnet <input type="checkbox"/> Matrix <input type="checkbox"/> MedAssets <input type="checkbox"/> Novation <input type="checkbox"/> Premier <input type="checkbox"/> ROI <input type="checkbox"/> USO <input type="checkbox"/> VA Gov <input type="checkbox"/> None </p>	<p>Varian Medical Systems</p> <p>Submitted by:</p> <p>_____</p> <p align="center">(Signature)</p> <p>Name: Susan Thomas</p> <p>Title: District Manager</p> <p>Date: April 17, 2015</p>
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Item	Qty	Product Description	Offer Price
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Section 1 TrueBeam System with Intracranial SRS

1.01	1	TrueBeam Package	3,200,000.00
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TrueBeam System optimized for high-precision and high-throughput IMRT with Advanced IGRT and Motion Management.

The TrueBeam Premium Configuration delivers the latest generation of system capabilities, including the fully integrated PerfectPitch™ couch to achieve sub-millimeter target localization and both 6X and 10X High Intensity Mode energies that enable dose delivery at the highest rates in the industry.

TrueBeam System 2.0 with the following features included:

- Small Vault Configuration offers all the benefits and advanced application of TrueBeam in a compact footprint
- Patient monitoring and safety with Motion View, LaserGuard II and Capacitive Collision Detection System on KV Imaging
- PerfectPitch™ 6-Degree of Freedom Couch
 - Sub-millimeter accuracy in translations and rotations
 - Patient load capacity: 200 kg (440 lbs.)
- Treatment Techniques including IMRT, SRS/SBRT High Total Dose, Total

Body

- treatment delivery
- KV Imaging with 2D planar kV and 3D CBCT Imaging
- 43x43 MV Imaging including Advanced MV Radiographic Imaging, Port Film Graticule and Portal Dose Image Acquisition with High Intensity Mode support
- Low-X Imaging at 2.5MV for reduced metal artifacts and improved soft tissue contrast
- 6X and 10X High Intensity Mode for dose rate delivery at 1400MU/minute and 2400MU/minute respectively
- Electron Applicator Set (if electron energies selected for system):
 - 6cm x6cm, 6cmx10cm, 10cmx10cm, 15cmx15cm, 20cmx20cm, 25cmx25cm
 - Includes electron arc applicator and final defining aperture mold frame set
- Customer selectable up to 5 Photon Energies
- Customer selectable up to 8 Electron Energies
- 6MeV and 9MeV High Dose Total Skin Electron Mode treatment technique
- Motion Management Interface

Includes installation and one (1) year warranty

Pre-Requisites:

New System Sales

ARIA Version 11 and higher, or Compatible 3rd party Oncology Information System

1.02	1	New Universal Baseframe 52" Fixed Floor	Included
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1.03	1	Advanced IGRT & Motion Package	Included
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The Advanced IGRT & Motion Package from Varian Medical Systems provides a comprehensive set of tools that can allow users to customize imaging and treatment protocols based on the unique needs of every patient. Using features included in the package, the user can have industry leading flexibility to image and deliver treatment based on target location, target motion or delivered dose

Item	Qty	Product Description	Offer Price
		considerations.	
		Feature(s)	
		- Imaging based on triggers determined by Delivered dose (MU) Elapsed time Angular motion of the gantry	
		- Instant imaging & 2D/3D Matching	
		- Advanced Reconstructor including 4D CBCT (offline feature) Extended length CBCT (offline feature)	
		- Planning structures on pre-treatment fluoroscopic trace	
		- On-line Image Approval	
		- Auto Beam-hold (Auto beam-hold validated to work with Gold Seed (cylindrical markers) for prostate and liver.)	
		Pre-Requisites (not included in this quote)	
		- TrueBeam System 2.0	
		- ARIA Version 11 or supported versions of MOSAIQ	
1.04	1	Respiratory Motion Mgmt Pkg Stereoscopic optical imaging system for monitoring patient respiratory motion and 3D patient position Performance per RAD 10094 Includes: - TrueBeam Optical Imager - Respiratory Gating License - Dynamic kV and MV Imaging Pre-Requisite: - kV Imaging	Included
1.05	1	RPC Lung Phantom Voucher Option For customers who purchase an Advanced IGRT and Motion Package, an MDADL service voucher will be provided to allow that customers to practice their end-to-end lung SBRT workflow and verify that they are able to deliver treatment according to their SBRT treatment plan onto a Lung phantom.	Included
1.06	1	INCL ED: CL222 Respiratory Gating - Includes Tuition and materials for ONE person. - Attendees will be responsible for their own, airfare, hotel, rental car, meals and other travel incidentals. - Training is non-refundable and non-transferable. - Offer is valid for 18 months after installation of product. The RPM course provides training for physicists, or therapists, to obtain knowledge of the principles and practice of respiratory gating in radiation oncology for clinical implementation.	Included



Quotation

SXM20140414-002H

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Forsyth Regional Cancer Center, Winston Salem, NC

Item	Qty	Product Description	Offer Price
		Duration: 1 1/2 days	
1.07	1	Varian Volumetric Mod Arc Therapy Del Capability to simultaneously modulate aperture shape, dose rate, and gantry speed continuously through 360 degrees of gantry rotation, during an arc beam delivery. FEATURES: - Simultaneous modulation of MLC aperture shape, beam dose rate, and gantry rotation speed during arc beam delivery - Supports dynamic jaw tracking and collimator rotation with supporting treatment planning system - Provides IMRT-quality dose distributions in a single arc delivery in less than 2 minutes	Included
1.08	1	6X High Intensity Mode 40cm x 40cm maximum field size, dose rate range 400-1400 MU/Min Note: Portal Dosimetry (purchasable option) for High Intensity Mode requires 43 x 43 MV Imager on TrueBeam s/n > 2000 ARIA v 13 or higher	Included
1.09	1	10X High Intensity Mode 40cm x 40cm maximum field size, dose rate range 400-2400 MU/Min Note: Portal Dosimetry (purchasable option) for High Intensity Mode requires 43 x 43 MV Imager on TrueBeam s/n > 2000 ARIA v 13 or higher	Included
1.10	1	Low-X Imaging 2.5Mv	Included
1.11	1	6/6 MV (BJR 11/17) 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min	Included
1.12	1	8/8 MV (BJR 11/17) 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min	Included
1.13	1	10/10 MV (BJR 11/17) 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min	Included
1.14	1	15/16 MV (BJR 11/17) 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min	Included
1.15	1	18/23 MV (BJR 11/17) 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min	Included

Item	Qty	Product Description	Offer Price
1.16	1	6 MeV, 0-1000 MU/min 25 cm x 25 cm maximum field size, dose range range 0-1000 MU/Min	Included
1.17	1	9 MeV, 0-1000 MU/min 25 cm x 25 cm maximum field size, dose range range 0-1000 MU/Min	Included
1.18	1	12 MeV, 0-1000 MU/min 25 cm x 25 cm maximum field size, dose range range 0-1000 MU/Min	Included
1.19	1	15 MeV, 0-1000 MU/min 25 cm x 25 cm maximum field size, dose range range 0-1000 MU/Min	Included
1.20	1	16 MeV, 0-1000 MU/min 25 cm x 25 cm maximum field size, dose range range 0-1000 MU/Min	Included
1.21	1	18 MeV, 0-1000 MU/min 25 cm x 25 cm maximum field size, dose range range 0-1000 MU/Min	Included
1.22	1	20 MeV, 0-1000 MU/min 25 cm x 25 cm maximum field size, dose range range 0-1000 MU/Min	Included
1.23	1	22 MeV, 0-1000 MU/min 25 cm x 25 cm maximum field size, dose range range 0-1000 MU/Min	Included
1.24	1	6 MeV HDTSE, 0-2500 MU/min	Included
1.25	1	9 MeV HDTSE, 0-2500 MU/min	Included
1.26	1	NLS: English	Included
1.27	1	STD TRNG: TrueBeam On-Site Support - Includes support for TrueBeam/Edge - Support is non-refundable and non-transferable - Offer is valid for 18 months after purchase On site follow-up review of the TrueBeam/Edge components to include imaging and motion management for support of patient treatment. The emphasis of this support is to ensure that the therapists that attended the TrueBeam Operations (on-site) training are able to operate the TrueBeam in a safe and effective manner in the clinical environment. PREREQUISITES: TrueBeam/Edge Operations (on-site) training	Included
1.28	1	INCL ED: TB201 TrueBeam for Physicists The following Education Course is included with the purchase of a TrueBeam/Edge. - Includes Tuition and Materials for ONE person - Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals) - Training is non-refundable and non-transferable	Included

Item	Qty	Product Description	Offer Price
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- Offer is valid for 18 months after installation of product

TrueBeam Physics and Administration

TrueBeam Physics and Administration course is designed for those personnel responsible for the acceptance, commissioning and QA program development of the TrueBeam in the clinical environment. It is directed primarily towards Medical Physicists. It is recommended that the student attend the TrueBeam Physics and Administration course shortly before the installation of the TrueBeam.

The course provides instruction of the basic delivery components, basic imaging components and a general overview of the motion management system components. Machine commissioning, calibration, QA and the responsibilities of Customer Acceptance Procedure (CAP) of the machine are included. The course subject matter is presented from a clinical use perspective. The primary emphasis is on the overall commissioning, calibration, and QA of the TrueBeam and its components. Extensive hands-on laboratory exercises are included.

PREREQUISITES: None
 Length:4 days

1.29	2	INCL ED: TB101 TrueBeam Operations	Included
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The following Education Course is included with the purchase of a TrueBeam/Edge:

- Includes Tuition and Materials for ONE person
- Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals)
- Training is non-refundable and non-transferable
- Offer is valid for 18 months after installation of product

TrueBeam Operations is a course designed for those personnel responsible for the routine operation and clinical use of the TrueBeam. It is directed primarily towards Radiation Therapists. It is recommended that both students attend the TrueBeam Operations course shortly before clinical use and the commencement of patient treatments.

The course provides instruction of the basic delivery components, basic imaging components and a general overview of the motion management system components. The course subject matter is presented from a clinical use perspective. The primary emphasis is on the overall understanding of the TrueBeam function and operation to include imaging and respiratory gating. Extensive hands-on laboratory exercises are included. The attendees of this class will be provided tools to allow them to instruct other clinical staff upon their return.

PREREQUISITES: None
 Length:4 days

Item	Qty	Product Description	Offer Price
1.30	1	<p>120 Multileaf Collimator</p> <ul style="list-style-type: none"> - Performance per RAD 10094 - High resolution leaf width of 5 mm (projected at isocenter) for central 20 cm - Leaf width of 10 mm (projected at isocenter) for outer 20 cm 	Included
1.31	1	<p>Upper Wedge Set</p> <p>4-Way Wedge Set, including 15°, 30°, 45°, 60° wedges</p>	Included
1.32	1	<p>INCL ED:Varian Optical Surface Monitor</p> <p>Varian Surface Monitoring Systems Training will be provided on this product. Recommended Participants: Radiation Therapist Pre-requisites: None Location: Course will be delivered in Ellicot City, MD or Las Vegas, NV. Location will be determined by Varian Clinical Operations Manager. Includes Tuition and Materials for TWO people. Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals)</p> <p>Training is non-refundable and non-transferable Offer is valid for 18 months after installation of product</p>	Included
1.33	1	<p>STD TRNG:Varian Optical Surface Monitor</p> <p>Training is included with the purchase of Varian Surface Monitoring Systems.</p> <p>Training plan details will be provided by the training management team as part of your product implementation process.</p> <ul style="list-style-type: none"> - Offer is valid for 18 months after installation of product. - Training is not transferable with other products and services 	Included
1.34	1	<p>LAP Apollo Green Room Laser Kit</p> <p>LAP Apollo Green Room Laser Kit</p> <p>FEATURES:</p> <ul style="list-style-type: none"> - 1 Apollo Green Remote Controlled Ceiling Crosshair Laser - 2 Apollo Green Remote Controlled Lateral Crosshair Lasers - 1 Apollo Green Remote Controlled Sagittal Line Laser 	Included
1.35	1	<p>Power Cond., 3phase 50KVA, TrueBeam</p> <p>Transtector 50KVA, 3-phase power conditioning unit, providing transient protection, line power regulation, and Input and Output circuit breakers for over-current protection. UL and IEC/CE certified.</p> <p>Available in all voltage configurations from 208 to 600 VAC and in 50 or 60 Hz for US and ROW applications.</p>	Included
1.36	1	<p>Main Circuit Breaker Panel</p> <p>General Electric Co. main circuit breaker panel, interfacing to a single power input feed from the facility Mains. Circuit breakers provide independent over-current protection for equipment at the console and in the treatment room. UL and IEC/CE certified.</p>	Included

Item	Qty	Product Description	Offer Price
1.37	1	<p>Integrated IGRT Couch Top Carbon fiber treatment couch top, free of metal or other radiation-opaque materials, thereby reducing imaging artifacts</p> <p>FEATURES: - Clinically usable section of 120.0 cm - Supports patients up to 500 lbs (227 kg) - Indexed Immobilization® for compatible accessories - Head extension with interface for alternative patient immobilization and positioning device</p>	Included
1.38	1	<p>Varian Intracranial SRS Pkg for TrueBeam™ The Varian Intracranial SRS package offers intracranial real time tracking benefits on the TrueBeam™ platform.</p> <p>The package includes: - Optical Surface Monitoring System Full Field of View for real-time tracking of external patient surface a) System refresh rate optimized for tracking intracranial targets b) Seamless integration with beam gating for out of threshold patient or target motion c) SRS Phantom for QA - Integrated Conical collimator Verification and Interlock system for electronic and automatic collimator verification with plan requirements a) Includes 7 conical collimators of the following sizes: 4, 5, 7.5, 10, 12.5, 15 and 17.5 (all sizes in millimeters)</p> <p>Pre-Requisites: 1. TrueBeam System version 2.0 or higher 2. Motion Management Interface for TrueBeam 3. ARIA® Version 11.0 and above or MOSAIQ version 1.6 and above 4. Eclipse™ Cone Planning</p>	Included
1.39	1	<p>INCL ED:EC222 Eclipse™ Cone Planning The Eclipse™ Cone Planning course is included with the purchase of Eclipse Cone Planning.</p> <p>- Includes Tuition and Materials for ONE person - Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals) - Training is non-refundable and non-transferable - Offer is valid for 18 months after installation of product</p> <p>The Eclipse Cone Planning training program covers stereotactic radiosurgery and/or stereotactic radiotherapy for treatment of intracranial tumors and/or lesions, SRS components and workflow, QA and Eclipse Cone Dose Calculation algorithm and Beam data requirements. Designed For Medical Physicist, Radiation Oncologist and Dosimetrist Location: Las Vegas, NV</p>	Included

Item	Qty	Product Description	Offer Price
1.40	1	Eclipse Cone Planning in SRS Pkg Eclipse™ Cone Planning for planning cone-based treatments.	Included

Pre-Requisites (not included in this quote):

1. One of the following:
 - a) Varian Intracranial SRS Package or
 - b) EDGE™ Full Body Radiosurgery System or
 - c) EDGE™ Intracranial Radiosurgery System
2. An Eclipse Planner Desktop Software Package or higher software package must be on order or on-site. Each software package must be sold with an Eclipse Calculation workstation.
3. In a Citrix environment, an Eclipse Calculation Workstation or a Framework Agent Server must be on order and must be purchased from Varian Medical Systems.
4. Eclipse v.11 or higher must be on order or at site

1.41	1	SRS IMB for IGRT Couch Top The SRS Immobilization package from Qfix™ is specifically tailored for use with the IGRT couch top.	Included
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The components of this package are as follows:

- Portrait™ Head and Neck Overlay Device (quantity: 2)
- Direct Indexing™ Adapter for Varian IGRT couch top, clamp design
- Silverman Head support (quantity: 5)
- Moldcare™ Head Cushion (quantity: 10)
- Fibreplast™ Open Face Mask (quantity: 10)
- Locating bar (quantity: 1)
- Water Bottle for use with Moldcare Head Cushion (quantity: 1)

Training will be provided by Qfix.

Pre-Requisites (not included in this quote):

- 1) One of the following:
 - Varian Optical Surface Monitoring System
 - Varian Intracranial SRS Package for TrueBeam™
 - Varian Intracranial SRS Package for Clinac®
- 2) IGRT couch top

Section Total \$ 3,200,000.00

Section 2

2.01	212	Advantage Contract Credits - 1st Year 212 Advantage Credits to apply toward the following Educational Courses: ED: CL222 Respiratory Gating - Includes Tuition and Materials for two people to attend the Respiratory Gating course goal, which provide participants with sufficient knowledge of the principles and practice of respiratory gating in radiation oncology	Included
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Item	Qty	Product Description	Offer Price
		<p>for clinical implementation. The Respiratory Gating course will cover the following topics: rationale for respiratory gating, clinical application of respiratory gating, general overview of respiratory-gated CT simulation; respiration-synchronized conventional simulation, and respiratory-gated treatment delivery for both Conformal Radiotherapy and IMRT/VMAT. The course also covers the acceptance test procedures for Respiratory Gating and routine QC/QA procedures for respiratory-gated treatment. PLEASE NOTE: This course is suitable for both Clinac and TrueBeam users. Designed for Radiation Therapists and Medical Physicists. Duration and Location is 1.5 days at the Varian Education Center in Las Vegas, Nevada, USA. Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals), unless otherwise stated.</p>	
		<p>ED: TB201 TrueBeam for Physicists - Includes Tuition and Materials for three people to attend the TrueBeam for Physicists course providing training for Medical Physicists responsible for TrueBeam in a clinical environment. This course describes TrueBeam's component hardware, software and control systems. Applicable settings in OSP, administration and user rights are discussed. Treatment and imaging applications are described with use cases in MV imaging, kV paired images, Marker Match, CBCT and Respiratory Gating. Delivery of Conformal, Automated, IMRT, RapidArc, Gated, and Electron fields is reviewed. Pre-treatment QA and delivery is demonstrated. QA tests delivered with the machine as well as RapidArc commissioning tests are discussed and demonstrated. The Service application is demonstrated with an overview of interlocks and faults. Absolute Dose and imaging calibrations are covered. PLEASE NOTE: For more in-depth calibration and maintenance training, see TrueBeam Technical Maintenance I & II. Designed for Medical Physicists with Master's degree in Medical Physics, or equivalent. Duration and Location is 4.0 days at the Varian Education Center in Las Vegas, Nevada, USA. Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals), unless otherwise stated.</p>	
		<p>ED: TB101 TrueBeam Operations - Includes Tuition and Materials for two people to attend the TrueBeam Operations course provides training for Radiation Therapists responsible for operation of the TrueBeam machine in the clinical environment. In this course provides an overview of the TrueBeam system, providing hands-on training to include; basic morning QA, emergency start-up/shut-down, overview and use of system/machine components. Numerous treatment scenarios are also incorporated: basic treatment, automated treatment, kV and MV imaging, marker match, Cone-Beam CT, gating, and emergency treatment. Those attending this course are expected to return to their clinic and train other therapists on the use of TrueBeam. PLEASE NOTE: For those with limited experience of either Image Guided Radiotherapy or limited experience of Varian machines please see the course TB100 - TrueBeam Operations with Imaging Foundation. Designed for Radiation Therapists who will treat patients on a daily basis and will be able to teach TrueBeam others users in the department Pre-Requisites: Clinical training in Radiation Therapy. Clinical experience if treating patients on Varian machines. Clinical experience of IGRT, OBI and Cone-Beam CT. Duration and Location is 4.0 days at the Varian Education Center in Las Vegas, Nevada, USA. Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals), unless otherwise stated.</p>	

Item	Qty	Product Description	Offer Price
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ED: Varian Optical Surface Monitoring - Includes Tuition and Materials for ONE Person. Who Should Attend? Answer: Radiation Therapist. Duration and Location is 2.0 Days at the Varian Training Center in Las Vegas, NV. Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals), unless otherwise stated.

ED: TBM101 TrueBeam TM1 -Includes Tuition and Materials for ONE Person to attend the TrueBeam Technical Maintenance 1 course is the intent to acquaint and familiarize the student with the general accelerator function, operation and routine support. The course will give a basic technical understanding of machine concepts and day-to-day maintenance while providing a working terminology for communication with service personnel. Designed for Biomedical Engineers who have had training or experience in advanced electronic technology. Duration and Location is 10.0 days at the Varian Education Center in Las Vegas, Nevada, USA. Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals), unless otherwise stated.

ED: TBM102 TrueBeam TM2 - Includes Tuition and Materials for ONE Person to attend the TrueBeam Technical Maintenance 2 course covers theory of operation, detailed system theory of modulator, RF system, gun system, embedded computer control system, dosimetry systems, vacuum system and imaging systems, electro mechanic assemblies, networking and system concept trouble shooting & servicing. The labs cover beam tuning, couch bearing replacement, imaging calibration and initializations, using MLC diagnostic tools and PMI. Designed for Biomedical Engineers Pre-Requisites: Completion of TrueBeam Technical Maintenance 1. Duration and Location is 10.0 days at the Varian Education Center in Las Vegas, Nevada, USA. Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals), unless otherwise stated.

Stay on the cutting edge to provide the best possible care for your patients and have a predictable multi-year plan with the Varian Professional Services Advantage Program. This enhanced program includes all the value you experience from your Varian product and service contracts and provides an easy way to access sole source professional consulting expertise through an industry expert - your Varian Advantage Advocate, dedicated to help you plan and address your technology, business, clinical and operational needs throughout the lifecycle of your Varian products. Your Varian Advantage PSS Program offers a customized portfolio of professional consulting services, programs, and end to end solutions to help safely and efficiently adopt and maximize the utilization of technology. As well the Advocate will work with you to address the unique physics, business, and clinical needs in oncology. With the Advantage Program - you also have the flexibility to interchange offerings throughout the year as your needs change, allowing you the ability to address and ongoing requirements while maximizing your investments in staff, technology, and operations. Service Category types:

Adoption of New technology through our outsourced services from leading Best Practice Physics providers. The providers can help with setting up new technology and clinical programs e.g. SRS, IMRT, RA etc. or perform End to End testing, validate commissioning of Treatment planning systems etc.

Item	Qty	Product Description	Offer Price
		<p>Utilization of technology - After focusing on the adoption of the new technology Advantage Credits can be used to assist your team in utilizing the extensive features that are available within the product portfolio. A combination of on-site and off-site training can be used to accomplish the defined goals. Create a customized training plan to develop in-house advanced users that will also serve as a resource to your team. Allow new staff to receive formal training from the Varian experts. Facilitate refresher training of formerly trained staff to ensure ongoing utilization of product features. Enable on-site training for product upgrades irrespective of the defined training strategy</p> <p>Optimization of Process & Clinical workflow - Consulting Services are used in a variety of instances to optimize workflow for new or existing facilities. Services can be provided for process definition, paperless process flow (including the ARRA/HITECH initiative), new product implementation, throughput modelling and simulation or to streamline existing workflow with enhanced Varian product utilization. On-site consultants with process and product knowledge can help manage change and implement Best Practices for improved workflow</p> <p>A Varian advocate will work with your sites to address the requirements in Physics, training, clinical process flow etc. These credits accrue and expire at the end of each contract year, and unused credits do not roll over. It is recommended to schedule classes eight (8) to twelve (12) weeks in advance.</p> <p>Customer is paying to hire a third party, Global Physics Solutions, Inc. (doing business as Landauer Medical Physics) ("GPS" or "LMP"), through Varian, to perform the physics services set forth in any applicable Statement of Work. Varian shall act primarily as a pay agent, to collect fees either in cash or with any form of Varian prepaid credits for such physics services and to pay fees for such services to the party performing the physics services. Varian has reviewed the current licensing of GPS and the qualifications, experience, and training of GPS current employees who will provide the services, but Customer has the final decision of whether to proceed with GPS or select its own provider of physics services outside of this quotation. Customer shall work directly with GPS to develop any required modifications to its standard Statement of Work. All physics services shall be performed by GPS under the permits, licenses, authority, supervision, and control of Customer and its staff, including licensed physicists, physicians, and other qualified healthcare professionals, and Customer and its staff shall have the requisite permits (including applicable certificates of need), licenses, and authority to oversee and have such physics services performed on Customer's behalf.</p> <p>Customer has the right to reasonably terminate GPS or to have any of its employees, contractors, or agents removed from the project, although such termination shall be subject to any cancellation fees and other terms applicable to such services. Where Customer terminates any order with GPS, Customer agrees to pay any non-cancellable fees and costs incurred by Varian or GPS. Customer, GPS, and, if applicable, its subcontractors, shall have full responsibility for all physics services, and Varian shall have no responsibility whatsoever for such services. GPS shall not be construed to be a subcontractor, employee, or agent of Varian. Varian will pass along any requests for warranty work that it receives from Customer to GPS. Except as otherwise provided in this section of the Quotation, the Terms and Conditions of Sale (Form RAD 1652, current version issued with this Quotation) shall apply to this section just as it applies to all other parts of this</p>	

Item	Qty	Product Description	Offer Price
		Quotation.	
Section Total \$			0.00

Section 3 Two Additional Months of Warranty

3.01	1	Allowance	Included
Section Total \$			0.00

Section 4 Vitesse- real time HDR prostate in O.R. planning.

4.01	1	Vitesse™ Laptop Workstation	Included
<p>Vitesse is a treatment planning software application intended for use by medical professionals to plan, guide, optimize and document real-time ultrasound-guided High Dose Rate (HDR) brachytherapy procedures for patients with cancer. This can be used to transfer the plan directly to Varian's iX range of HDR Afterloaders via DICOM RT.</p>			

Laptop Computer Hardware Configuration:
Computer Hardware Configuration will be as outlined below, or better:

- Intel Core i5-3320M, 2.60GHz
- RAM 8GB DDR3
- Hard Drive 500GB
- 8X Max DVD+/-RW Combo
- Video card 512MG
- USB Optical Mouse
- High speed video capture card for 54mm express slot

Installation and Training

The Vitesse HDR Acquisition Workstation system is shipped with software installed and tested. User Installation, with Help Desk support, is easily accomplished.

A training credit for 2 days of onsite training is included in the purchase of a Vitesse. Training course must be used within 1 year of receipt of the system or credit expires. Credit may not be extended or used for other Varian products.

Note: The onsite component of the training course offered with a system includes only one site visit. If it is not possible to provide actual first patient treatment support at the time of this visit then a full patient simulation will be carried out. Additional site visits for first patient treatment support may be offered at an additional cost.

12 month Support

Item	Qty	Product Description	Offer Price
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Includes one year of access to upgrades and new releases to software functionality

that you are licensed for (i.e. excluding newly introduced optional software packages).

4.02	1	Twister Longitudinal Volume Acquisition NOTE: This software module requires both the tracked stepper and a High Speed Video Capture card or BK Profocus probe for operation. It also requires that the Implant View be purchased & installed. If adding functionality to an existing VariSeed or Vitesse system, the system must be covered by a valid support contract.	Included
4.03	1	Image Fusion / Co-Registration Module If adding functionality to an existing VariSeed or Vitesse system, the system must be covered by a valid support contract.	Included

Section Total \$ 0.00

Section 5 HDR Prostate Template-17g,17g Titanium Needles,SGT&Obturator

5.01	1	CIVCO / BK compatible, large	Included
5.02	24	17G Titanium Needle, 250mm, trocar	Included
5.03	24	Source Guide Tube 250mm Needle, GMplus	Included
5.04	24	Obturator, 250 mm for 17/18G Needle	Included
5.05	2	Channel marker clips coded 1-12	Included
5.06	2	Channel marker clips coded 13-24	Included
5.07	2	Protection Cap 17G, clear (pack of 20)	Included
5.08	2	Steri. plugs, 17 & 18G needles (25pcs.)	Included

Section Total \$ 0.00

Section 6 Two(2) Prostate Phantom- for on-site training

Item	Qty	Product Description	Offer Price
6.01	2	Prostate Phantom A phantom that can be used to practice implant techniques includes access for ultrasound probe and needles. Especially recommended for purchasers of Implant View or Twister software modules NOTE: the phantom has limited lifetime after needle puncture, and needle tracks persist on ultrasound after removal of the needles - consider several phantoms if multiple physicians wish to train, or for re-training.	Included
Section Total \$			0.00
Quotation Total \$			3,200,000.00

There may be radiological regulatory requirements applicable to possessing and/or operating radiation generating machines. Varian takes no responsibility regarding local radiation safety requirements. These requirements are the customer's responsibility.

End of Support: Varian may terminate the Agreement at the end of support of the Product that is the object of the Support Services by giving **twenty-four (24) months** written notice to the Customer. However, Varian may shorten this notice period in its sole discretion if termination is required due to key component obsolescence issues or material product quality concerns.

Terms & Conditions of Sale

This offer is subject to credit approval and is exclusive of any applicable sales taxes or duties.

OSMS is the Varian branded AlignRT product that is included in the integrated, turnkey SRS solution."

FINANCING AVAILABLE: For lease and finance plans, call Tony Susen, Director - Varian Customer Finance, at (508) 668-4609.



3275 Suntree Blvd.
Melbourne, FL 32940
Phone: +1 321-259-6862
Fax: +1 321-757-0066

Quotation

Questions? Contact: Laura Armul x2230 Lauraamul@sunnuclear.com

BILL TO
Novant Health Forsyth Medical Center
Justin Keener
3333 Silas Creek Parkway
Attn: Chief Physicist (box 103)
Winston-Salem, NC 27103

SHIP TO
Novant Health Forsyth Medical Center
Justin Keener
3333 Silas Creek Parkway
Winston-Salem, NC 27103

Date	04/17/15
Quote #	00301465
Date Exp.	09/30/15
Terms	Net 30
Ship Via	UPS Ground
	Service
FOB	Shipping Point

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

Item	Part #	Description	Qty	Unit Price	Extended Price
2	1233000-P	1D SCANNER™ Scanning Package (US Only) Complete 1D SCANNER™ package including 1D SCANNER™ (1233000-0), dual channel reference class PC Electrometer™ (1014000-0), 1st Channel ADCL calibration, and 1D Scanning Software (1230-1DS) . Package includes 1 year of hardware and software maintenance. See product datasheet for minimum PC requirements. Package discount (\$545.00) is included in order discount below.	1	\$ 12,345.00	\$ 12,345.00
6	1093000-OZ	Daily QA™3 13 total ion chambers for daily output, flatness and symmetry, electron & photon energy trending (no buildup or additional attenuation required). 12 total diode detectors for Light : Radiation field coincidence. Real-time air density correction with results displayed on PC Windows software. Includes advanced comprehensive database manager for graphical data presentation and daily therapist guide. 25 meter power-data cable, USB power-data interface, USB cable. 1 year warranty included.	1	\$ 8,250.00	\$ 8,250.00
Discount					(\$751.25)
Total Investment:					\$ 19,843.75

Optional Items: *NOTE: Novant Health FMC is not purchasing options below.*

Item	Part #	Description	Qty	Unit Price	Extended Price
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Quotation

Questions? Contact: Laura Armul x2230 Lauraamul@sunnuclear.com

1	1233000-OZ	1D SCANNER™ 1D SCANNER™ positions detectors for calibration measurements with depths up to 300 mm (with 0.1-mm accuracy). Features include automatic positioning of the physical center of the detector to water surface and support for all common electron cones. Optional scanning software module is also available to enable full PDD functionality (1230-1DS). Control is through a local control display or through a single cable connection to a PC using included software. Includes universal detector holder and vertical holder. Optional leveling platform is available (1080000-0).	1	\$ 4,950.00	\$ 4,950.00
3	1014000-OZ	PC Electrometer™ Reference Class Dual-Channel Electrometer (BNC) Compact and portable with a weight of only 0.4kg. The electrometer is accessed with customizable PC software (included). Power and data is provided via USB cable connection to the computer - no internal battery or external power supply is necessary. (2) BNC Triax inputs, plus external temperature probe input. 1 year hardware warranty included. Optional calibration is available.	1	\$ 5,250.00	\$ 5,250.00
4	710305	ADCL Calibration for Electrometer (1st Channel) ADCL Calibration: Single electrometer channel	1	\$ 195.00	\$ 195.00
5	1230-1DS	1D SCANNER™ Scanning Software Module Scanning software module for 1D SCANNER. Enables full PDD functionality with ability to set queues of scans, real-time screen graphing, and full analysis/processing of PDD curves(s), including electron percent ionization to dose conversion. PDD scans from 1D SCANNER can be directly compared to scans acquired with the Sun Nuclear 3D SCANNER. Requires 1233000-0.	1	\$ 1,950.00	\$ 1,950.00



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Quotation

Questions? Contact: Laura Armul x2230 Lauraamul@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.
3. 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.
6. 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



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Melbourne, FL 32940
Phone: +1 321-259-6862
Fax: +1 321-757-0066

Quotation

Questions? Contact: Laura Armul x2230 Lauraarmul@sunnuclear.com

Customer's Acceptance (ONLY to be completed in lieu of a hard copy purchase order)	
By:	_____
Printed Name:	_____
Title:	_____
Date:	_____
PO#:	_____
After completion, please scan and email to Orders@sunnuclear.com or fax to +1 321-757-0066.	

EXHIBIT
B-2



Quotation Number: 2015-92157-C8

Quotation Date: April 20, 2015

Valid Until: September 1, 2015

Prepared For:

Novant Health
ACCOUNTS PAYABLE PO BOX 25686
WINSTON SALEM, North Carolina 27114-5686
US
(t) +1 336-718-8599
(f) +1 336-718-9257

Currency: USD

Prepared By:

Chris Broyles
North Carolina Sales Client Manager

400 Perimeter Center Terrace, Suite 50
Atlanta, GA 30346
(t) 704.322.3493
(c) +1 704.699.8788
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 Trubeam Connectivity

Total Offer Price:

\$110,993.92

The price under this Quotation reflects a discount of \$11,950.00 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

All terms, conditions, pricing, product, and service information must remain confidential and should not be disclosed to any other party especially consultant firms such as MDB, ECR, etc.



Quotation Number: 2015-92157-CB

Quotation Date: April 20, 2015

Valid Until: September 1, 2015

Scope of Supply

Qty	Description	List Price	License Term
1	MOSAIQ IGRT Connectivity for Varian Truebeam Includes connectivity to the linear accelerator, MLC/IMRT, EPID and cone beam imaging system.	104,500.00	Perpetual
1	Connectivity to Varian VMAT Varian VMAT with non-Eclipse Treatment Planning	15,000.00	Perpetual
1	HP Monitor/Keyboard Unit & KVM Kit for MOSAIQ Contract pass-through 3rd party product. Includes: 1 x AZ870A TFT7600 G2 Rackmount Keyboard and LCD Monitor 1 x AF816A HP Server Console Switch 0x2x8 - KVM switch - PS/2 - CAT5 - 8 ports - 2 local users - stackable 8 x 336047-B21 USB Interface Adapter for HP Server Console Switch	3,443.92	NA
Total Offer Price for		\$110,993.92	

EXHIBIT C

KSQ/Peterson
2115 Rexford Road Suite 500
Charlotte North Carolina 28211

704 364 3400 office



April 17, 2015

Mr. Jeff Bailey
Novant Health, Inc.
3600 Country Club Road, Suite 102
Winston-Salem, North Carolina 27104

Re: Novant Health
Forsyth Medical Center
Linear Accelerator Vault #1 Equipment Replacement & Renovation
Forsyth, North Carolina

Dear Jeff:

We have prepared our estimate for the Linear Accelerator Vault #1 Equipment Replacement & Renovation. The Linear Accelerator Vault and Control Room total 1,370 S.F. We estimate the construction labor cost will be \$218,900.00 and the construction material cost will be \$179,100.00. Therefore we estimate the total construction cost to be \$398,000.00.

The architectural and engineering design fees shall be \$35,000.00 and estimated project reimbursables are approximately \$3,900.00. The DHSR review fee is estimated to be \$1,843.00. Therefore, the total estimated cost of construction, including A&E fees and reimbursables, and DHSR review fee is \$438,743.00.

If I can be of further assistance, please do not hesitate to contact me.

Sincerely,

KSQ/PETERSON

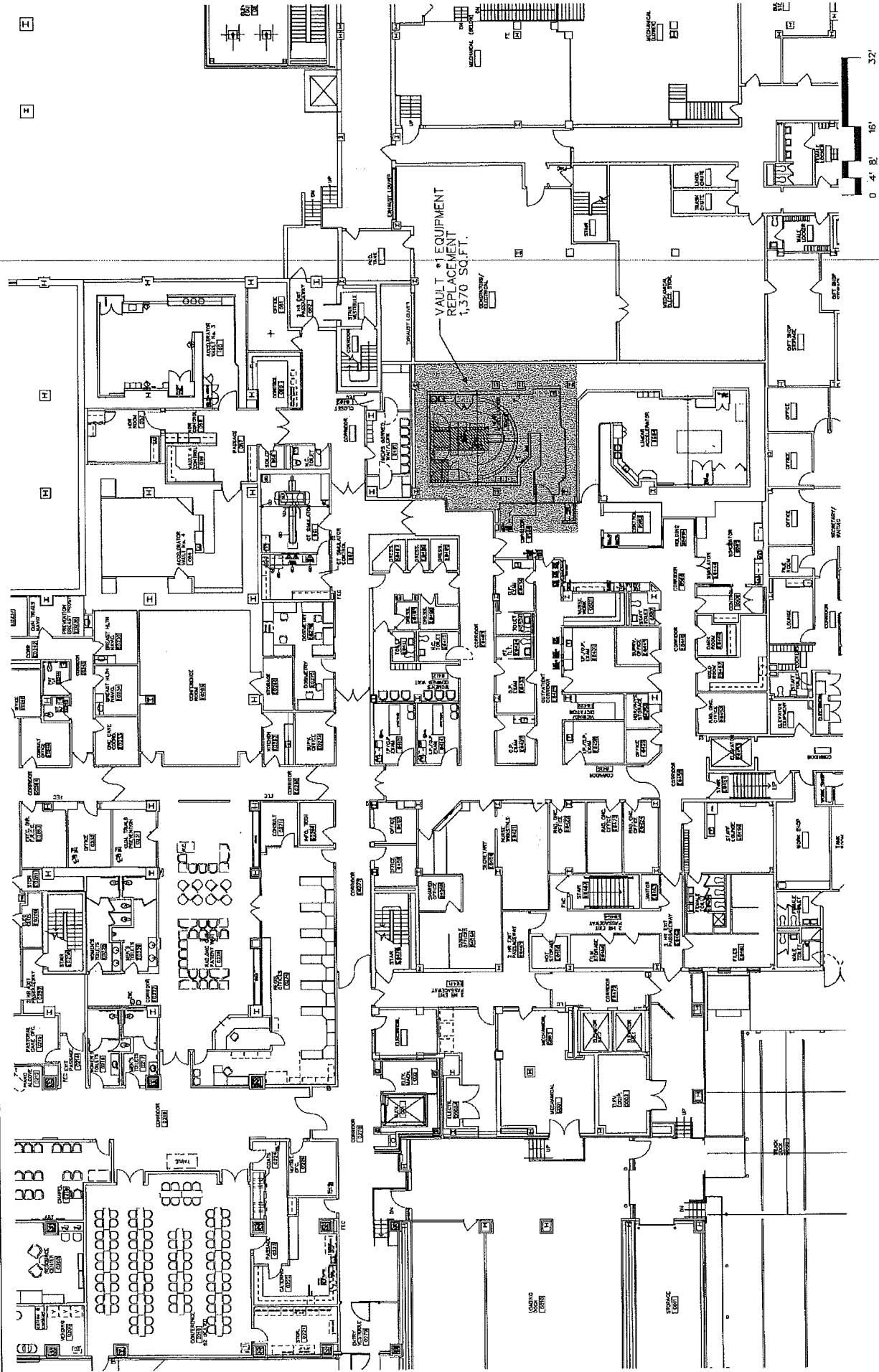
A handwritten signature in cursive script that reads 'Nelson C. Soggs'.

Nelson C. Soggs, AIA, LEED® AP, Associate
Senior Project Manager

NCS/tj



4/17/15



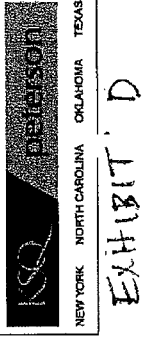
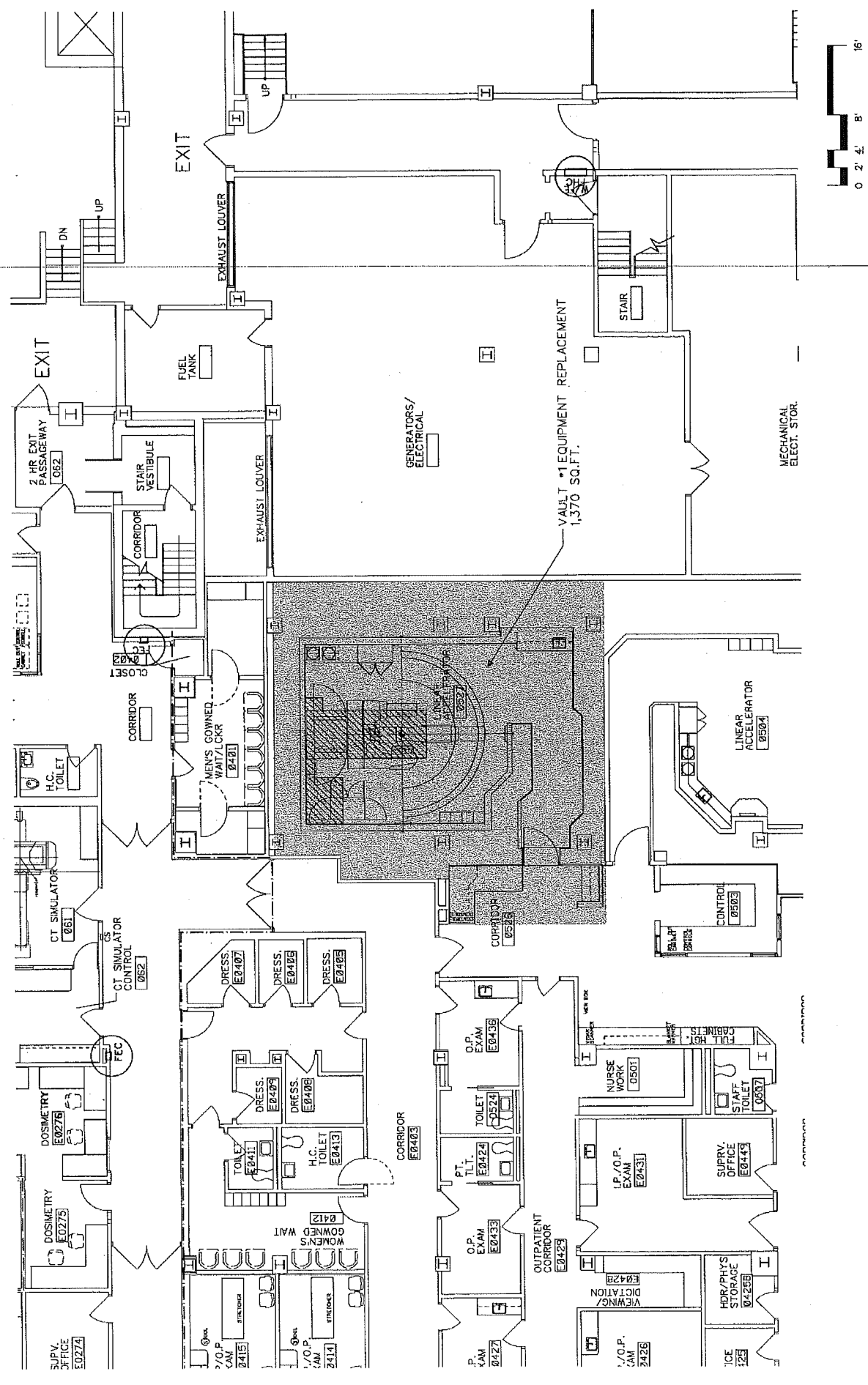
LINEAR ACCELERATOR VAULT #1 EQUIPMENT REPLACEMENT

Forsyth Medical
Center

4-16-2015



EXHIBIT D



**LINEAR ACCELERATOR VAULT #1
EQUIPMENT REPLACEMENT**

4-16-2015

**Forsyth Medical
Center**



May 17th, 2015

Re: CON Exemption request to install Linac at FMC

C/O: Denise Gunter

To Whom It May Concern:

Included in the cost estimate to implement a new Varian True-Beam Linear accelerator at Novant Health Forsyth Medical Center is the salary cost for acceptance testing and commissioning done by Novant Health employed medical physics staff. The average hourly rate of a Medical Physicist at Forsyth Medical Center, based on current (2015) salary information, is \$81.17/hr. The estimated amount of time to complete the testing and commissioning is about 6 weeks (240 hours).

$\$81.17 * 240 \text{ hours} = \$19,480.40$

Thank you,

A handwritten signature in cursive script that reads "Allan F. deGuzman".

Allan F. deGuzman, PhD, DABR, FAAPM

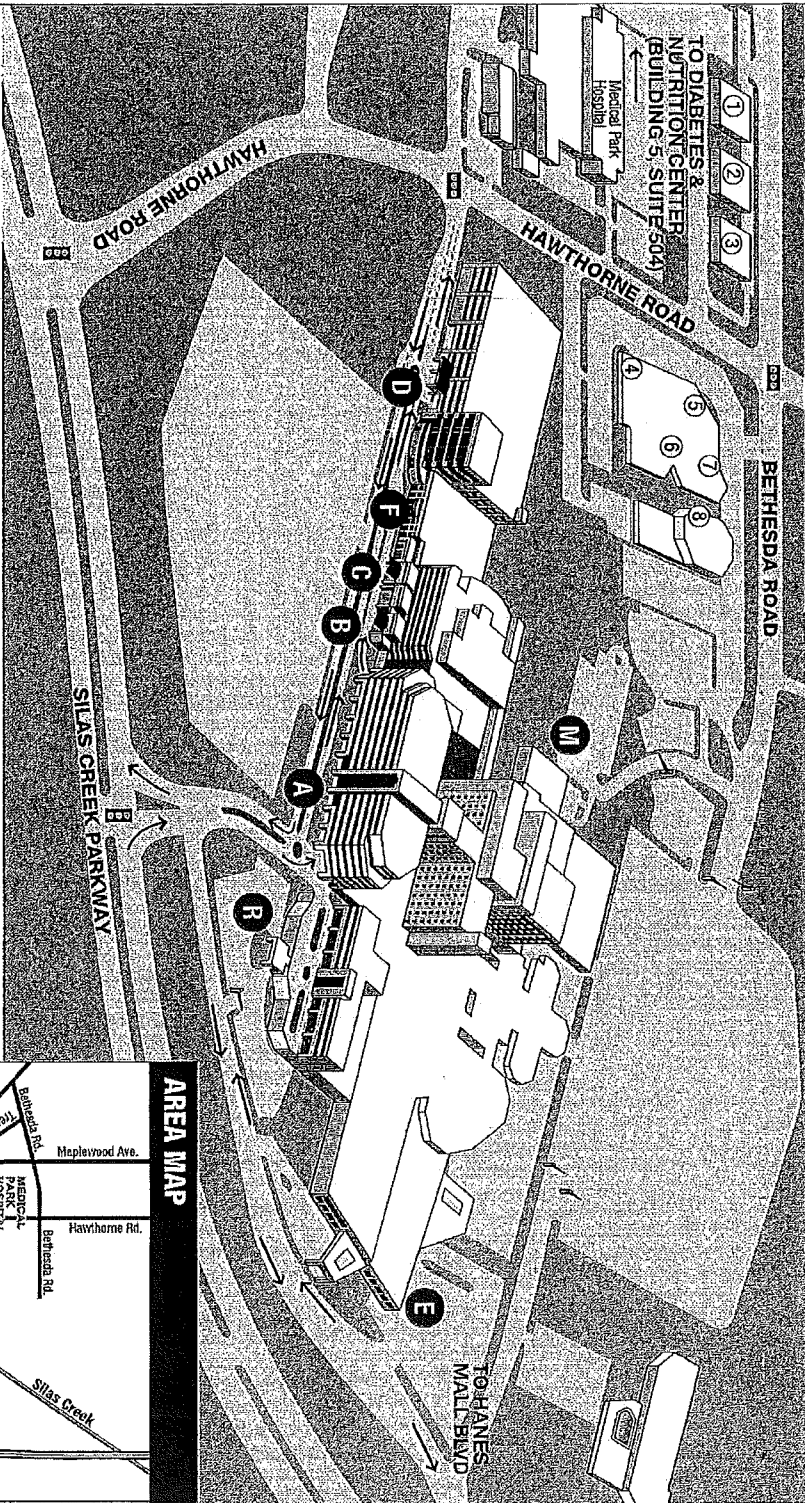
Chief Physicist

Novant Health

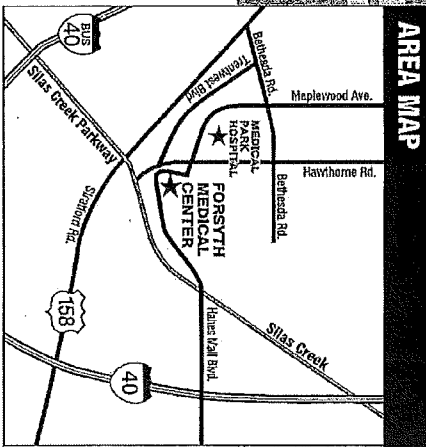
CAMPUS MAP

Forsyth MEDICAL CENTER

Remarkable People. Remarkable Medicine.

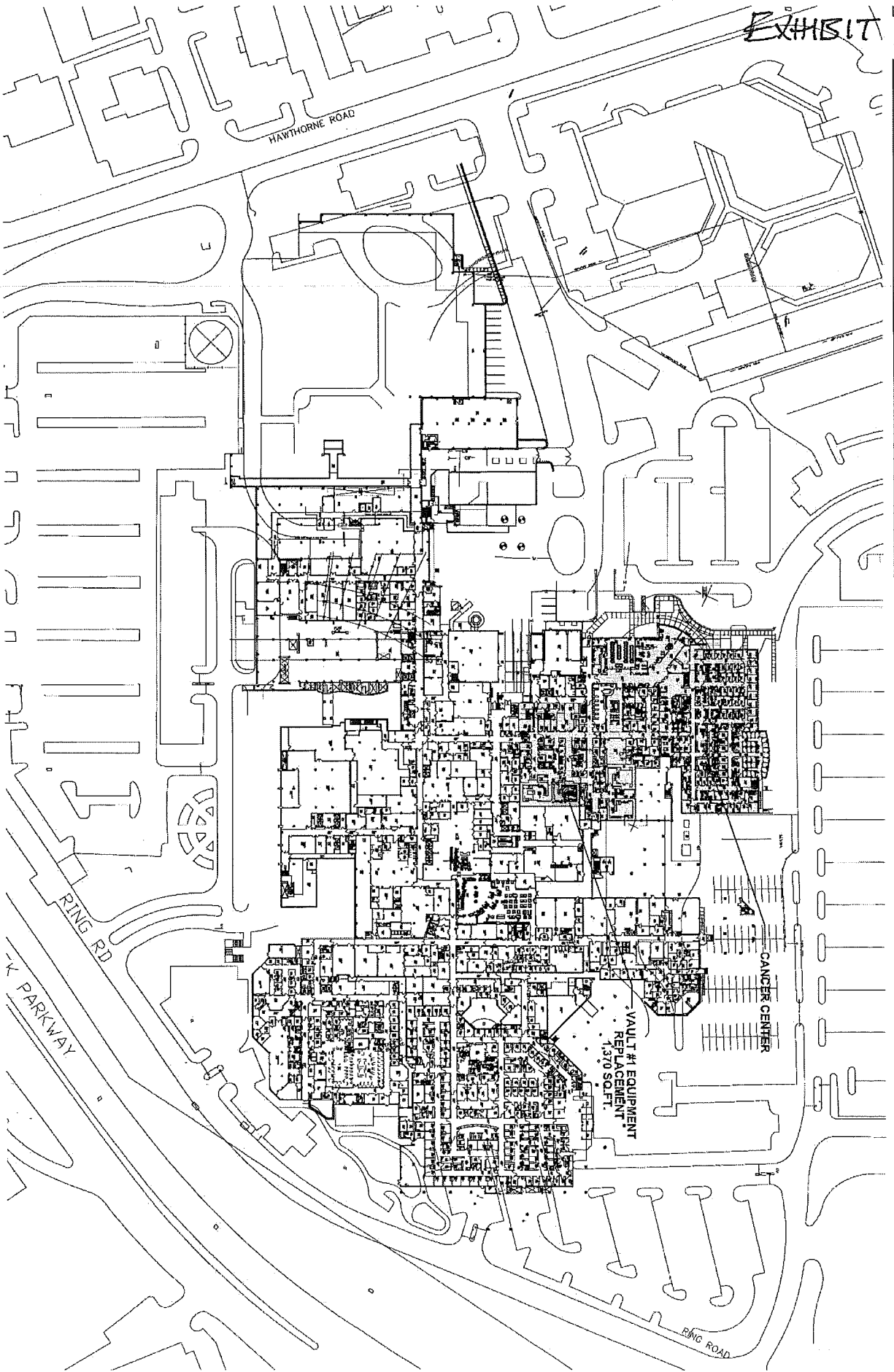


3333 Silas Creek Parkway
 Winston-Salem, NC 27103
 (336) 718-5000
www.ForsythMedicalCenter.org



- **Entrance A**
 - Administration
 - Cashier
 - Business Office
 - EKG
 - Endoscopy Lab
 - Express Admission Unit
 - Lab Services
 - Outpatient Day Center
 - Patient Registration
 - Radiology
 - SPECT (Open of Surgery)
 - Valet Parking
- **Entrance B**
 - All registration from 7 am-5:30 pm
 - Entering Center
 - GYN/Obstetrics Unit
 - GYN Surgery
 - Perinatal Care
 - Valet Parking
- **Entrance C**
 - Cardiac
 - Procedures
 - Preanesthesia Vitals
 - Valet Parking
- **Entrance D**
 - Handicapped
 - Public Parking Deck
- **Entrance E**
 - Emergency Services
- **Entrance F**
 - Cardiac Center
- **Entrance M**
 - Cancer Center
 - Patient Parking (Cancer Center only)
 - Pediatric Hematology & Oncology/Assessments
 - Radiation/Oncology
 - Valet Parking
 - March '09 - PET/CT, Nuclear Medicine & WPI
- **Entrance R**
 - QFT Clinic
 - Incent Audiology
 - Preventive Cardiology
 - Rehabilitation Services
 - Wellness Programs
- **1** Employee Occupational Health
- **2** Human Resources
- **3** Employee Relations
- **4** Hawthorne Outpatient Surgery
- **5** Medical Center
- **6** Salem Room
- **7** Wound Center of Forsyth
- **8** Corporate Education & Training

EXHIBIT F



Forsyth Medical Center

LINEAR ACCELERATOR VAULT #1
EQUIPMENT REPLACEMENT

4-16-2015



 NEW YORK NORTH CAROLINA OKLAHOMA TEXAS



EQUIPMENT COMPARISON
Novant Health Forsyth Medical Center Linear Accelerator Replacement

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	Linear Accelerator	Linear Accelerator
Manufacturer of Equipment	Varian	Varian
Tesla Rating for MRIs	N/A	N/A
Model Number	2100C	TrueBeam
Serial Number	318	TBD
Provider's Method of Identifying Equipment	Manufacturer's Serial #	Manufacturer's Serial #
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	6/3/2005	~05/2015
Dues Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment Was/Is New or Used When Acquired	Used/Refurbished	New
Total Capital Cost of Project (Including Construction, etc.)	\$266,822.43	\$3,909,061
Total Cost of Equipment (Linear Accelerator only)	\$176,380	\$3,200,000
Fair Market Value of Equipment	\$0	\$3,200,000
Net Purchase Price of Equipment	\$176,380	\$3,200,000
Locations Where Operated	Main Campus of Novant Health Forsyth Medical Center, 3333 Silas Creek Parkway, Winston-Salem, NC	Main Campus of Novant Health Forsyth Medical Center, 3333 Silas Creek Parkway, Winston-Salem, NC
Number Days In Use/To Be Used in N.C. Per Year	260	260
Percent of Change in Patient Charges (by Procedure)	N/A	0%
Percent of Change in Per Procedure Operating Expenses (by Procedure)	N/A	0%
Type of Procedures Currently Performed on Existing Equipment	External Beam Radiotherapy	N/A
Type of Procedures New Equipment is Capable of Performing	N/A	External Beam Radiotherapy

File: CON/ReplaceReqEquipCompareFormFMCVault/RefurbLinac.04.22.2015.docx

EXHIBIT G