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

July 8, 2015

Colleen Crowley
430 Davis Drive, Suite 400
Morrisville, NC 27560

Exempt from Review

Record #:	**1530**
Facility Name:	Margaret R. Pardee Memorial Hospital
FID #:	943324
Business Name:	Margaret R. Pardee Memorial Hospital
Business #:	1176
Project Description:	Replace existing linear accelerator and CT scanner and relocate to a new medical office building located within 250 yards of the main building
County:	Henderson

Dear Ms. Crowley:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letters of February 25, 2015 and May 22, 2015, the above referenced proposal is exempt from certificate of need review in accordance with G.S 131E-184(f). 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 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 Halatek

Julie Halatek
Project Analyst

Martha J. Frisone

Martha J. Frisone, Assistant Chief
Certificate of Need

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

K&L GATES LLP
POST OFFICE BOX 14210
RESEARCH TRIANGLE PARK, NC 27709-4210
430 DAVIS DRIVE, SUITE 400
MORRISVILLE, NC 27560
T +1 919 466 1190 F +1 919 831 7040 klgates.com

May 22, 2015

Colleen M. Crowley
colleen.crowley@klgates.com

T +1 919 466 1189
F +1 919 516 2079

Via E-mail
Julie.Halatek@dhhs.nc.gov

Julie Halatek
Project Analyst, Certificate of Need
Division of Health Service Regulation
NCDHHS
Healthcare Planning Certificate of Need Section
2704 Mail Service Center
Raleigh, NC 27699-2704

Facility:	Margaret R. Pardee Memorial Hospital
Project Description:	Replace existing linear accelerator and CT scanner and relocate to a new medical office building
County:	Henderson
FID #:	943324

Dear Julie:

I am writing in response to your April 24th letter concerning Pardee's Notice of Exemption pursuant to N.C. Gen. Stat. §131E-184(f) and N.C. Gen. Stat. §131E-184(g). I have restated your questions and responded to them below.

1. Provide documentation that the main building is located within 250 yards of the building where the equipment is currently located.

The main building is located 110.5 feet from the Kayden building where the equipment is currently located. (See Exhibit 13, Aerial Map of Pardee Campus Drawn to Scale)

2. Provide a site plan drawn to scale identifying the building where the proposed replacement equipment will be located.

The proposed replacement equipment will be located in the Joint Health Education Center ("JHEC"). (See Exhibit 13, Aerial Map of Pardee Campus Drawn to Scale)

3. Provide documentation that the main building is located within 250 yards of the building where the proposed replacement equipment will be located.

The main building is located 720.7 feet from the JHEC building, less than the 250 yards. (See Exhibit 13, Aerial Map of Pardee Campus Drawn to Scale)

4. Provide a site plan drawn to scale identifying the main building and the site of the proposed construction.

Exhibit 13 identifies both the main building and the site of the proposed construction (JHEC building).

5. Provide documentation that the site of the proposed construction is located within 250 yards of the main building.

The JHEC building is 720.7 feet from the main campus, less than 250 yards. (See Exhibit 13, Aerial Map of Pardee Campus Drawn to Scale)

6. Provide documentation of any other materials related to the plan for developing the proposed new medical office building (floor plans for any additional floors, information on what other tenants will occupy the building, etc.)

The first floor of the JHEC building will contain radiation oncology services (including the linear accelerator), hematology and oncology services, as well as medical office space for Surgical Associates. All patient care is limited to the first floor.

The second floor will contain a café for use by all of the building occupants. The remainder of the second floor as well as the third floor will contain educational and teaching space for Wingate and Blue Ridge Community College.

Please see Exhibit 14, Floor Plans for the JHEC building.

Please let me know if you need additional information.

Sincerely,

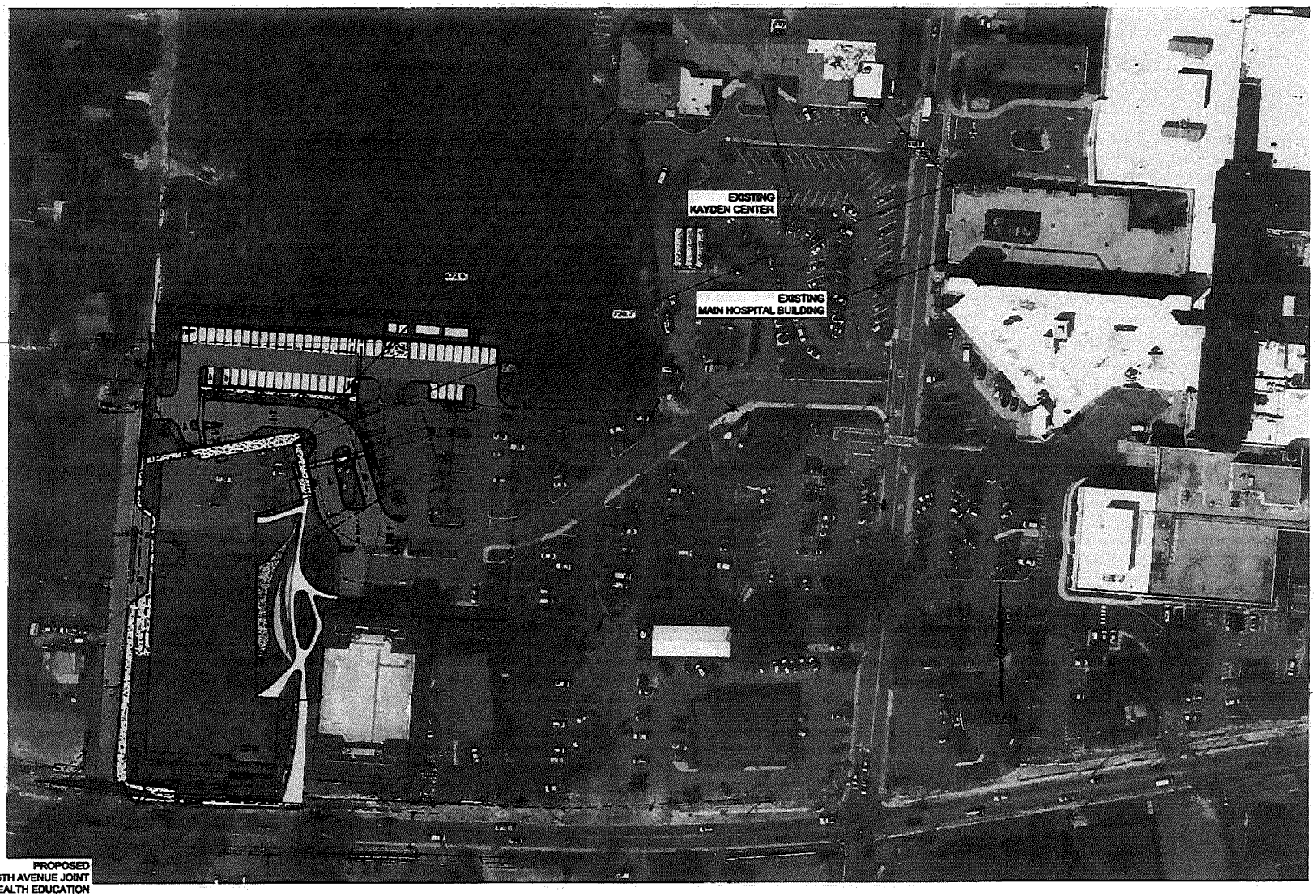
Colleen M. Crowley

Colleen M. Crowley

Enclosures

Exhibits

Exhibit 1	Pardee's License
Exhibit 2	Price Quotation (Linear Accelerator)
Exhibit 3	Price Quotation (Simulator)
Exhibit 4	Proposed Total Capital Cost Sheet for Replacement Equipment
Exhibit 5	Existing Equipment Disposal Letter
Exhibit 6	Floor Plan
Exhibit 7	Pardee's Site Plan (includes measured distance)
Exhibit 8	JHEC Floor Plan
Exhibit 9	Excerpt of 2014 License Renewal Application for Pardee
Exhibit 10	2005 CON
Exhibit 11	Equipment Comparison Chart
Exhibit 12	Proposed Total Capital Cost Sheet for Building Construction
Exhibit 13	Aerial Map of Pardee Campus Drawn to Scale
Exhibit 14	Floor Plans for the JHEC Building



PROPOSED
6TH AVENUE JOINT
HEALTH EDUCATION
CENTER

NOTE:

MEASUREMENTS ARE APPROXIMATE AND ARE BASED ON AERIAL IMAGERY.

GRAPHIC SCALE

PRELIMINARY
NOT FOR CONSTRUCTION

811 Know what's below. Call before you dig.
N.C. One-Call Center
Dial 811 or 1-800-632-4949

NOTE: LOCATIONS OF EXISTING UTILITIES AS SHOWN ARE APPROXIMATE ONLY. EXACT LOCATIONS ARE TO BE VERIFIED IN THE FIELD BY THE CONTRACTOR.

McGill ASSOCIATES
ENGINEERING·PLANNING·FINANCE

EXHIBIT
tabbies
13

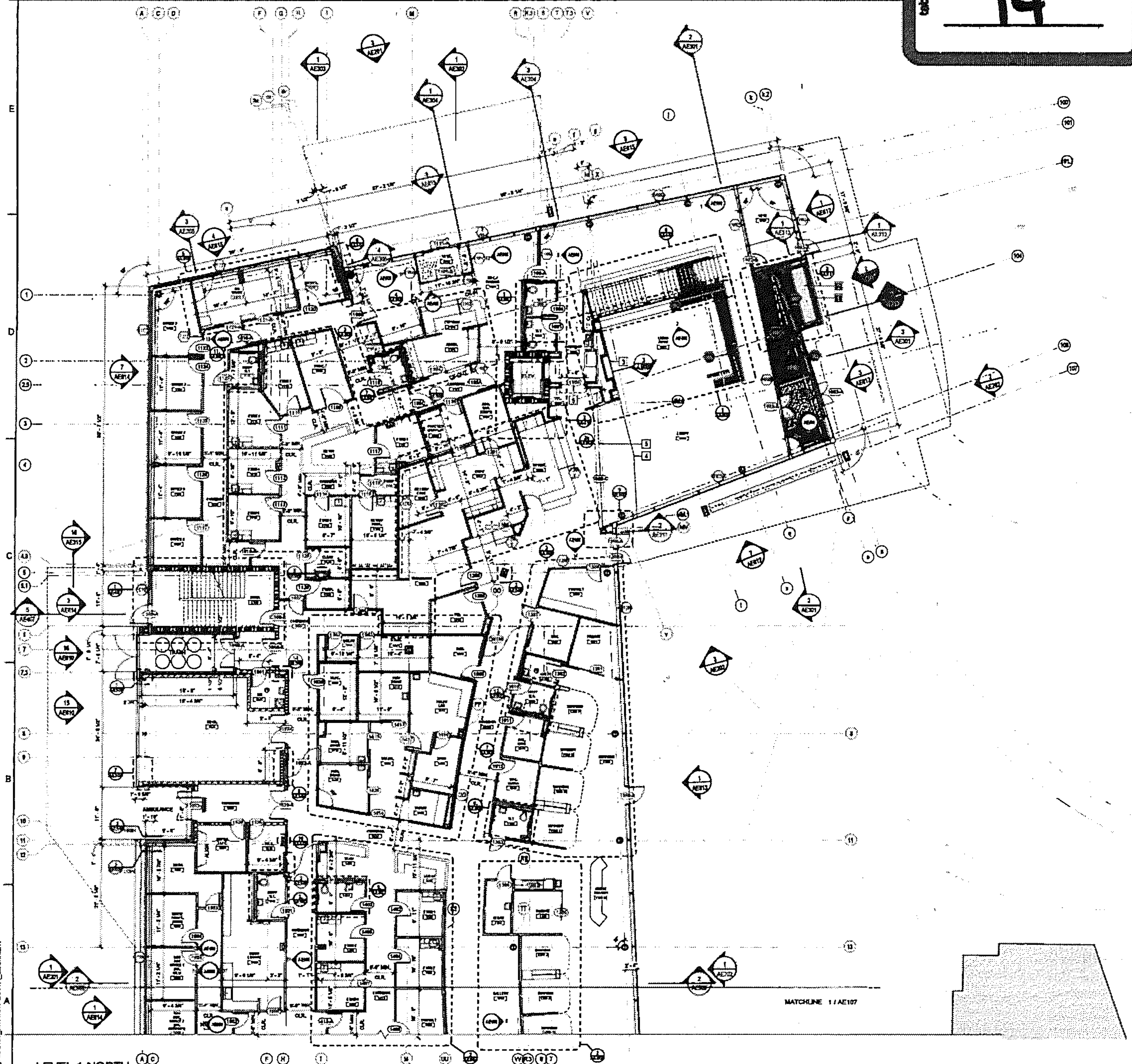
CLARK•NEXSEN

6TH AVE JOINT HEALTH EDUCATION CENTER
HENDERSON COUNTY
747 6TH AVE. WEST

VICINITY MAP

SHEET 6 OF XX

EXHIBIT 14



1 LEVEL 1 NORTH

ARCHITECTURAL SYMBOLS LEGEND

NEW WORK NOTE	DEMOLITION NOTE
WINDOW DESIGNATION	LOUVER DESIGNATION
COLUMN GRID LINE	FIRST FLOOR +12'-0" ELEVATION DATUM
SPACE NAME 101 ROOM DESIGNATION	SPECIALTY ITEM DESIGNATION
DIRECTION OF SLOPE	ROOF SLOPE
FLOOR DRAIN	MATCH LINE
FEC FIRE EXTINGUISHER CABINET	FEB FIRE EXTINGUISHER BRACKET
ACCESSIBLE BEDROOMS - MOBILITY FEATURES	ACCESSIBLE BEDROOMS - COMMUNICATION FEATURES

A1 NAME SCALE	DETAIL, SECTION, ELEVATION TITLE
PLAN NORTH INDICATOR, TRUE NORTH INDICATOR, NAME SCALE	PLAN TITLE AND NORTH ARROW
DETAIL / PLAN NUMBER, SHEET WHERE SHOWN	DETAIL / ENLARGED PLAN
ELEVATION NUMBER, SHEET WHERE SHOWN	INTERIOR ELEVATION
ELEVATION NUMBER, SHEET WHERE SHOWN	EXTERIOR ELEVATION
SECTION NUMBER, SHEET WHERE SHOWN	BUILDING SECTION
SECTION NUMBER, SHEET WHERE SHOWN	DETAIL / WALL SECTION
	DOOR NUMBER
	PARTITION / WALL TYPE

GENERAL NOTES

1. GRAYED GRIDLINES PERTAIN TO LEVELS OTHER THAN THE ONE SHOWN ON THE SHEET.
2. INTERIOR DIMENSIONS SHOWN ARE TO FACE OF METAL STUD OR FACE OF CMU.
3. DIMENSIONS FOR COLUMNS ARE FROM THE CENTERLINE OF COLUMN.
4. EXTERIOR DIMENSIONS ARE MASONRY OPENINGS-FACE OF BRICK TO FACE OF BRICK OR FINISHED MATERIAL.
5. ALL ITEMS NEW U.N.O.
6. WHERE NO DIMENSION IS GIVEN AT DOOR LOCATIONS, USE LAYOUT DIMENSION AS INDICATED ABOVE

KEYNOTE LEGEND

1	SITE WALL
2	WATER FEATURE
3	FIREPLACE
4	MEZZANINE ABOVE
5	OVERHEAD SECURITY DOOR
6	HW SINK W/ EYEWASH, PADDLE CONTROLS
7	HEAVY DUTY STANDARDS WITH ADJUSTABLE SHELVES
8	SCRUB BRUSH HOLDER/ SHELF

CLARKNEXSEN

CONSTRUCTION DOCUMENTS REGULATORY REVIEW

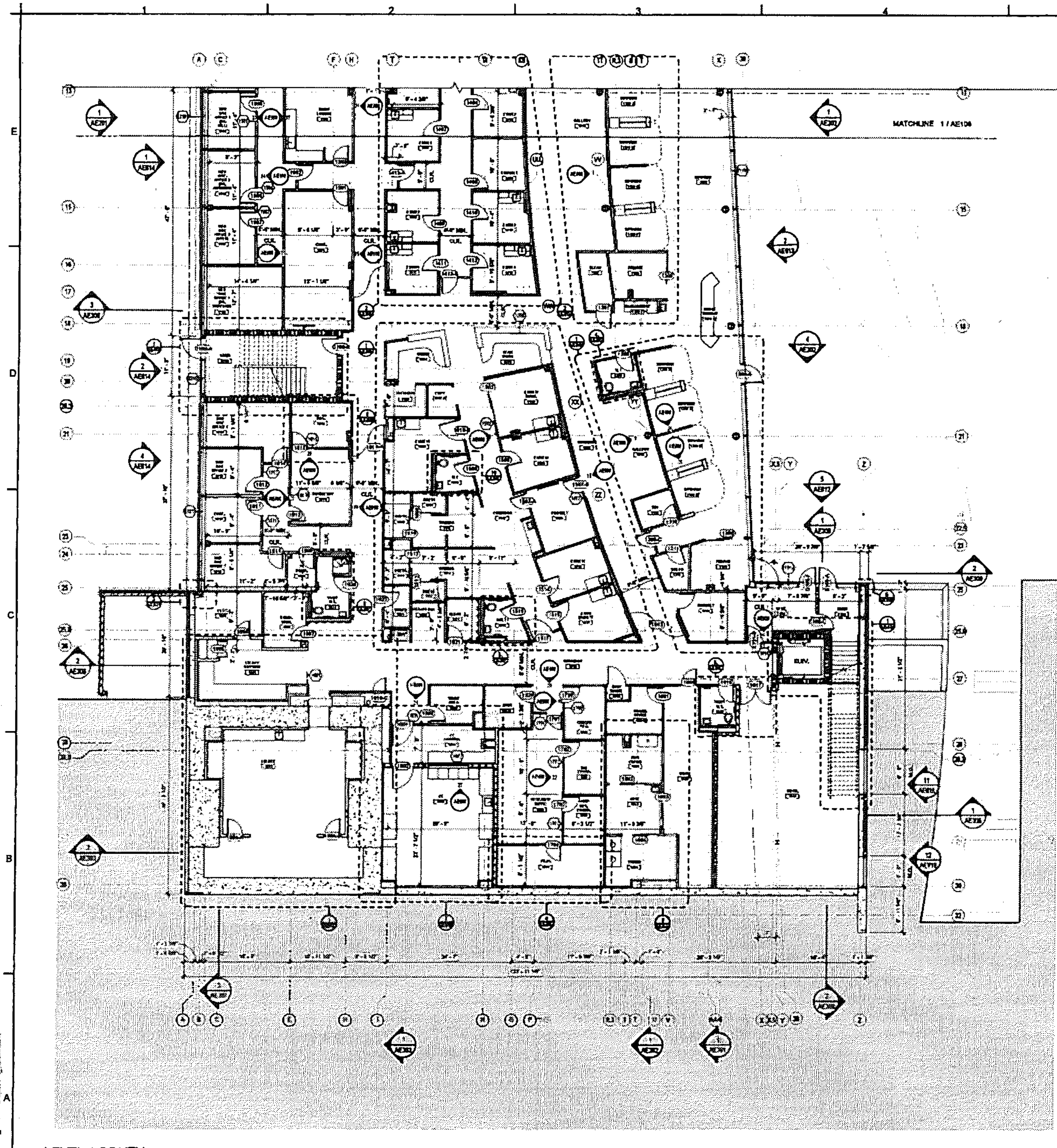
NOT FOR CONSTRUCTION

6TH AVE JOINT HEALTH EDUCATION CENTER
HENDERSON COUNTY
747 6TH AVE. WEST

CN NO: 5198
DATE: 04.30.15
DESIGN: SKM
DRAWN: SKM
REVIEW: CSR
REVISIONS

LEVEL 1 FLOOR PLAN_ NORTH

AE106
SHEET OF XX



① LEVEL 1 SOUTH
1/8" = 1'-0"

ARCHITECTURAL SYMBOLS LEGEND	
NEW WORK NOTE	DEMOLITION NOTE
WINDOW DESIGNATION	LOUVER DESIGNATION
COLUMN GRID LINE	FIRST FLOOR +12'-0" ELEVATION DATUM
SPACE NAME 101 ROOM DESIGNATION	SPECIALTY ITEM DESIGNATION
DIRECTION OF SLOPE	12 / 1/4 ROOF SLOPE
FD FLOOR DRAIN	MATCH LINE
FEC FIRE EXTINGUISHER CABINET	FEB FIRE EXTINGUISHER BRACKET
ACCESSIBLE BEDROOMS - MOBILITY FEATURES	ACCESSIBLE BEDROOMS - COMMUNICATION FEATURES
A1 NAME SCALE	DETAIL, SECTION, ELEVATION TITLE
PLAN NORTH INDICATOR, TRUE NORTH INDICATOR, NAME SCALE	PLAN TITLE AND NORTH ARROW
DETAIL / PLAN NUMBER, SHEET WHERE SHOWN	DETAIL / ENLARGED PLAN
ELEVATION NUMBER, SHEET WHERE SHOWN	INTERIOR ELEVATION
ELEVATION NUMBER, SHEET WHERE SHOWN	EXTERIOR ELEVATION
SECTION NUMBER, SHEET WHERE SHOWN	BUILDING SECTION
SECTION NUMBER, SHEET WHERE SHOWN	DETAIL / WALL SECTION
	DOOR NUMBER
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One West Pack Square Suite 1501
Asheville North Carolina 28801
828.210.2024

CONSTRUCTION DOCUMENTS REGULATORY REVIEW

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6TH AVE JOINT HEALTH EDUCATION CENTER
HENDERSON COUNTY
747 6TH AVE. WEST

CN NO: 5198
DATE: 04.30.15
DESIGN: BKM
DRAWN: BKM
REVIEW: CSR
REVISIONS
No. Date Description

LEVEL 1 FLOOR PLAN_ SOUTH

AE107
SHEET OF XX

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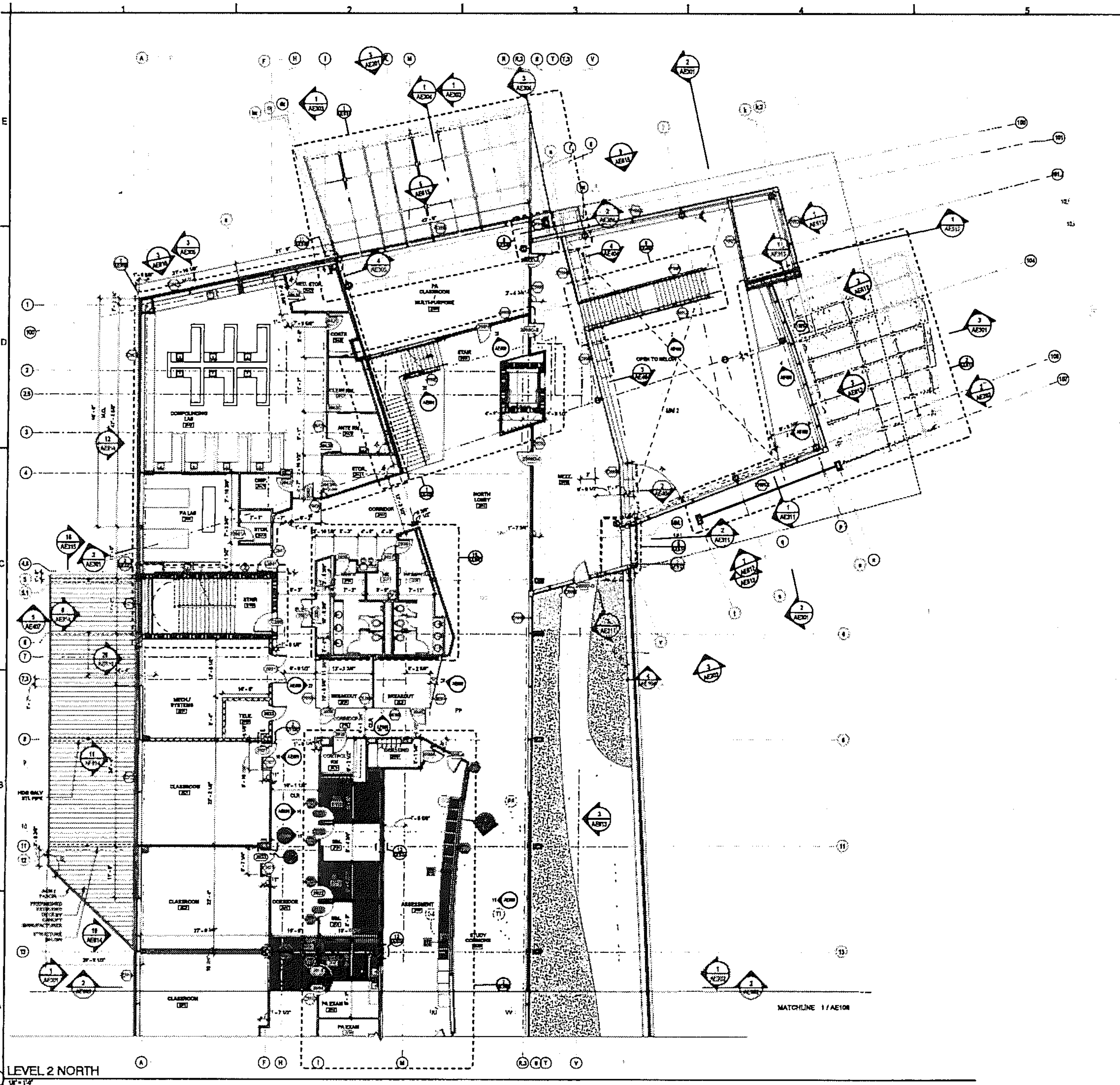

ARCHITECTURAL SYMBOLS LEGEND

NEW WORK NOTE	DEMOLITION NOTE
WINDOW DESIGNATION	LOUVER DESIGNATION
COLUMN GRID LINE	FIRST FLOOR +12'-6" ELEVATION DATUM
SPACE NAME 101 ROOM DESIGNATION	SPECIALTY ITEM DESIGNATION
DIRECTION OF SLOPE	ROOF SLOPE
FD FLOOR DRAIN	MATCH LINE
FEC FIRE EXTINGUISHER CABINET	FEB FIRE EXTINGUISHER BRACKET
ACCESSIBLE BEDROOMS - MOBILITY FEATURES	ACCESSIBLE BEDROOMS - COMMUNICATION FEATURES

A1 NAME SCALE	DETAIL, SECTION, ELEVATION TITLE
PLAN NORTH INDICATOR / TRUE NORTH INDICATOR / NAME SCALE	PLAN TITLE AND NORTH ARROW
DETAIL / PLAN NUMBER A1 AE101 SHEET WHERE SHOWN	DETAIL / ENLARGED PLAN
A1 ELEVATION NUMBER A4 AE201 A2 A3 SHEET WHERE SHOWN	INTERIOR ELEVATION
ELEVATION NUMBER A1 AE201 SHEET WHERE SHOWN	EXTERIOR ELEVATION
SECTION NUMBER A1 AE301 SHEET WHERE SHOWN	BUILDING SECTION
SECTION NUMBER A1 AE301 SHEET WHERE SHOWN	DETAIL / WALL SECTION
B	DOOR NUMBER
	PARTITION / WALL TYPE

GENERAL NOTES

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KEYNOTE LEGEND

1	SITE WALL
2	WATER FEATURE
3	FIREPLACE
4	MEZZANINE ABOVE
5	OVERHEAD SECURITY DOOR
6	HW SINK W/ EYEWASH, PADDLE CONTROLS
7	HEAVY DUTY STANDARDS WITH ADJUSTABLE SHELVES
8	SCRUB BRUSH HOLDER/ SHELF

CLARKNEXSEN

One Vance Park Square, Suite 1501
Asheville, North Carolina 28801

CONSTRUCTION DOCUMENTS REGULATORY REVIEW

6TH AVE JOINT HEALTH EDUCATION CENTER
HENDERSON COUNTY
747 6TH AVE. WEST

CN NO: 5199
DATE: 04.30.15
DESIGN: SGM
DRAWN: SGM
REVIEW: CBR
REVISIONS
No. Date Description

LEVEL 2 FLOOR PLAN_ NORTH

AE108
SHEET OF XX

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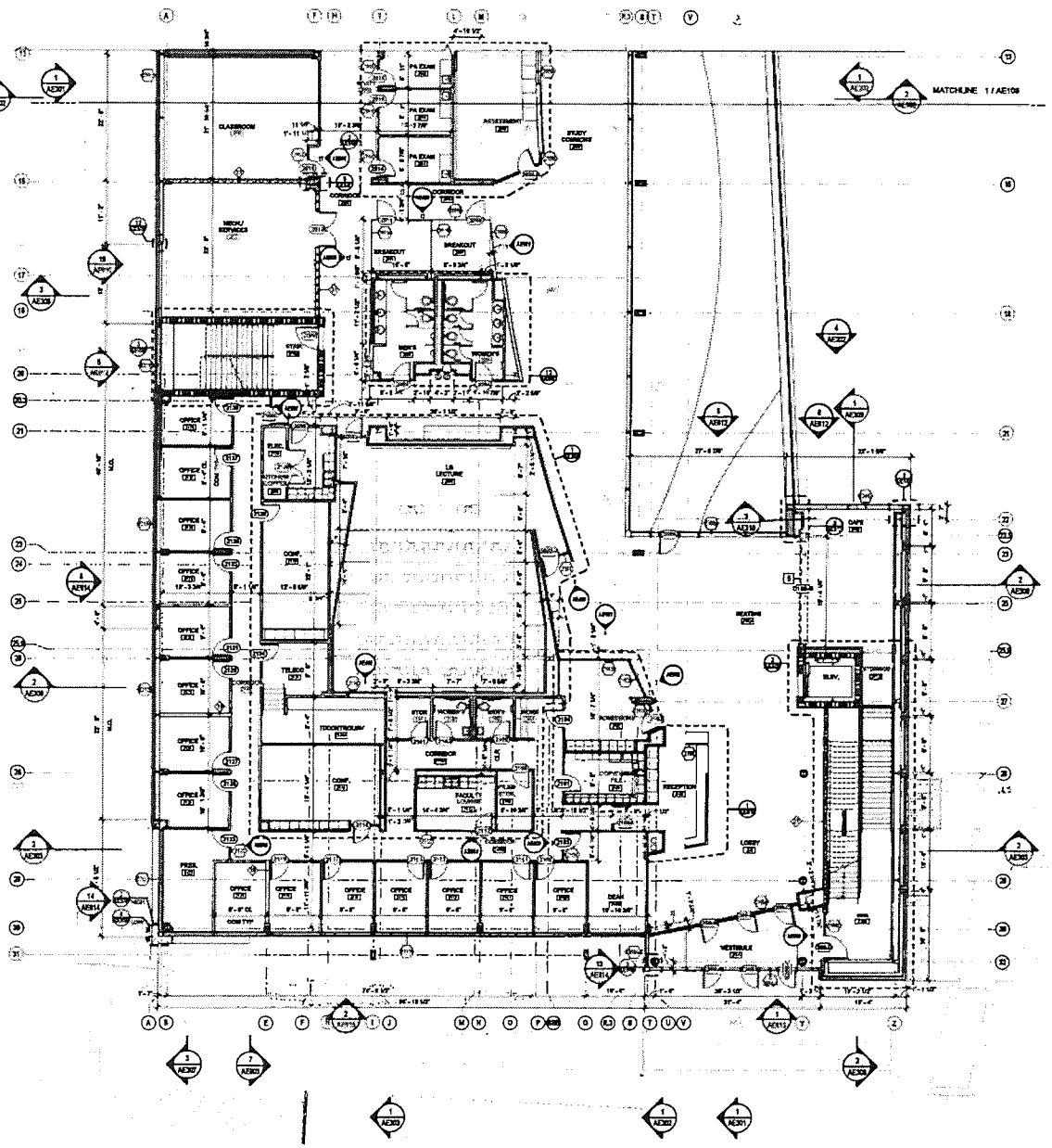

1 LEVEL 2_ SOUTH
1/8" = 1'-0"

ARCHITECTURAL SYMBOLS LEGEND	
1 NEW WORK NOTE	1 DEMOLITION NOTE
W1 WINDOW DESIGNATION	L1 LOUVER DESIGNATION
1 COLUMN GRID LINE	FIRST FLOOR +12'-0" ELEVATION DATUM
SPACE NAME 101 ROOM DESIGNATION	05 SPECIALTY ITEM DESIGNATION
DIRECTION OF SLOPE	12 6 ROOF SLOPE
FD FLOOR DRAIN	MATCH LINE
FEC FIRE EXTINGUISHER CABINET	FEB 01 FIRE EXTINGUISHER BRACKET
ACCESSIBLE BEDROOMS - MOBILITY FEATURES	ACCESSIBLE BEDROOMS - COMMUNICATION FEATURES
A1 NAME SCALE — DETAIL, SECTION, ELEVATION TITLE	
PLAN NORTH INDICATOR / TRUE NORTH INDICATOR — NAME SCALE — PLAN TITLE AND NORTH ARROW	
A1 AE101 — DETAIL / PLAN NUMBER; SHEET WHERE SHOWN — DETAIL / ENLARGED PLAN	
A1 — ELEVATION NUMBER; A4 AE201 A3; A3 SHEET WHERE SHOWN — INTERIOR ELEVATION	
A1 AE201 — ELEVATION NUMBER; SHEET WHERE SHOWN — EXTERIOR ELEVATION	
A1 AE201 — A1 AE201 — SECTION NUMBER; SHEET WHERE SHOWN — BUILDING SECTION	
A1 AE201 — SECTION NUMBER; SHEET WHERE SHOWN — DETAIL / WALL SECTION	
B — DOOR NUMBER	
XX — PARTITION / WALL TYPE	

GENERAL NOTES

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CLARKNEXSEN
One West Park Square, Suite 1501
Asheville, North Carolina 28801
828.252.2626

CONSTRUCTION DOCUMENTS REGULATORY REVIEW

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6TH AVE JOINT HEALTH EDUCATION CENTER
HENDERSON COUNTY
747 6TH AVE. WEST

CN NO: 5199
DATE: 04.30.15
DESIGN: BKM
DRAWN: BKM
REVIEW: CSR

REVISIONS
No. Date Description

LEVEL 2 FLOOR PLAN_ SOUTH

AE109
SHEET OF XX

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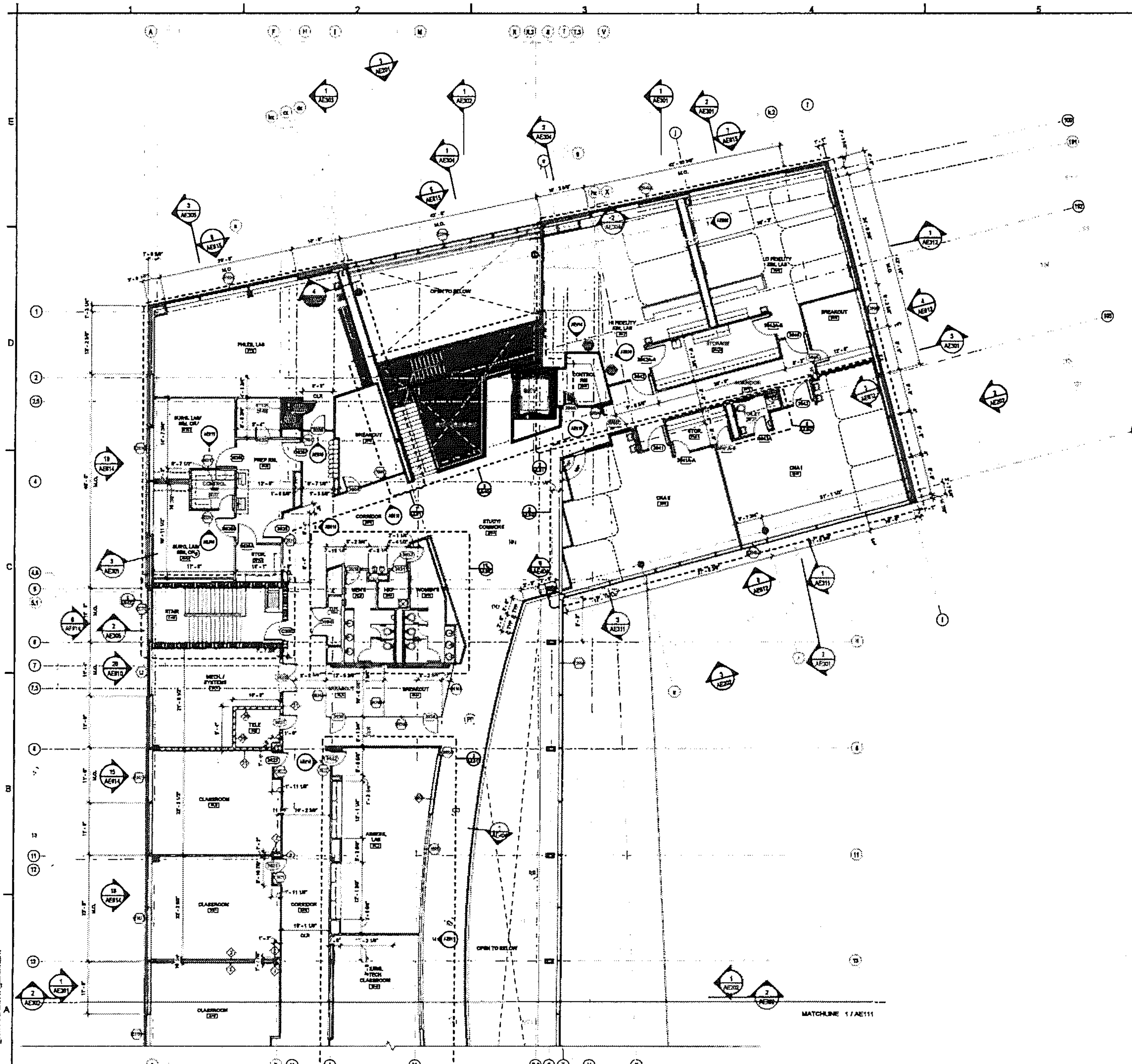

1 LEVEL 3_NORTH
1/8" = 1'-0"

ARCHITECTURAL SYMBOLS LEGEND

NEW WORK NOTE	DEMOLITION NOTE
WINDOW DESIGNATION	LOUVER DESIGNATION
COLUMN GRID LINE	FIRST FLOOR +12'-0" ELEVATION DATUM
SPACE NAME 101 ROOM DESIGNATION	SPECIALTY ITEM DESIGNATION
DIRECTION OF SLOPE	12/4 ROOF SLOPE
FD FLOOR DRAIN	MATCH LINE
FEC FIRE EXTINGUISHER CABINET	FEB FIRE EXTINGUISHER BRACKET
ACCESSIBLE BEDROOMS - MOBILITY FEATURES	ACCESSIBLE BEDROOMS - COMMUNICATION FEATURES

A1 NAME SCALE — DETAIL, SECTION, ELEVATION TITLE

PLAN NORTH INDICATOR / TRUE NORTH INDICATOR — NAME SCALE — PLAN TITLE AND NORTH ARROW

DETAIL / PLAN NUMBER, SHEET WHERE SHOWN — DETAIL / ENLARGED PLAN

ELEVATION NUMBER, SHEET WHERE SHOWN — INTERIOR ELEVATION

ELEVATION NUMBER, SHEET WHERE SHOWN — EXTERIOR ELEVATION

SECTION NUMBER, SHEET WHERE SHOWN — BUILDING SECTION

SECTION NUMBER, SHEET WHERE SHOWN — DETAIL / WALL SECTION

DOOR NUMBER

PARTITION / WALL TYPE

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8	SCRUB BRUSH HOLDER/ SHELF

CLARKNEXSEN

One West Pack Square, Suite 1501
Asheville, North Carolina 28801
828.232.0608

CONSTRUCTION DOCUMENTS REGULATORY REVIEW

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6TH AVE JOINT HEALTH EDUCATION CENTER

HENDERSON COUNTY
747 6TH AVE. WEST

CN NO: 5188
DATE: 04.30.15
DESIGN: BKM
DRAWN: BKM
REVIEW: CBR
REVISIONS
No. Date Description

LEVEL 3 FLOOR PLAN_ NORTH

AE110
SHEET OF XX

5/6/2015 11:51:44 AM
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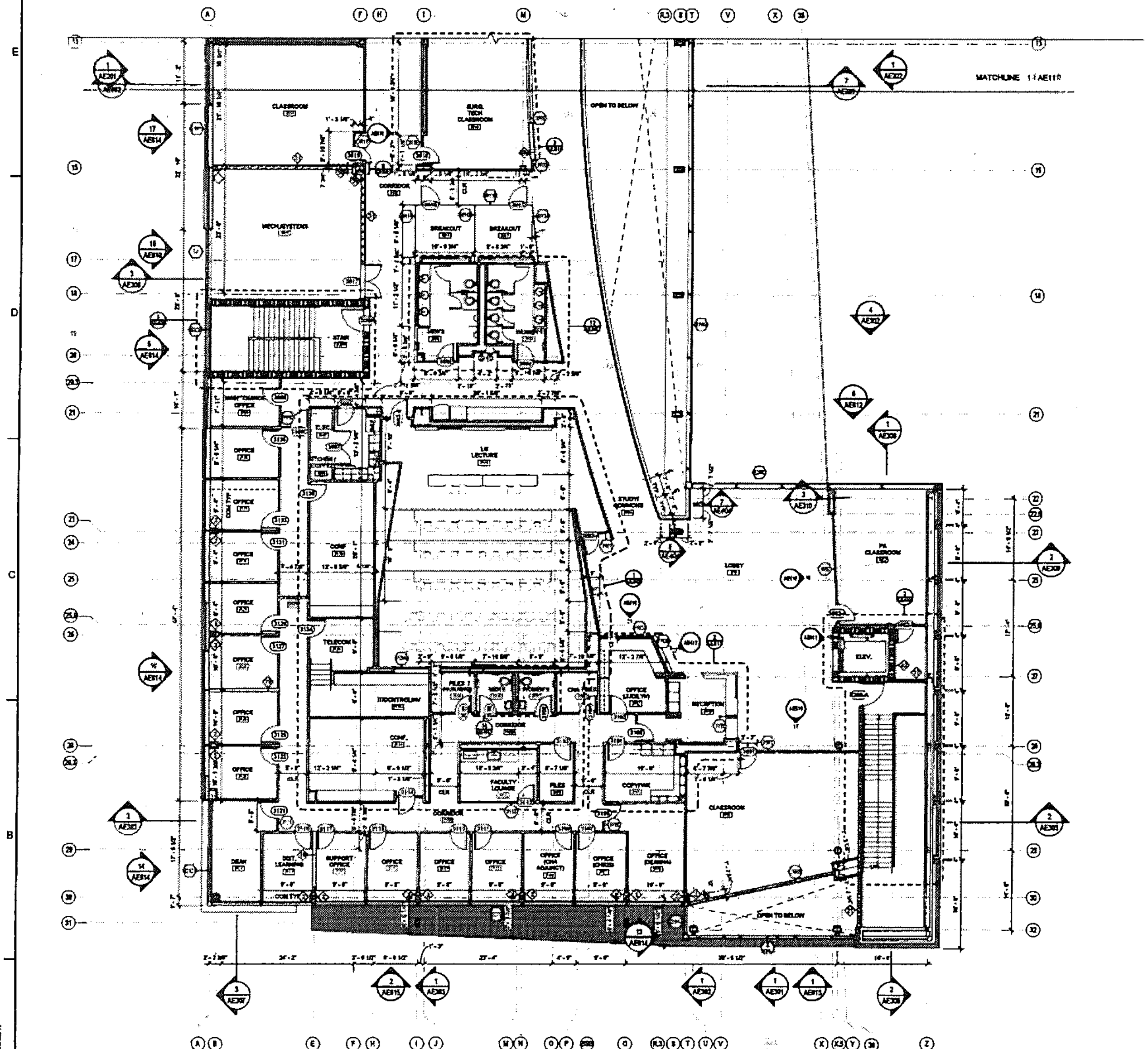

1 LEVEL 3_SOUTH
1/8" = 1'-0"

ARCHITECTURAL SYMBOLS LEGEND	
NEW WORK NOTE	DEMOLITION NOTE
WINDOW DESIGNATION	LOUVER DESIGNATION
COLUMN GRID LINE	ELEVATION DATUM
ROOM DESIGNATION	SPECIALTY ITEM DESIGNATION
DIRECTION OF SLOPE	ROOF SLOPE
FLOOR DRAIN	MATCH LINE
FIRE EXTINGUISHER CABINET	FIRE EXTINGUISHER BRACKET
ACCESSIBLE BEDROOMS - MOBILITY FEATURES	ACCESSIBLE BEDROOMS - COMMUNICATION FEATURES
DETAIL TITLE	DETAIL, SECTION, ELEVATION TITLE
NAME	PLAN TITLE AND NORTH ARROW
	DETAIL / ENLARGED PLAN
	INTERIOR ELEVATION
	EXTERIOR ELEVATION
	BUILDING SECTION
	DETAIL / WALL SECTION
	DOOR NUMBER
	PARTITION / WALL TYPE

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CLARKNEXSEN

CONSTRUCTION DOCUMENTS REGULATORY REVIEW

NOT FOR CONSTRUCTION

6TH AVE JOINT HEALTH EDUCATION CENTER
HENDERSON COUNTY
747 6TH AVE. WEST

CN NO: 5198
DATE: 04.30.15
DESIGN: SKM
DRAWN: SKM
REVIEW: CBR
REVISIONS

LEVEL 3 FLOOR PLAN_ SOUTH

AE111
SHEET OF XX

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, Director

"Via Electronic Mail"

May 19, 2015

Tammi Phillips, Administrator
Hendersonville Dialysis Center
500 Beverly Hanks Center
Hendersonville, NC 28792

Re: Hendersonville Dialysis Center / Expansion and Relocation of Services
CON Project I.D. # B-10274-14
ESRD CMS Certification Number (CCN): 342564

Dear Ms. Phillips:

The North Carolina State Agency has received your request to increase the certified number of dialysis stations at the above center from **19** to **24** stations pursuant to CON Project # B-10274-14. The effective date for the certification of **24** stations is **June 1, 2015**.

Furthermore, the State Agency is recommending to relocate the physically existing ESRD Dialysis center from the current physical location of 500 Beverly Hanks Center, Hendersonville, NC to the new physical location at 1250 7th Avenue, Hendersonville, NC effective **May 31st, 2015**. Our office will be notifying the Centers for Medicare and Medicaid Services (CMS) – Atlanta Regional Office (Region IV), as well as your fiscal intermediary, of the recommendation for relocation and change in stations via copy of this letter.

If you contemplate or experience a change in ownership, physical relocation, change in service or expansion of your facility, you must notify the State Agency as soon as possible. Failure to do so may result in the suspension of program payments.

Should you have questions or if I can be of further assistance please do not hesitate to call me at (919) 855-4620 or directly at (252) 361-3361.

Sincerely yours,

Duane Jones, BSN, RN, EMT-P
Nurse Consultant
Acute and Home Care Licensure and Certification Section

cc: renee.harris@cms.hhs.gov
kelli.fisk@dhhs.nc.gov
martha.frisone@dhhs.nc.gov
Ad1@nw6.esrd.net
Rose.voyles@palmettogba.com
Ncdma.cmsnotice@lists.ncmail.net
Azzie.conley@dhhs.nc.gov
Ralph.mills@dhhs.nc.gov
Provider file

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 24, 2015

Colleen Crowley
430 Davis Drive, Suite 400
Morrisville, NC 27560

Information Request for Exemption Pursuant to G.S. 131E-184(f) and G.S. 131E-184(g)

Facility:	Margaret R. Pardee Memorial Hospital
Project Description:	Replace existing linear accelerator and CT scanner and relocate to a new medical office building
County:	Henderson
FID #:	943324

Dear Ms. Crowley:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your letter dated February 25, 2015, regarding the above referenced proposal. However, additional information is needed to determine if the project is exempt from review pursuant to G.S. 131E-184(f) and G.S. 131E-184(g).

Please provide a written response to each of the following.

1. Provide documentation that the main building is located within 250 yards of the building where the equipment is currently located.

2. Provide a site plan drawn to scale identifying the building where the proposed replacement equipment will be located.

3. Provide documentation that the main building is located within 250 yards of the building where the proposed replacement equipment will be located.

4. Provide a site plan drawn to scale identifying the main building and the site of the proposed construction.

5. Provide documentation that the site of the proposed construction is located within 250 yards of the main building.

6. Provide documentation of any other materials related to the plan for developing the proposed new medical office building (floor plans for any additional floors, information on what other tenants will occupy the building, etc.).

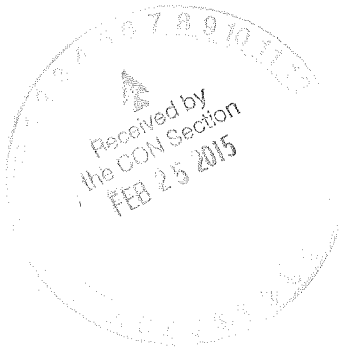
If you have any questions concerning this request, please do not hesitate to call this office.

Sincerely,

Julie Halatek

Julie Halatek
Project Analyst, Certificate of Need

K&L GATES



February 25, 2015

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Via Hand Delivery
Martha J. Frisone, Chief
Certificate of Need Section
Division of Health Service Regulation
N.C. Department of Health and Human Services
809 Ruggles Drive
Raleigh, NC 27603

RE: Pardee Hospital – Exemption Notice for Acquisition of Replacement Linear Accelerator and Simulator and Construction of New Building to House Pardee's Cancer Center, Henderson County

Dear Ms. Frisone:

Our client, Margaret R. Pardee Memorial Hospital ("Pardee") located in Hendersonville, Henderson County, North Carolina (See Exhibit 1, Pardee's License), seeks to replace its linear accelerator ("Replacement Linear Accelerator and CT Simulator ("Replacement CT Simulator") (collectively the "Replacement Equipment"). The Replacement Equipment will replace Pardee's current Siemens Linear Accelerator ("Existing Linear Accelerator") and CT Simulator ("Existing CT Simulator") (collectively the "Existing Equipment") which is currently housed and in use on Pardee's main campus at 807 N. Justice St., Hendersonville, North Carolina. The proposed Replacement Linear Accelerator is from Elekta and is known as the Elekta Infinity System, a comprehensive treatment system that includes Volumetric Modulated Arc Therapy (VMAT). The Replacement CT Simulator will be acquired from Philips Healthcare.

The Replacement Equipment will be installed at Pardee's Cancer Center ("PCC"), which will be relocated to a new medical office building, named the Joint Health Education Center ("JHEC"), located at 747 6th Ave. West, Hendersonville, North Carolina. JHEC will be part of Pardee's main campus as it is located within 250 yards of Pardee's main hospital building. The purpose of this letter is to provide the Agency with notice and to request a determination that Pardee's purchase of the Replacement Equipment and construction of a medical office building on Pardee's campus is exempt from Certificate of Need ("CON") review under the replacement equipment exemption provisions contained in N.C. Gen. Stat. § 131E-184(f)(1)-(3) and the main campus expansion exemption provisions found at N.C. Gen. Stat. § 131E-184(g)(1)-(3) .

The General Assembly has chosen to exempt certain, otherwise reviewable events from CON review. Among those exemptions is the acquisition of "replacement equipment," defined as follows in the CON law:

> "Replacement equipment" means 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.

See N.C. Gen. Stat. § 131E-176(22a). Under the new provisions found at N.C. Gen. Stat. § 131E-184(f)(1)-(3), the CON Law provides:

> (f) The Department shall exempt from certificate of need review the purchase of any replacement equipment that exceeds the two million dollar ($2,000,000) threshold set forth in G.S. 131E-176(22) 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.

In addition, the CON Law does not regulate certain on-campus construction and renovations pursuant to N.C. Gen. Stat. § 131E-184(g)(1)-(3) as follows:

> (g) The Department shall exempt from certificate of need review any capital expenditure that exceeds the two million dollar ($2,000,000) threshold set forth in G.S. 131E-176(16)b. if all of the following conditions are met:
>
> (1) The sole purpose of the capital expenditure is to renovate, replace on the same site, or expand the entirety or a portion of an existing health service facility that is located on the main campus.

(2) The capital expenditure does not result in (i) a change in bed capacity as defined in G.S. 131E-176(5) or (ii) the addition of a health service facility or any other new institutional health service facility or any other new institutional health service other than that allowed in G.S. 131E-176(16)b.

(3) The licensed health service facility proposing to incur the capital expenditure shall provide written notice to the Department along with supporting documentation to demonstrate that it meets the exemption criteria of this subsection.

See Session Law 2013-360, Section 12G.3(b) and Session Law 2013-363, Section 4.6. The term "main campus" was defined in Session Law 2013-360, Section 13G.3(a) (codified at N.C. Gen. Stat. § 131E-176(14n)) as follows:

(14n) "Main campus" means all of the following for the purposes of G.S. 131E-184(f) and (g) only:

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 the buildings and grounds adjacent to that main building.

b. Other areas and structures that are not strictly contiguous to the main building but are located within 250 yards of the main building.

Both the Replacement Equipment and the new on-campus construction which will house the replacement equipment satisfy the statutory requirements and qualify for these exemptions.

I. REPLACEMENT EQUIPMENT

A. Cost of the Replacement Equipment

The total cost to acquire, install, and make operational the Replacement Equipment is $6,778,400 which includes construction costs of $1,112,000, fixed equipment costs of $3,625,000 ($2,100,000 for the Linear Accelerator and $599,178 for the Simulator and the remaining $925,822 for the chiller unit, software costs, tabletop positioning device, shielding,

commissioning, and other related costs to make the Replacement Equipment operational),[1] and a contingency of $996,400. (See Exhibit 2, Elekta's Quote; Exhibit 3, Philip Healthcare's Quote; Exhibit 4, Proposed Total Capital Cost Sheet for Replacement Equipment). The cost for the removal of the Existing Equipment is $21,500. Troff Medical Services will remove the Existing Equipment. (See Exhibit 5, Existing Equipment Disposal Letter).

In combination, the cost for acquiring the Replacement Equipment, installation of the Replacement Equipment, and removal of the Existing Equipment represents a total capital cost of $6,778,400. There will be no other construction costs or other capital costs associated with this replacement equipment.

B. Equipment Being Replaced Will be Located Within 250 Yards of the Main Hospital Building and is Currently in Use

The Existing Equipment is currently located at 807 N. Justice Street in the Kayden Building on Pardee's main campus. (See Exhibit 6, Floor Plan; Exhibit 7, Site Plan) The Replacement Equipment will be relocated to the new Cancer Center located in the JHEC, a new medical office building located at 747 6th Ave. (See Exhibit 8, JHEC floor plan). The JHEC is part of Pardee's main campus pursuant to N.C. Gen. Stat. § 131E-176(14n)(b) since it is located less than 250 yards from the main building at Pardee. In fact, the distance between the buildings is approximately 700 feet. (See Exhibit 7, Site Plan)

Clinical patient services, financial control, and administrative control of Pardee are provided at the main campus of Pardee, which is where the Existing Equipment is located. (See Exhibit 7, Site Plan) The Existing Equipment is currently treating patients at Pardee. In 2013, the Existing Linear Accelerator performed 7190 procedures on 246 patients. (See Exhibit 9, excerpt of 2014 License Renewal Application for Pardee).

C. Department Previously Issued CON for Equipment Being Replaced

In 1993, Pardee acquired its first linear accelerator. On February 15, 2005, Pardee received a Certificate of Need ("CON"), identified as Project I.D. No. B-7171-04, to replace its linear accelerator, simulator and associated equipment and to renovate space within the existing cancer center to accommodate the replacement equipment. (See Exhibit 10, 2005 CON). Pardee seeks to replace the Existing Equipment that was acquired pursuant to the 2005 CON.

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[1] No taxes have been included for the equipment cost because Pardee is entitled to a sales tax refund for under N.C. Gen. Stat. § 105-164.14(b) and 105-467. Any sales tax incurred on medical equipment by Pardee in connection with this project will be refunded.

D. Comparable Equipment

The CON rule codified as 10A N.C.A.C. 14C.0303 (the "Regulation") defines "comparable medical equipment" in subsection (c) as follows:

> "Comparable medical equipment" means equipment which is functionally similar and which is used for the same diagnostic or treatment purposes.

10A N.C.A.C. 14C.0303(c).

Pardee intends to use the Replacement Equipment for substantially the same types of treatments for which it currently uses the Existing Equipment. The Existing Equipment is a Siemens Linear Accelerator and Simulator that were installed new at Pardee in 2005. This Existing Equipment has been used for radiation therapy services since installation.

The Replacement Equipment will perform all procedures currently performed on the Existing Equipment. Although it possesses some expanded capabilities due to technological improvements, the Replacement Linear Accelerator will perform the same general range of radiation therapy treatments, with the addition of Stereotactic Radiosurgery ("SRS") and Volumetric Modulated Arc Therapy ("VMAT"). The Replacement Equipment is therefore "comparable medical equipment" as defined in Subsection (c).

Furthermore, Pardee does not intend to increase patient charges or per procedure operating expenses within the first 12 months after its acquisition. For further equipment comparison, please refer to Exhibit 11, the Equipment Comparison Chart.

Subsection (d) of the regulation further provides:

> (1) it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and
>
> (2) it is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and
>
> (3) the acquisition of the equipment does not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

10A N.C.A.C. 14C.0303(d). The Replacement Equipment will meet all three of the tests set out in Subsection (d). The Replacement Equipment satisfies the technology and functionality

tests in Subsection (1) and (2) as discussed above and identified in the Comparison Chart (See Exhibit 11). Moreover, Pardee represents that use of the Replacement Equipment will not result in the types of expense or charge increase described in Subsection (d)(3).

E. Disposition of Equipment

Troff Medical Services will de-install and take possession of the Existing Equipment, which will not be re-sold or re-installed in North Carolina without appropriate CON approval. (See Exhibit 5)

II. CONSTRUCTION OF MEDICAL OFFICE BUILDING ON CAMPUS

As indicated herein above, Pardee will relocate the Replacement Equipment on the main campus to a newly constructed medical office building, the JHEC, located on Pardee's main campus.

A. Cost of Construction Project

This on-campus construction is exempted from CON review. Under the new provisions found at N.C. Gen. Stat. § 131E-184(g)(1)-(3), the CON Law provides:

> (g) The Department shall exempt from certificate of need review any capital expenditure that exceeds the two million dollar ($2,000,000) threshold set forth in G.S. 131E-176(16)b if all of the following conditions are met:
>
> (1) The sole purpose of the capital expenditure is to renovate, replace on the same site, or expand the entirety or a portion of an existing health service facility that is located on the main campus.
>
> (2) The capital expenditure does not result in (i) a change in bed capacity as defined in G.S. 131E-176(5) or (ii) the addition of a health service facility or any other new institutional health service facility or any other new institutional health service other than that allowed in G.S. 131E-176(16)b.
>
> (3) The licensed health service facility proposing to incur the capital expenditure shall provide written notice to the Department along with supporting documentation to demonstrate that it meets the exemption criteria of this subsection.

As stated herein above, the purpose of this construction at Pardee is to build a new building on the main campus to replace and relocate Pardee's Cancer Center ("PCC") to a

new medical office building to be called the Joint Health Education Center ("JHEC"). The total cost to purchase the land and construct the JHEC is $30,546,000. (See Exhibit 12, Proposed Total Capital Cost Sheet for Building Construction)

B. <u>The Construction Will Take Place Within 250 Yards of the Main Hospital Building.</u>

As demonstrated herein above in Section I(A), the JHEC building will be constructed within 250 yards of the main hospital building at Pardee. Clinical patient services will be provided in the building. In particular, Pardee is relocating the PCC to the JHEC and as a result, patients will be treated for cancer in the JHEC with radiation therapy by way of the Replacement Equipment.

The sole purpose of the construction is to expand Pardee's licensed hospital. As a result of the construction of the JHEC building, only health services currently offered at Pardee will be provided. There will not be a change in bed capacity, the addition of any health services, or any new institutional health service.[2] No additional units of major medical equipment will be acquired as a result of the proposed project.

CONCLUSION

Based on the foregoing information, Pardee hereby requests that the Agency provide a written response confirming that the acquisition of the Replacement Equipment and the construction of the JHEC building described herein is exempt from CON review. If the Agency needs additional information to assist in its consideration of this request, please apprise us as soon as possible.

We thank you for your consideration of this notice.

Sincerely,

Colleen M. Crowley by SKH

Colleen M. Crowley

[2] The Replacement Equipment is exempt from the provision prohibiting the addition of a new institutional health service pursuant to N.C. Gen. Stat. § 131E-184(f).

Exhibits

Exhibit 1	Pardee's License
Exhibit 2	Price Quotation (Linear Accelerator)
Exhibit 3	Price Quotation (Simulator)
Exhibit 4	Proposed Total Capital Cost Sheet for Replacement Equipment
Exhibit 5	Existing Equipment Disposal Letter
Exhibit 6	Floor Plan
Exhibit 7	Pardee's Site Plan (includes measured distance)
Exhibit 8	JHEC Floor Plan
Exhibit 9	Excerpt of 2014 License Renewal Application for Pardee
Exhibit 10	2005 CON
Exhibit 11	Equipment Comparison Chart
Exhibit 12	Proposed Total Capital Cost Sheet for Building Construction

EXHIBIT

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State of North Carolina

Department of Health and Human Services
Division of Health Service Regulation

Effective January 01, 2014, this license is issued to

Henderson County Hospital Corporation

to operate a hospital known as

Margaret R. Pardee Memorial Hospital

located in Hendersonville, North Carolina, Henderson County.

This license is issued subject to the statutes of the State of North Carolina, is not transferable and shall remain in effect until amended by the issuing agency.

Facility ID: 943324

License Number: H0161

Bed Capacity: *222*

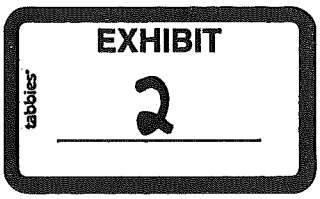
General Acute 201, Psych 21,

Dedicated Inpatient Surgical Operating Rooms: 0
Dedicated Ambulatory Surgical Operating Rooms: 0
Shared Surgical Operating Rooms: 10
Dedicated Endoscopy Rooms: 3

Authorized by:

Secretary, N.C. Department of Health and Human Services

Director, Division of Health Service Regulation



ELEKTA

Quotation Number: 2014-69141-CB | Quotation Date: January 13, 2015 | Valid Until: March 31, 2015

Prepared For:

Margaret R. Pardee Memorial Hospital
ACCOUNTS PAYABLE 800 N JUSTICE ST
HENDERSONVILLE, North Carolina 28791-3410
US
(t) (828) 696-1000
(f) (828) 696-1128
Currency: USD

Prepared By:

Chris Broyles
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400 Perimeter Center Terrance, Suite 50
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Elekta is pleased to submit the following Quotation for the products, software licenses, and/or services described herein at the prices and terms stated.

Elekta Infinity™

Total Offer Price: $2,100,000.00

The price under this Quotation reflects a discount of $5,610,149.59 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 & Conditions or those previously negotiated.

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

ELEKTA

Quotation Number: 2014-69141-CB Quotation Date: January 13, 2015 Valid Until: March 31, 2015

Scope of Supply

Part Number	Name	Qty	Extended List Price	License Term
55500003000IQRO	**MOSAIQ IGRT Connectivity for Elekta** Connectivity kit including the RTD and Elekta delivery platform, interface to Elekta MLC/IMRT, interface to iViewGT electronic portal imaging device and connectivity to the XVI including volumetric imaging.	1	104500	Perpetual
45016003101IQRO	**Connectivity to Elekta VMAT** Interface license that supports VMAT	1	15000	Perpetual
46100003020IQRO	**SYNERGISTIQ (Elekta Bundle)** Consolidates and synchronizes MOSAIQ and XVI.	1	149000	Perpetual
TPPLSR-SYQ2MON	**DUAL MONITOR OPTION FOR SYNERGISTIQ PC**	1	1039	NA
TPPLSR-SYQPC	**SYNERGISTIQ PC HARDWARE FOR MOSAIQ**	1	2363	NA
	Total Offer Price for			**$45,647.80**

ELEKTA

Quotation Number: 2014-69141-CB Quotation Date: January 13, 2015 Valid Until: March 31, 2015

Qty	Description
1	**Elekta Infinity™ System** Elekta Infinity™ is the definitive Volumetric Modulated Arc Therapy (VMAT) treatment solution. Volumetric Modulated Arc Therapy (VMAT) combines software and hardware innovations that allow delivery of Volumetric Intensity Modulated Radiation Therapy which enables simultaneous and dynamic movement of MLC while rotating the gantry in combination with varying the dose rate, gantry speed and or collimator angle to deliver a highly conformal dose. This advanced delivery capability is further enhanced by the inherent Elekta X-ray Volume Imaging System (XVI) included with this system. Elekta Infinity consists of a dual modality digital accelerator, providing a comprehensive range of both x-ray and electron energies to satisfy the requirements of external beam radiotherapy. The Elekta Infinity Digital Accelerator offers an unrivalled choice of up to three different x-ray energies and up to 9 electron energies. With a low isocentric height (124cm), the Elekta Infinity Digital Accelerator is designed for optimum clinical usability. Elekta Infinity is remote system diagnostic ready and will function with the optional Elekta IntelliMax™ service monitoring and support system. Elekta IntelliMax™ service monitoring and support system is enabled through software and is available during the original system warranty period or through purchase of an Elekta Advanced Service Agreement. The Precise Table provides smooth, quiet operation for positioning the patient during clinical procedures. It comprises a vertical lift mechanism, couch base and the control system. Elekta Infinity includes the iViewGT™ MegaVoltage Portal Imaging System and the XVI (X-Ray Volume Imaging System) for KV based 3-D volumetric imaging.
1	**Elekta Infinity System Cover Set**
1	**Agility Kit** Agility - fully integrated 160 leaf Beam Shaping Device with fine resolution leaves (0.5 cm wide), Treatment Control System Rack Cabinet and Integrity R3.0 software. Agility is designed to meet the stringent needs of the rapidly evolving field of high resolution stereotactic radiation therapy and volumetric arc therapy (VMAT), providing high conformance beam shaping for these advanced delivery techniques. It also supports conventional and electron based radiation techniques. The excellent, clinically demonstrated, physical characteristics of Agility coupled with its ability to interdigitate, produce real clinical advantage when delivering highly conformal, dose escalated beams close to critical structures. This Kit includes the following components: - Agility Beam Shaping device - Agility head covers and touchguard - Treatment control system Rack cabinet - Network Security Solution - UPS - Agility manual set - Integrity R3.0 software media kit - Beam Mu Dose Module - Basic service tools
1	**Agility - Linac Parts**
1	MRT 16731, HEAD COVER & TOUCH GUARD, WHITE
1	**MOSAIQ Sequencer PC** This option provides a MOSAIQ Sequencer PC that can be mounted in the Agility Treatment Control system cabinet.
1	**6 MV Low Energy Photon**

1 **10 MV Mid Energy Photon**

1 **15 MV High Energy Photon**

1 **12 MeV Electron Energy**

1 **15 MeV Electron Energy**

1 **18 MeV Electron Energy**

1 **6 MeV Electron Energy**

1 **9 MeV Electron Energy**

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

1 **Standard Set of Aperture Plate Electron Beam Applicators**
Field sizes:
- 6 x 6 cm, SSD 95 cm
- 10 x 10 cm, SSD 95 cm
- 14 x 14 cm, SSD 95 cm
- 20 x 20 cm, SSD 95 cm

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

1 **PreciseBEAM™ VMAT**
PreciseBEAM™ Volumetric intensity Modulated Arc Therapy providing continuous Arc Modulation delivery.
This license enables simultaneous dynamic movement of one or more of the following parameters:

- MLC
- Diaphragms/Jaws
- Gantry speed
- Dose rate
- Collimator angle

During delivery, the speed of the gantry and dose rate can be automatically adjusted to change the intensity of the radiation beam and vary the MU delivered per degree of movement.

1 **Combined Interdigitation & CVDR license**
Optional license providing interdigitation and Continuously Variable Dose Rate (CVDR) functionality on MLCi2 and Agility heads only.

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

1 **VMAT Treatment Planning System Manual**

1 **Response™ Gating Control System for Digital Accelerators**
Response™ provides a seamless interface that supports automated gated treatment delivery for a range of delivery techniques, from conformal to IMRT & VMAT, in combination with validated external triggers and Elekta digital accelerators.

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

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

1 **Software Media Pack, SYNERGISTIQ Clients**

1 **SYNERGISTIQ Monitor kit**
Specification for Extender/Receiver and cable for a remote monitor.
Required for sites who use SYNERGISTIQ with a remote monitor in the treatment room.

1 **XVI Hardware**
The imaging capability of Elekta Infinity System enables the clinician to take full advantage of IMRT dose delivery without the need for implanted target surrogate markers, due to the high visualization capability of all soft tissue structures, target volume and critical structure position. Fast, automated registration of the VolumeView image with the reference CT planning data allows non-invasive image guided treatments.

1 **40kW kV generator**
The Elekta Synergy® System XVI has an integrated 40kW kV generator which provides multiple setting control via the XVI software. Acquisition parameters are configured within the Preset protocol function in the XVI software which is user configurable. The generator and X-ray tube have been optimized for the 3D VolumeView™ imaging, as well as radiographic type exposures for PlanarView™ and MotionView™.

1 **XVI R5.0 Software License**
The advanced XVI license enables efficient streamlined IGRT workflows, including one touch VolumeView™, and fast automated image registration.

This license also includes;

- start/stop MotionView™
- Annotation overlay during MotionView™
- Import master RPS data to XVI (Distributed Imaging)
- HU specification
- optimised presets for dose reduction
- data anonymisation

The advanced Intrafraction Imaging functionality is optional with this software.

The advanced registration functionality such as 3D Automated Seed Matching, Critical Structure Avoidance and Symmetry (4D IGRT) are also optional with this software.
Please note that the SYNERGISTIQ configuration requires additional hardware and software to be ordered from BASS.

1 **Control System hardware for XVI R5.0**
The XVI control system is a high specification dual processor PC which supports all aspects of the IGRT process including 2D, 3D and 4D kV image acquisition, VolumeView™ reconstruction, and analysis using a suite of advanced registration functionality.

1 **Software License Collation XVI 5.0**
The XVI software offers a fully integrated solution for advanced Image Guided Radiation Therapy techniques on the Elekta Synergy® and Elekta Infinity™ range of machines. 2D, or optional 3D and 4D kV images can be acquired with the patient in the treatment position, at the point of treatment on the Elekta Digital Accelerator.
This is mandatory XVI Software. MRT 20261 is also required.

1 **Software License Collation XVI**
The XVI software offers a fully integrated solution for advanced Image Guided Radiation Therapy techniques on the Elekta Synergy® and Elekta Infinity ™range of machines. 2D, or optional 3D and 4D kV images can be acquired with the patient in the treatment position, at the point of treatment on the Elekta Digital Accelerator.
This is mandatory XVI Software
Compatible with Desktop 7.01 or higher

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

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

Both 3D and 4D VolumeView imaging will be possible at the same time as MV treatment.
XVI 5.0 includes MV scatter correction as image quality of kV images can decrease during intrafraction imaging.

1 **PlanarView™ - License**
The PlanarView™ license enables the acquisition of static 2D kV images on the XVI system. Images are displayed and can be compared to a reference image.
PlanarView™ thus provides similar functionality to existing orthogonal MV portal images for initial patient set-up. The X-rays of PlanarView™ are produced using kV energy range which results in high quality images at very low doses.

1 **MotionView™ License**
2D fluoroscopic-like imaging
MotionView™ imaging module helps locate targets that move on a high frequency basis. This becomes particularly critical with the use of small treatment fields or in PreciseBEAM® IMRT application. Like fluoroscopy, MotionView™ allows evaluation of patient motion while the patient is in the treatment position for optimum treatment delivery.
Developed to address intrafractional organ motion, MotionView™ allows the clinician to visualize patient organ motion for evaluation of field coverage for optimum treatment delivery. Even when a device such as the Elekta Active Breathing Coordinator™ is being employed, MotionView™ is useful for monitoring other motion in the thorax or upper abdomen.

1 **VolumeView™ License**

3D Volumetric Imaging. Using Elekta 3D volume mode (VolumeView™), clinicians can visualize soft tissue detail in any area of the body.
Elekta VolumeView™ provides volumetric 3D data sets with submillimeter isotropic resolution acquired with the patient in the treatment position.
The system can acquire a complete 3D volume in a single revolution with reconstruction taking place simultaneously with rapid registration against the CT treatment plan image. This allows for optimization of the treatment plan and correction for target shifts due to organ motion and deformation.
The imaging dosage necessary to obtain a VolumeView™ image can be varied depending on the level of contrast required. For prostate imaging, a larger degree of contrast is required to differentiate similar soft tissues in addition to complications caused by low transmission and high scatter, while a VolumeView™ image in the head and neck region would require a lower dose.

1 **Segmental VolumeView™/ MotionView™**
With XVI R4.5.1 and above provides the user with the ability to interrupt and restart VolumeView™ acquisitions using the Function Key Pad.

With XVI 5.0 provides the user with the additional ability to interrupt and restart MotionView™ acquisitions using the Function Key Pad.

Supports kV acquisition during breath-holding procedures by allowing the acquisition of partial volumes for each separate breath hold, with subsequent reconstruction a single image.

1 **3D Shaped Registration Region of Interest**
The 3D Shaped Registration Region of Interest can be generated from any structure imported from the Treatment Planning System, or created manually using tools in the software.

This allows generation of a 3D registration volume which conforms to anatomical structures.

1 **Elekta XVI Basic Calibration Kit - Bearing Phantom Assembly**
Specially designed geometric calibration phantom for kV to MV isocentre alignment. Suitable for the Elekta XVI system with either iBEAM evo Couchtop or the Aktina Tabletop.

Utilizing the phantom in conjunction with the specific associated software tools delivered with the XVI system enables fast calibration of the kV to MV X-ray isocentre, and flexmap calibration for VolumeView™ imaging.

1 **Adaptor kit for QA Phantom to iBEAM® /iBEAM® evo Couchtop**
Single ball phantom table top adapter kit.

This attachment supports the single ball bearing phantom which is used to calibrate the Synergy® imaging software to the mechanical isocenter.

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

1 **XVI Water Calibration Kit**
Water phantom calibration kit for XVI calibration.
It provides a reduction in CBCT image ring artifacts in addition to image quality improvements.

1 **VolumeView™ Contrast phantom**

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

1 **Automated DICOM CT export license**
An optional automated DICOM CT Export license for XVI reconstructed images.

This DICOM export license allows the user to send post reconstruction XVI images to a configurable destination automatically upon acceptance of the XVI images.

1 **DICOM RT Image Export**
Manual DICOM Export of PlanarView™ Images.

This license supports the manual export of PlanarView™ images into the MOSAIQ software.

Within MOSAIQ 'Setup Intelligence' functionality, images can be automatically matched using curve, point manual or automatic grey value registration.

1 **Auto DICOM RT Image Export**
Automatic DICOM Export of PlanarView™ Images
Thsi License supports the automatic export of PlanarView™ images into the MOSAIQ software, using a DICOM RT Image Standard.

Within MOSAIQ 'Setup Intelligence' functionality, images can be automatically matched using curve, point manual or automatic grey value registration.

1 **DICOM CT export license**
This license enables the customer to export the VolumeView™ images acquired with the XVI as DICOM CT images to an external system such as a third party treatment planning system.

1 **XVI Archive for XVI R5.0**
1. Ability for a user to archive the images of one or more patients onto a LTO4 tape
2. Ability to retrieve an individual patients images from a previously created archive
3. Ability to backup the C: and D: drives of the XVI system onto a LTO4 tape
4. Ability to perform an incremental backup of the C: and D: drives onto a LTO4 tape
5. Ability to restore the C: and D: drives of the XVI system from a previously created backup
External tape drive archive, restore and back-up system.
Kit contains:

- LT04 tapes (x2) each with 1.6TB capacity compressed
- Serial Attached SCSI (SAS) tape drive
- XVI Archive and Back-up software

Compatible with XVI Mark 5 cabinet and PR0070 LT04 tape cartridges.

5 **XVI Archive Tape Cartridge LT04**
Tape cartridge, LT04.
Use with the XVI Archive system to archive, restore and back-up data from XVI.

1 **Extra Collimators**
Provision of additional XVI collimators for imaging.

Includes:-
VolumeView cassettes: L10, M2, L2

1 **XVI TFT Monitor**
Specification for high resolution 17' Flat Panel Monitor.
The TFT monitor will fit neatly into the linac control area.
It is used to display the high resolution images acquired on XVI, from PlanarView™, MotionView™, and VolumeView™ .

1 **iViewGT™ Infinity Hardware**
Retractable arm for iViewGT™

iViewGT™ provides:
- Rigid and fully retractable slimline detector for maximum accessibility and clearance.
- Large, square active area and wide lateral and longitudinal movement accommodating all patient anatomies.
- Automatic and manual arm movement for efficiency of use.
- Fully interlocked safety features for operator confidence and patient comfort.

1 **iViewGT™ PC running release 3.4 SP2**
High performance PC hardware for use on iViewGT™ imaging systems.
Microsoft Windows XP Professional SP2 operating system and iViewGT™ release 3.4 SP2 software pre-installed.

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

1 **R3.4 S/W License for iViewGT™ Portal Imaging System**
Software license for the iViewGT™ portal imaging system
iViewGT™ R3.4 software provides:
- Full image acquisition capability for iViewGT™ customers
- Enhanced image display options offering superior structure visualization. (Enabled with the CLAHE (Contrast Limited Adaptive Histogram Equalization) algorithm)
- Extensive networking capabilities through DICOM
- Automated DICOM export of acquired images
- Sophisticated tool set for efficient image acquisition
- Confident tracking of sophisticated treatments such as IMRT, with fast continuous synchronized imaging
- Enhanced printing for display of images
- Export image log for trend analysis facility

1 **DICOM 3.0 software interface for image transfer**
The international standard interface protocol for network transfer of medical images.

1 **iView™ IMRT Verification Software License**
This software expands existing iView™ functions to verify multiple segment beams for IMRT. The iView™ image acquisition is triggered automatically and the image taken depends on whether the user selects single, multiple or movie image.

1 MRT 7261,IVIEWGT,XRD,1640 AL,MV,ROHS,DETECTOR,PANEL

1 **Template Matching Software License**
The template matching option enables the user to compare the portal image with a nominated reference image for any set-up error.

The set-up error is measured by matching visible anatomy and the field edge on the referenced image with the portal image. The user can move the templates to provide an image displacement.

1 **Patient Auto Select Software License**
This enables the prescription selected on the Linac to automatically select or create that patient record on iViewGT™ / iViewC™ using the iCom-Vx protocol. In addition, images will automatically be acquired and stored in the iViewGT™ / iViewC™ database without further operator intervention.

1 **Software License Image Approval**
This allows the user, assigned with the 'review' permission, to approve or disapprove any image within iViewGT™ or iViewC™.

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

1 **External Portal Imaging Interface**
A mechanism where user and system events in iView™ are sent to an external customized program. Could be used as an interface to third party systems or for analysis of image data.

1 **Laser back pointer assembly**
Comprising:
- Fiber optic laser back pointer (Class 2 laser)
- Mechanical mounting kit
- Laser warning label

For customers requiring a laser back pointer who are purchasing the iViewGT™ as a factory fit or upgrade.

1 **Flat panel monitor for iView**

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

1 **Symmetry™ License**
4D Acquisition, In line Reconstruction and Registration

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

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

1 **3D Automated Seed Match License**
This functionality employs an optimized 3D registration algorithm to register implanted markers, providing fast, efficient registration without compromising on 3D volumetric information.

1 **Precise Table or Pedestal Pit Kit**
This kit provides the necessary fixings, floor boards and template to install a Precise Table into a custom built Pit or a modified Pedestal Pit.

1 **Independent X/Y movement of table top**
To save time, in reaching the desired position, this kit allows the X/Y brakes to be released independently.

1 **iBEAM® evo Extension 650**
The iBEAM® evo Extension 650 is designed to support the patients upper body and extends off the end of the iBEAM® evo Couchtop by 650 mm, thus allowing for treatment of the prostate in very tall patients.

1 **Beam Block Tray - Slotted**
Acrylic beam block tray with parallel slots.
Trays are designed with threaded, removable plugs for the coding of each block.
Specially designed for use with the EOS shadow tray assembly.

1 **Electron Beam Shaping Mold**
Comprising:
- A base plate with mechanism to level it flat on any table.
- Adjustable Arm attached to the above base to hold down the styrofoam precut prior to pouring the cerrobend.
- Five aluminum casting casings for 6, 10, 14, 20, 25 cm electron applicators. The casting will produce masks which can be coded and fitted to the Elekta electron applicators locking mechanism.
- Five rubber molds for the above applicators.
- Hot wire cutter for 220 volts and 110 volts.

1 **Hook and Latch Magnification Graticule**
Solid Frame Port Film magnification graticule that attaches directly to the linac, taking the place of the coded shadow tray, thus providing more clearance between the patient and the accessory.
Used in treatment verification for situations where simultaneous fitment of blocking tray is not required.

1 **20' Flat panel control room monitor**

1 **Remote Automatic Table Movement License**
Remote Automatic Table Movement License with either XVI or MOSAIQ.
This license enables the user to make the translation correction movements remotely and automatically at the Precise Table. This movement can either take place following a registration as part of an on-line VolumeView™ imaging workflow or the Precise Table can be moved remotely and automatically to coordinates entered into MOSAIQ.
It should be noted that if customers have XVI, they will only be able to have this functionality when using on-line image workflows. This feature is only available with MOSAIQ when the Linac does NOT have XVI imaging capability.

1 **Table ASU License**

In addition to normal linac ASU, the user is able to separately request the auto setup of the table isocenter from inside and outside the room.

1 **IntelliMax™ Intelligent Agent**
This License provides only the IntelliMax™ Intelligent Agent license. Any provision of services relating to the use of data collected by the Agent (via the IntelliMax™ Enterprise) should be negotiated as part of the Service Contract between the Customer and the BU/distributor.
IntelliMax™ Intelligent Agent requires a dedicated PC. Provision of this PC must be negotiated between the Customer and the Elekta BU/Distributor. A specification of the PC can be obtained from your Elekta representative.
IntelliMax™ Intelligent Agent also requires a direct internet connection to the Agent PC opening secure port 443 (https).

1 **Set of manuals**

1 **Order two sets of pre defined terminated cable kits**
Pre installation treatment room and Inter bay terminated cable kits

1 **Customer Interface Terminal Board**

1 **Turbo Starter Kit for Linear Accelerators**
Ancillary equipment required for the installation and maintenance of any Precise Digital Accelerator.
Comprising:
- Rotary vacuum pump
- Turbo molecular pump attachment for rapid pump down times and higher roughing vacuum

1 **General Function Key Pad**
The Function Key Pad provides the following features:

- MV Start, Interrupt and Terminate
- LED's to indicate radiation on / off status
- Linac Assisted Setup (ASU) – facilitating automatic gantry and diaphragm rotations
- Table ASU – facilitating automatic table translations and isocentric setup
- Imaging ASU – facilitating automatic remote retraction of the iViewGTTM detector

This Function Key Pad has been ergonomically designed to ensure comfort during prolonged ASU periods.

1 **Synergy® cable reeling**

1 **Agility Service Tool**
Tool to support maintenance of the Agility beam shaping device.

1 **Agility Upgrade Cable Kits**
Treatment room and Interbay terminated cable kits for Elekta delivery systems upgrading to the Agility Beam Shaping Device only.

1 **iViewGT ™ Warranty**

1 **Room Lasers, Red, Re mote**
Laser patient alignment system, red lines with remote control adjustment.
Set of 4 red room lasers.
Comprising 3 crosshair and 1 line sagittal laser.
Featuring extremely fine lines (< 1mm), high precision adjustment at the isocenter and easy to install, stable mounting bracket.

Inclusive of switchable (110v to 240v) Power Supply and universal main adaptor and remote hand-held controller.

2 **Clinical academic course: IMRT/VMAT**
The objective of this clinical program is to present the steps required to implement IMRT/VMAT for routine treatment on Elekta's linear accelerators.

Target groups
Radiation oncologists
Medical physicists
Dosimetrists
Radiation Therapists/Radiographers
Content:

- Commissioning the linear accelerator and treatment
- planning system for IMRT/VMAT
- Acquisition of beam data
- Dosimetry and stability of beam segments of small MU and dimensions
- Methods to establish the appropriate margins for IMRT/VMAT
- Inverse planning methods for IMRT/VMAT
- QA tools for IMRT/VMAT delivery
- Demonstrations performed on Elekta linear accelerators
- 2-day course

2 **Elekta® - IGRT Clinical Training Course**
To provide clinical understanding of the use of 4D image guided radiation therapy and give practical guidelines in the use of Elekta linac.

Content

- Introduction to IGRT - clinical experience and benefits
- General clinical workflows
- Image acquisition - calibration and basic QA
- Data communications (TP-XVI)
- Image registration
- Set-up deviation handling - decision rule - table correction
- Protocol - correction of error
- Practical workflows (on/off-line)
- Lectures on different clinical indications (pelvis, lung, head & neck and breast)
- Practical hands-on
- QA sessions and planning

Pricing Includes:

- Tuition for one user

Pricing Does Not Include:

- Airfare

- Hotel
- Travel related expenses

Training centers and duration 2-3 day course at:

- The Netherlands Cancer Institute (NKI/AVL), Amsterdam, the Netherlands
- Princess Margaret Hospital, Department of Radiation Oncology, Toronto, Canada
- Swedish Cancer Institute, Seattle, Washington, USA
- Or an alternate collaborating training hospital.

Target group

- Radiation Oncologists
- Physicists
- Radiation Therapists/Radiographers

Pre-requisite: None

For further information please contact: info.education@elekta.com

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

2 **Clinical academic course: SBRT**

Objective:
This advanced clinical training program is designed to present the processes required to implement Sterotactic Radiation Therapy (SRT) / Radiosurgery (SRS) utilizing Elekta Axesse™ and other Elekta linear accelerators stereotactic capabilities.

Target groups

- Radiation Therapists/Radiographers
- Dosimetrist
- Radiation Oncologists
- Physicists

Content:

- Understand dose selection, fractionation and planning techniques
- Become familiar with imaging requirements (pre/post treatment)
- Practice setup and verification
- Observe and discuss delivery of SRT/SRS
- Increase confidence to implement SRT/SRS into routine clinical practice
- Provide theoretical background to Stereotaxy and dose escalation/ hypofractionation
- Demonstrate the use of Elekta SRT systems for target localization
- Practical session in patient setup, positioning and immobilization
- Dose selection, fractionation and planning techniques

Training centres

- 2-day course held at European centre in collaboration with Elekta.
- 2-day course held at: Wake Forest School of Medicine, Winston Salem, NC , USA

1 **Applications Training for Standard Therapy on the Desktop**

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

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

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

1 **HexaPOD™ evo RT System Training**
The 2-day HexaPOD™ evo RT CouchTop and iGUIDE® course (travel inclusive) provides training for 4 radiation therapists in the clinical use of the HexaPOD™ evo RT CouchTop and iGUIDE® software. Successful participants will be equipped with the knowledge and skills to operate the system effectively. The course does not provide training in the principles or techniques used in radiation therapy.

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

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

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

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

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

1 **Elekta Site Marketing Guide**

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

I. Binder

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

II. CD-ROMs
CD-ROM #1 - 3
Elekta Site Marketing Templates & Materials
The CD-ROMs contains PowerPoint Presentations, brochures and advertisement templates to help your center market to the patient populations as well as direct mail templates and press release templates to assist in marketing to referring physicians and product photos which can be used to produce brochures, patient education pieces, advertising, etc.

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

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

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

1 **Power Distribution Unit for Elekta® Linear Accelerator - 480 Volt Input**
The PDCU incorporates a transformer, output circuit breakers, filtering for high frequency noise, distortion, and transient pulse suppression, in one cabinet. This reduces site preparation costs and complexity for the customer.

1 **Medical Gases SF6 for Installation and Service**
Includes:
- 44-liter cylinder for SF6 gas
- 115 lbs of SF6 gas
- Regulator
- Delivery

1 **Medical Gases Nitrogen for Installation and Service**
Includes:
- 16-liter cylinder for Nitrogen (N2) gas
- Nitrogen (N2) gas
- Regulator
- Delivery

1 **A Frame for Installation/Service**
Includes:
- A Frame
- Trolley
- Hoist (pulley)
- Delivery Note: Not required if iBeam is in place.

1 **Close Circuit TV System-Color**

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

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

1 **Elekta Oncology Engineer Technical Training (EOE) 1**
Objective
Basic understanding of both electrical and mechanical operation of:
- Linear Accelerator
- iViewGT & XVI
- Precise Table
- MLCi & Beam Modulator
- Computer Systems

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

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

Precise Table
- Safety and Geography
- Calibration and ASU setup
- Principles of Operation
- Corrective and Planned Maintenance

- Trouble Shooting

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

Computer SystemsOverview and Principles of Operation of:
- Linac Control System
- iViewGT Control System
- XVI Control System

Pricing Includes:
- Tuition for one user

Pricing Does Not Include:
- Airfare
- Hotel
- Travel related expenses

Assessment Three (3) theory assessments

Training center and duration 15-day course at training center in Europe or USA.Target group
- Hospital physicists
- Hospital engineers
- Elekta and distributors

Pre-requisite:
- None

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

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

1 **Elekta Oncology Engineer Technical Training (EOE) 2**

Objective

A competent student will be able to:

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

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

Content:

Linear Accelerator beam physics
- Control systems- Measurement techniques
- High tension and RF
- Beam energy
- Beam transport
- Electrons
- Fault finding

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

Pricing Includes:
- Tuition for one user

Pricing Does Not Include:

- Airfare
- Hotel
- Travel related expenses

Assessment:
- Two (2) theory assessments

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

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

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

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

10000 **Customer Education Fund**
The Education Fund must be used toward legitimate educational activities related to the optimal operation of the Elekta product(s) purchased by customer, the cost for which shall be reasonable and in-line with fair market value. This Education Fund must be used within two (2) years of the of the Agreement date. Elekta does not require a prior approval of each item so long as such educational spend (and any travel related thereto) is legitimate, directly related to the optimal operation of the Elekta product(s) purchased hereunder, reasonable, and in-line with fair market value. All of Customer's employees attending the educational training for which the Fund is spent must be individuals who will be operating the Elekta products contained in this Agreement. As a reimbursement fund, after an educational cost (or education-related travel cost) is incurred, the Customer will request reimbursement from Elekta with a reimbursement request containing copies of all relevant POs and invoices, if available. At the discretion of Elekta, a detailed justification for an item or expense may be required prior to reimbursement. In no event will Elekta reimburse Customer for expenses incurred that violate Customer's or Elekta's internal policies and procedures, industry codes of ethics and/or applicable laws. Elekta's travel policy is available for Customer's review.

10000 **Continuing Education Grant**
Reserve for grant allocated for customer tuition to industry-related and professional continuing education. (e.g. IGRT training, local symposia, etc.) This grant is limited to the amount shown and must be distributed within 24 months after equipment acceptance.

1 **Aperture Plate Electron Beam Applicator 25 x 25 cm**
Fitted with spring loaded touch guard, coded end frames and electrical connection to linear accelerator.
The X-ray diaphragms are then set automatically to the optimum position.
A unique hook and latch mounting system enables easy and rapid attachment.

1 **HexaPOD™ evo RT CouchTop with iGUIDE® 2.0 Tracking System**
This package can be used for a Precise as well as for a Elekta Synergy or an Axesse.
This package supplies the user with all the necessary hardware and software for a complete HexaPOD™ evo RT System installation.

1 **Water Changeover Panel for Elekta Water Chiller**
The Water Changeover Panel will enable a single fluid chiller to feed two Linac Units automatically in the event of a fluid chiller fault condition.

PHILIPS HEALTHCARE
A division of Philips Electronics North America Corporation
22100 Bothell Everett Highway
P.O. Box 3003
Bothell, Washington 98041-3003

PHILIPS

Quotation #: 1-155PRCB	Rev: 6	Effective From: 16-Dec-14	To: 30-Mar-15

Presented To:

MARGARET R PARDEE MEMORIAL
800 N JUSTICE ST
HENDERSONVILLE, NC 28791-3410

TOM DELLINGER
RADIATION THERAPIST
Tel: (828) 696-1334

Alternate Address:

Presented By:

Brett Kimball
Account Manager
Tel:
Fax:

Amy Morrow
Regional Manager
Tel: (828) 553-3118
Fax:

Date Printed: 16-Dec-14

Submit Orders To:
22100 BOTHELL EVERETT HWY
BOTHELL WA 98021
Tel: (888) 564-8643
Fax:(425) 458-0390

The Service information contained in this Quote is subject to a separate service proposal.

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

Quote Solution Summary

Line #	Product	Qty	Price
	100017 Brilliance CT Big Bore Oncology Systems	1	$599,177.52
		Equipment Total:	$599,177.52

Solution Summary Detail

Product	Qty	Each	Monthly	Price
100017 Brilliance CT Big Bore Oncology Systems	1	$599,177.52		$599,177.52
SVC0130 Protection POS			$7,774.50	

The Service information contained in this Quote is subject to a separate service proposal.

Buying Group: NOVATION **Contract #: XR11011 CT**

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Payment **0% Down, 80% Shipment, 20% Due When the Product is Available for First Patient Use, Net due 10 days from date of invoice**

Quote Summary

100017 Brilliance CT Big Bore Oncology Systems

Qty	Product
1	NNAC463 Brilliance CT, Big Bore Onc.
1	NCTA485 Keyboard Language - English
1	NCTA020 Operator's Manual - English
1	NCTA170 Oncology
1	NCTD373 LAP CARINAlso3 red(Floor)
1	NCTD293 O-MAR
1	NCTA082 30-min Console UPS
1	989605200561 Teal 100kVA Isotran LM
2	989801292078 Full Travel Package for OffSite Training

Options

Qty	Product
2	989801292279 CT ONC Motion Mgt Rad Therapy

100017 Brilliance CT Big Bore Oncology Systems

System Type: New
Freight Terms: FOB Destination
Warranty Terms: Part numbers beginning with two (2) asterisks (**) are covered by a System 12 Months Warranty. All other part numbers are third (3rd) party items.
Special Notations: Contingencies must be removed 120 days before scheduled shipment to assure delivery on specified date. Any rigging costs are the responsibility of the Purchaser.
Additional Terms:

Line #	Part #	Description	Qty	Each	Price
1	**NNAC463	Brilliance CT, Big Bore Onc.	1	$524,315.12	$524,315.12

The Brilliance CT Big Bore oncology configuration is designed to meet the unique needs of radiation oncology focusing on accuracy, patient positioning, imaging performance and radiation oncology workflow. This configuration also has the added benefit of being ideal for use in a multipurpose environment where CT imaging procedures for trauma, bariatric or general radiology are required in addition to CT simulation.

At Philips, we understand that radiation oncology demands more from imaging systems than simply image quality. Our solutions build on customer insights to assure that accuracy and efficient workflow are a part of everything we do.

Brilliance Big Bore Key Features

- 85cm bore size and 60cm true scan field of view
- Tumor LOC simulation and patient marking application
- Pulmonary Toolkit for Oncology for respiratory correlated imaging
- Patient couch which supports a table load of up to 295 kg (650 lbs) and flat therapy table top for oncology
- Patient couch-flat therapy table top combination complies with AAPM TG-66 guidelines for positional accuracy
- iPatient
- iDose4 Iterative Reconstruction technology
- Dose management software that provides more options for achieving low dose without sacrificing image quality
- Philips MRC X-Ray Tube
- 16-Slices per rotation

Features

Tumor LOC
The Tumor Localization (Tumor LOC) application provides the tools necessary to perform accurate and efficient CT simulation and patient marking directly on the scanner console. These tools offer workflow flexibility and productivity in situations such as palliative and urgent simulations, "Sim and Treat", and simple simulation cases. Features and capabilities of Tumor LOC software include:

- Visualization and analysis of standard and respiratory correlated (4D) CT datasets.
- Maximum, minimum and average intensity projections.
- Routine and dynamic generation of Digitally Reconstructed Radiographs,(DRRs), Digitally Composited Radiographs, (DCRs), and Multiplanar Reformatted Reconstruction, (MPRs), images.
- Isocenter management which supports generation of a single isocenter or separate isocenters for multiple target volumes or general regions.
- Support for absolute and relative marking as well as export of isocenters and structure sets as

DICOM RT structure, DICOM RT plan and DICOM RT Image.
- Contouring and editing tools for delineation of critical structures and target volumes.
- Tools to assess organ motion, including cine and slab image display of single or multiple respiratory phases, as well as review and analysis of breathing waveform and breathing statistics for multiphase 4D CT.
- Multiple radiotherapy machine characterizations
- Visualization and analysis of multiple treatment beams
- Beam modifiers such as blocking and MLC capabilities

Pulmonary Toolkit for Oncology
The Pulmonary Toolkit for Oncology supports three different modes of operation including:
- Prospective Axial enables the user to trigger an axial scan at a particular breath level (threshold) as the patient continues to breath regularly..
- Prospective Spiral enables the user to visualize the breathing waveform and begin a spiral scan at a desired breath level. This mode is used in conjunction with breath-hold imaging.
- Retrospective Spiral (4D CT) results in the ability to generate multiple phases allowing for visualization of motion during the respiratory cycle. The resulting images can be used to assess motion of the tumor and critical organs, make decisions about gating the radiotherapy delivery, and delineate a target volume that encompasses the entire range of tumor motion.

In addition to conventional phase-based binning during reconstruction, the 4D CT mode also features TrueImage 4D Amplitude Binning. This feature uses a proprietary algorithm that incorporates the amplitude of the respiratory signal in addition to phase information when creating retrospective 4D-CT volumes. This approach can help reduce artifacts and enhance image quality for 4D studies for patients with uneven breathing patterns.

The Pulmonary Toolkit for Oncology supports respiratory surrogate devices such as:
- The Philips bellows device which is a pneumatic mechanism placed around the patient's chest or abdomen to dynamically observe changes in pressure caused by respiratory motion via a transducer linked to the CT scanner. The bellows device is included with the Pulmonary Toolkit for Oncology.
- The video-based tracking Real-time Position Management system, from Varian, (Varian RPM), software versions 1.6 and 1.7. The Pulmonary Toolkit for Oncology includes the necessary equipment to establish and maintain an interface between the scanner and the RPM device, but the Varian RPM device itself is not included. The customer should contact their Varian Medical Systems representative to ensure their RPM configuration is correct for the Philips Brilliance CT.

iPatient
Philips' iPatient is an advanced platform that delivers focused innovations to facilitate patient-centered imaging, now and in the future. This powerful Windows® 7-based platform will put our customers in control of innovative solutions that drive confidence and consistency through personalized patient centric workflow, increase the ability to do complex and advance procedures with ease and efficiency. iPatient removes unnecessary complexity and allows our customers to get the job done while driving confidence and consistency 24/7, and prepares for future innovations that will help improve the care being delivered to the patient.

Exam Cards
ExamCards are the evolution of the scanning protocol. With ExamCards, the results are planned, not the acquisition as traditionally done in CT; this reduces decision points and clicks, saves time and improves operator-to-operator consistency. ExamCards can include axials, coronals, sagittals, MPRs, MIPS, and other results, all of which will be automatically reconstructed and can be sent off to where they will be read with no additional work required by the operator.

MRC X-ray Tube
With its patented spiral groove bearing design, Philips' MRC tube dissipates heat as rapidly as it is collected, with an effective heat storage capacity far superior to a conventional ball bearing design. MRC X-Ray tube provides motion-free focal spot guarantees optimized image quality

Detector
Detector design is fundamental to the objective of acquiring high quality images while minimizing patient dose. Philips designs configuration-specific detectors that minimize the separation between elements to always provide the highest geometric detector efficiency. Direct-to-digital signal conversion with TACH technology reduces dose and improves image quality.

Material: Solid State - GOS
Slip Ring: Optical - 2.5Gbps transfer rate
Slice Collimation: 16 x 0.75mm, 16 x 1.5mm, 8 x 3.0mm, 4 x 4.5mm, 2 x 0.6mm

Generator
The Brilliance generator uses modern, low-voltage slip ring technology to provide a constant high voltage to the CT x-ray tube assembly.

Output capacity: 60 kW
kV selections: 80, 100, 120, 140 kVp
mA selections: 20 to 500 mA

Scan Times
0.44, 0.5, 0.75, 1, 1.5, 2 seconds for full 360° scans
0.29, 0.33 seconds for partial angle 240° scans

Reconstruction
iDose4 Iterative Reconstruction Technology
The iDose4 iterative reconstruction technique gives you control of the dial so you can personalize image quality based on your patients' clinical needs. iDose4 enhances radiation oncology capabilities on the Brilliance CT Big Bore with improved image quality at low dose. This is important for contouring target volumes and critical structures in radiation therapy planning, and helping customers to improve accuracy and treatment of disease, sparing healthy tissue.

iDose4 reconstruction is achieved in seconds rather than minutes. iDose4 features the RapidView console – hardware advances designed specifically to satisfy performance requirements and processing power needed to allow iDose4 to be used routinely.

Adaptive filtering
Adaptive filters reduce pattern noise (streaks) in non-homogenous bodies, improving overall image quality.

RapidView 4D Reconstruction
RapidView 4D reconstruction is the result of years of advanced research, and was designed to satisfy the performance requirements and processing power needed to seamlessly integrate iDose4 into your department. RapidView 4D provides dramatic improvements in multiphase Pulmonary Retrospective 4D imaging workflow by displaying reconstructed retrospective images in under 4 minutes. This performance will allow clinicians to evaluate tumor motion within the patient's allotted simulation time slot. The RapidView 4D system employs true cone beam reconstruction algorithms and Phillips-patented back projection hardware to provide the user with the images they require, without compromise in image quality. The following features are a part of the RapidView reconstruction:

ConeBeam Reconstruction Algorithm – COBRA
Philips patented Cone Beam Reconstruction Algorithm (COBRA) enables true three-dimensional data acquisition and reconstruction in helical scanning.

Dose Management
Philips' DoseWise philosophy is a set of principles and practices that ensures the best possible outcomes with minimal risk to patients and staff. The Brilliance CT Big Bore platform employs a number of features that help provide high dose efficiency.

NEMA XR-29 Compliance
This system complies with the NEMA XR-29-2013 Standard Attributes on CT Equipment Related to Dose Optimization and Management. The standard includes a group of CT attributes that contribute to or help perform optimization/management of doses of ionizing radiation while still enabling the system to deliver the diagnostic image quality needed by the physician. It encompasses: DICOM Radiation Dose Structured Reporting, Dose Check Feature (Dose Notification and Dose Alerts), Automatic Exposure Control (Dose Modulation) and Reference Adult & Pediatric Protocols.

NEMA XR-25 (DoseCheck)
DoseCheck enables the ability to set dose thresholds and provides alerts and notifications to the scan operator when radiation dose levels will be exceeded.
There are two threshold level values: Notification Values, Alert Values

Notification values apply to a single image series, and Alert values apply to an overall exam. Both CTDIvol and Dose Length Product (DLP) values can be set.
For Alert values that will be exceeded, the system requires the user provide name and password information before proceeding to scan. Also, an additional indication will appear in the Dose Info Page Series when the Notification or Alert values have been exceeded during a scan.

DICOM Structured Report for Dose (DICOM SR)
Dose SR complies with the IEC, DICOM PS and IHE standards for dose reporting. The report includes CTDIvol and DLP dose values.

DoseRight ACS (Automatic Current Selection)
Personalizes the dose for each patient based on the planned scan by suggesting the lowest mAs settings to maintain consistent image quality at low dose throughout the scan.

DoseRight Angular Dose Modulation
Automatically controls the tube current angularly, increasing the signal over areas of higher attenuation (e.g., lateral) and decreasing signal over areas of less attenuation (e.g., anteroposterior).

DoseRight Z-DOM (Longitudinal Dose Modulation)
Automatically controls the tube current, adjusting the signal along the length of the scan, increasing the signal over regions of higher attenuation (e.g., shoulders, pelvis), and decreasing the signal over regions of less attenuation (e.g., neck, legs).

Dose Displays
- Volume Computed Tomography Dose Index (CTDIvol)
- Dose-Length Product (DLP)
- Dose Efficiency

Scan and Image Acquisition

Dedicated Oncology Protocols
Developed in collaboration with top cancer centers, dedicated oncology protocols provide simplicity for the CT sim therapist and ensure optimal results.

Locking Protocols
Prevents unapproved modification of scanning protocols through password-protection.

Scan Field of View
True scan field of view: 60 cm
Extrapolated field of view: 70 cm

Multi Surview Planning
Requested by radiation oncology users where patient positioning and alignment is critical, Multi Surview allows user to repeat the AP and LAT surviews until satisfied that their patient is properly aligned on the table top.

Scan Ruler
Provides a visual, highly interactive view of the entire procedure that allows 1-click updates to important study events.

Spiral Scanning
Multiple contiguous slices acquired simultaneously with continuous table movement during scans allowing for multiple, bidirectional acquisitions

Axial Scanning
Multiple-slice scan with incremental table movement between scans.

Dynamic Focal Spot
Dynamic Focal Spot (DFS) doubles the data sampling density from the detectors effectively doubling the number of detectors and providing ultra-high spatial resolution in axial and spiral scanning.

Dedicated Pediatric Protocols
Developed in collaboration with top children's hospitals, age and weight-based infant and pediatric protocols enhance image quality at low dose.

Dual Surview Planning
Provides flexibility in exam planning with both anteroposterior and lateral surviews.

Test Injection Bolus Timing
Establishes the optimum contrast injection delay timeusing a test injection. A real-time graph of the enhancement in a selected region of interest is displayed. The delay time is then selected to provide optimal peak contrast enhancement and reduced contrast usage.

Bolus Tracking
An automated injection planning technique that permits a user to monitor actual contrast enhancement and to initiate scanning at a pre-determined enhancement level. Combine with SAS for full automation.

Spiral Auto Start
Spiral Auto Start allows the injector to communicate with the scanner. This allows the technologist to monitor the contrast injection and to start the scan (with a predetermined delay) while in the scan room.

NOTE:
- Costs to upgrade an approved injector and any cabling is the responsibility of the user.
- Compatible with the following Injectors: Medrad Envision/Stellant, Medrad Vistron, Liebel-Flarsheim, Tyco CT 9000, Medtron CT 2, Nemoto Dual Shot, Mallinckrodt OptiVantage DH, E-Z-EM Empower, Swiss Medicare, Ulrich Injectors

Image Management, Storage, and Filming

DICOM 3.0-compliant image format. Lossless image compression/decompression is used during image storage/retrieval to/from all local storage areas. Images can be auto-stored to selected archive media

- 292 GB Hard Disk
- Image Storage Capacity 512 X 512 Image Matrix = 500,000 typical number of uncompressed images

DVD-RAM Storage
Provides a solution for data storage. DVD-RAM disks are written in a proprietary Philips format and are able to be read only on Philips EBW (v3.0.1 or higher), IntelliSpace Portal, and CT scanner units (v2.3 or higher) with a DVD-RAM drive.

- 4.7 GB DVD Image Storage Capacity: 512 X 512 Image Matrix = 15,000 typical number o f compressed images

Filming
Allows the user to set up and store filming parameters. Pre-stored protocols can be set to include auto-filming. The operator can film immediately after each image, at the end of a series, or after the end of a study, and review images before printing. The operator can also automatically film the study at three different windows and incorporate Combine Images functionality to manage large datasets. Basic monochrome and color DICOM print capability are supported.|

Networking
Network connections should be located within 10 feet of the console. The Brilliance CT supports 10/100/1000Mbps (10/100/1000BaseT) network speeds. For optimal performance, Philips recommends a minimum of 100Mbps network speed (1Gbps preferred) and for the CT network to be segmented from the rest of the hospital network.

DICOM Connectivity
Full implementation of the DICOM 3.0 communications protocol allows connectivity to DICOM 3.0 compliant scanners, workstations, and printers; supports IHE requirements for DICOM Connectivity. Further details on connectivity and interoperability are provided within the DICOM Conformance statement.

CD Writer
A Compact Disk (CD) drive creates a CD with DICOM images plus DICOM image viewing software, on very low cost CD media. The CD Writer permits a standard PC with a built-in CD drive to view and perform basic manipulation, such as zoom, pan, and window level, on the DICOM images stored on the CD.

- Image Storage Capacity: 512 X 512 Image Matrix = 1,200 typical number of uncompressed images

Operator Console, Patient Handling, and Setup

Philips provides an operator work environment that is both flexible and easy to use. The operators' console includes the necessary hardware to use the scanner including host computer, cabinets, dual monitor configuration, and control box. The system provides applications that assist clinicians to improve workflow and planning as well as post processing analysis and review to help you quickly gain the desired view. All of these combine in a graphical interface that allows you to easily execute scans and analyze images.

Manual Scan
Places slice-by-slice scans under operator control with on-line or off-line reconstruction, background image archiving to local or remote storage devices. At any time, the operator is able to switch from automatic to manual scan and back.

Automatic Scan
Enables automatic execution of pre-planned studies, with concurrent, on-line or off-line reconstruction, background image archiving to local or remote storage devices, without operator intervention

Patient Handling System
The patient handling system is comprised of the Brilliance CT Big Bore gantry and patient couch support.

Gantry
The gantry consists of two scan control panels, one on each side of the front gantry panel, for gantry tilt, patient couch elevation and stroke. A separate gantry scan control box is located at the operator console and includes functions such as emergency stop, intercom, and scan enable/pause buttons in addition to the controls of the gantry.

- Gantry Aperture: 85 cm diameter

- Gantry Tilt: -30 degrees to +30 degrees

Intercom System and Multilingual Autovoice
The intercom system provides two-way communication between the scan room and the operator console. Additionally, a standard set of commands for patient communication before, during and after scanning is available in several pre-selected languages. Customized messages can also be created. Pre-selected languages available include-English, Hebrew, German, French, Arabic, Danish, Spanish, Russian, Swedish, Italian, Georgian, Chinese, Japanese, Turkish and Portuguese.

Automatic Procedure Selection
Maps the procedure selection from the HIS-RIS with individual scan protocol(s) simplifying the scanning process. Only the most relevant scan protocol(s) for any requested procedure are shown to the user, ensuring that only the desired scanning procedures are performed. This is especially useful for infrequent users of the CT scanner.

Patient Couch
The patient couch is designed to address positional accuracy requirements for absolute patient marking in radiation oncology and to meet the growing need to support bariatric CT imaging. The patient couch consists of a carbon-fiber table top with foot pedal and handrail control for easy positioning and quick release. The couch is designed to support a load capacity of 295kg (650 lbs). The Flat therapy table top for oncology that complies with AAPM TG-66 guidelines when installed with bariatric couch. The following components are included:

Flat Therapy Tabletop kit:
The flat therapy tabletop features a comprehensive patient positioning system including the Indexed Immobilization licensed from Varian Medical Systems, Inc. The flat therapy tabletop supports immobilization accessories that deliver precision required for conformal and stereotactic procedures. The indexed surface allows the positioning system to be locked into place according to the treatment plan specifications. The combination of the flat therapy table top for oncology and the patient couch comply with AAPM TG-66 guidelines for positional accuracy.

The flat therapy tabletop also includes a phantom holder, water level phantom and laser calibration bar phantom with two Lok bars necessary for proper use of the laser calibration phantom. The phantom holder fits over the therapy tabletop, allowing the operator to perform calibrations with the QA phantom while the therapy tabletop is attached.

Also Includes

- *Expert Protocol Planning*
- *Preset Post-Processing*
- *DICOM Modality Worklist*
- *Prefetch Study*
- *Split Study*

Applications

Surview Plan
Planning via interactive mouse control of multiple, independent acquisition series of any type on Surview image.

Image Processing
The interactive image viewer is designed for fast, efficient and simple image review and filming purposes. Images can be handled individually or in user-selected groups.
- Image viewer window: Displays a single image or a selection of images.
- Zoom & Pan: Magnification from 0.8 to 10 times
- Scroll Bar, Leaf and Cine, Invert Image, Image Parameters Display

Organ ID
Automatically isolates lung images for better viewing, including lung limit detection, zoom and pan setting, lung windowing, image enhancement, and image filming.

Image Graphics
To help interpret clinical images, a variety of text and graphic aids can be individually positioned and manipulated with the mouse:
- Text annotation
- Cursors for pixel value measurements.
- Regions of Interest (ROI) - elliptical, rectangular, curved or freehand, with instantaneous calculation and display of area, average pixel value and standard deviation. Values of several ROIs may be added or subtracted.
- Lines, grid and scales for distance measurements, curved and freehand lines for measuring any shape.
- Arrows for pointing to features.
- Angle measurements.
- Histogram of pixel values in a user-defined region of interest.
- Profile of the pixel values along any line.
- Grid with adjustable spacing for distance assessment

Window Control
Eight user-defined preset windows provide fast and convenient window setting. Mouse-driven fine adjustments of the window center and width enable optimal image viewing
- Highlight Window: paints user-defined range of CT densities in color.
- Double Window: Simultaneous displays two independent CT density ranges on the same image, i.e. thorax slice with lung and mediastinum windows
- Invert Window: Ability to toggle between negative and positive image.

Also Includes

- *Quantitative CT Measurement Tool Package*
- *Volume Rendering*
- *Custom Image Filters*
- *CT Viewer*

ScanTools and ScanTools Pro
The ScanTools package of advanced components and productivity features streamlines routine imaging studies, and comes standard with your scanner. ScanTools Pro is a supplemental set of tools standard on your scanner that enhances productivity, workflow, and diagnostic confidence. The components of ScanTools and ScanTools Pro are located throughout the quote under the appropriate headings.

Siting Information
Power Requirements
- 200/208/240/380/400/416/480/500 VAC at 100 kVA and 50/60Hz
- Three-phase distribution source

Clinical Education Program for Brilliance CT Big Bore Oncology

Essentials OffSite Education: Philips will provide two (2) lead simulation therapists, as selected by customer, with in-depth lectures covering basic clinical applications, Philips-specific imaging techniques, protocol optimization and scan parameters. A Brilliance CT "system emulator" is used during the lab sessions to simulate all basic scanning operations without x-ray exposure. Students will graduate from this class with an 80% understanding of the base system functionality. The remaining 20% is covered during the Handover OnSite experience. This twenty-eight (28) hour class is located in Cleveland, Ohio, and is scheduled based on your equipment configuration, geography, and availability. Due to program updates, the number of class hours is subject to change without notice. Customer will be notified of current, total class hours at the time of registration. This class is a prerequisite to your equipment handover OnSite Education, and should be attended no earlier than two weeks prior to system installation. ASRT CEU credits may be available for each participant that meets the Guidelines provided by Philips during the scheduling process. **Travel and lodging are not included, but may be purchased through Philips. It is highly recommended that 989801292078 (CT Full Travel Pkg OffSite) is purchased with all OffSite courses.**

Handover OnSite Education: Clinical Education Specialists will provide twenty-four (24) hours of education for up to three (3) dedicated Therapy staff members. This training will encompass all aspects of data acquisition for CT Simulation. Monday is reserved for acceptance testing and commissioning if required. ASRT CEU credits may be available if the participant meets the Philips Guidelines. Note: Site must be patient-ready. Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.

Follow-Up OnSite Education: Clinical Education Specialists will provide twenty-four (24) hours of education for up to three (3) dedicated Therapy staff members, selected by customer. This course covers Tumor LOC and Respiratory Correlated Imaging. Schedule patients based on Training Guidelines. ASRT and MDCB credits may be available if the participant meets the Philips Guidelines. Note: Philips personnel are not responsible for actual patient contact or operation of equipment during education sessions except to demonstrate proper equipment operation.
It is highly recommended that 989801292077 (CT Cross Trainer Module) and 989801292221 (CT Cross Sectional Anatomy Module) are purchased.

100017 Brilliance CT Big Bore Oncology Systems

Line #	Part #	Description	Qty	Each	Price
		Note: The North America Clinical Education Specialists for Oncology are a team of Certified Medical Dosimetrists and registered Radiation Therapist with expert level knowledge of radiotherapy treatment planning and CT simulation. Education expires one (1) year from equipment installation date (or purchase date if sold separately). Ref #234194080-100614			
2	**NCTA485	**Keyboard Language - English**	1		
3	**NCTA020	**Operator's Manual - English** Operator's Manual • English	1		
4	**NCTA170	**Oncology** Primary Use of Scanner • Oncology	1		
5	**NCTD373	**LAP CARINAiso3 red(Floor)** LAP DORADO 3 CT Simulation Laser System with three red movable lasers for identifying the isocenter location: One Ceiling-mounted Sagittal Laser, and two (Side) Lasers mounted on floor posts on each side of the patient support. The LAP laser system along with the CARINAiso software and control console completes the integration of Tumor L.O.C. CARINAiso software imports patient's surface, isocenter, MLC and field information, along with patient orientation and patient data to enable automatic movement of lasers to patient marking position. LAP will provide one (1) year warranty, preinstallation support by email and phone, and one (1) on-site visit for installation and training of two (2) days duration. Note: Transfer of isocenter position from Tumor LOC to CARINAiso for automatic movement of laser to patient marking position is only applicable if system has Tumor LOC and an absolute marking couch (ie. Brilliance Big Bore).	1	$36,005.52	$36,005.52
6	**NCTD293	**O-MAR** Metal Artifact Reduction for Orthopedic implants reduces artifacts in image data caused by high density metal objects such as prosthetic hip replacements. This artifact reduction may aid diagnosis and help treatment planning accuracy by enhancing visualization of critical structures and target volumes *Prerequisite:* For installed base upgrades on Brilliance CT-16-slice, Brilliance CT 64-channel, Brilliance CT 64-channel w/ Essence technology, Ingenuity family and iCT family. O-MAR requires iDose4.	1	$26,037.12	$26,037.12
7	**NCTA082	**30-min Console UPS** Uninterruptible Power Supply (UPS) provides up to 30 minutes of battery backup for computer/reconstruction system.	1	$2,578.72	$2,578.72
8	**989605200561	**Teal 100kVA Isotran LM**	1	$6,106.00	$6,106.00
9	**989801292078	**Full Travel Package for OffSite Training**	2	$2,067.52	$4,135.04

100017 Brilliance CT Big Bore Oncology Systems

Line #	Part #	Description	Qty	Each	Price

Includes one (1) participant's airfare from North American customer location to Cleveland, Ohio, with modest lodging, ground transportation, and meal expenses. Breakfast/dinner provided by the hotel, and lunch/breaks are catered by Philips. All other expenses will be the responsibility of the attendee. Details are provided during the scheduling process.
Note: Cancellation/rescheduling policy strictly enforced.
Expires one (1) year from the earlier of equipment delivery date or purchase date.

100017 Brilliance CT Big Bore Oncology Systems

NET PRICE $599,177.52

Buying Group: NOVATION Contract #: XR11011 CT

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

Price above does not include any applicable sales taxes.

The preliminary delivery request date for this equipment is:_____.

If you do not issue formal purchase orders indicate by initialing here_____.

Tax Status:

Taxable ✓ Tax Exempt_____

If Exempt, please indicate the Exemption Certification Number:_____, and attach a copy of the certificate.

Delivery/Installation Address:
Joint Medical Education Facility
Pardee Cancer Center & Surgical Associates
Hendersonville, NC 28791

Invoice Address:
_____

Contact Phone #:
828-696-1170

Contact Phone #:
_____

Purchaser approval as quoted:
Nakitha Calloway

Date:
_____

Title:
Director of MM

This quotation is signed and accepted by an authorized representative in acknowledgement of the system configuration, terms and conditions stated herein.

100017 Brilliance CT Big Bore Oncology Systems

OPTIONS

SELECTION OF ANY OPTION WILL INCREASE THE CONTRACT PRICE BY THE AMOUNT SHOWN IN THE PRICE COLUMN. OPTIONAL EQUIPMENT PRICING VALID ONLY IF PURCHASED IN CONJUNCTION WITH EQUIPMENT QUOTED.

Line #	Part #	Description	Qty	Each	Price	Initial
1	**989801292279	CT ONC Motion Mgt Rad Therapy	2	$1,988.00	$3,976.00	

This 2-day course is held at Washington University School of Medicine, St Louis MO, and is intended for radiation oncologists, medical physicists, dosimetrists, therapists, and others who want to gain exposure to Respiratory Correlated Imaging and understand the benefits of how it can be implemented in their clinical environment to improve patient care. The course is taught by physicians, medical physicists, and other professionals from an institution leading the way in this area. The course consists of lectures, discussions, and hands-on learning lab exercises. Topics include clinical indications, scanning process, review and analysis of 4D CT studies, treatment planning, commissioning and QA, and treatment delivery. The goal is to facilitate easier implementation of respiration motion management using Philips equipment in the attendee's clinic.

Accreditation will be offered for CAMPEP, ASRT and MDCB. Philips Oncology Schedule Coordinators manage course dates and scheduling. Program updates, course dates/times, and topics are subject to change without notice. Attendees receive updated information regarding schedule changes. This quote covers tuition costs for one (1) person. Travel, lodging and transportation are the responsibility of the attendee.

Cancellation Policy For MMRT Course:

Cancellations made in writing 60 days prior to the first day of the course will be refunded less a $300 administrative fee. Cancellations made in writing between 30 and 60 days prior to the first day of the course will be subject to a 50% cancellation fee. No refunds will be given less than 30 days prior to the first day of the course. No telephone cancellations will be accepted. In the unlikely event that the course is cancelled by the training site, Washington University will refund the registration fee, but is not responsible for any travel costs. Attendee is responsible for any cancellation fee incurred.

PHILIPS PRODUCT WARRANTY

COMPUTED TOMOGRAPHY (CT) SYSTEMS

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation.

TWELVE (12) MONTH SYSTEM WARRANTY
Philips warrants to Customer that the Philips CT System (the "System") will be free from defects in material and manufacturing workmanship for a period of twelve (12) months after completion of installation or availability for patient use, whichever occurs first. If an X-ray tube, Chiller Unit, Power Conditioner Unit, CT Injector Unit, Option, Upgrade or Accessory is purchased from Philips, they will be covered by the special warranty set forth below.

PLANNED MAINTENANCE
During the warranty period, Philips service personnel will schedule planned maintenance visits, in advance, at a mutually agreeable time on weekdays, between 8:00 A.M. and 5:00 P.M., excluding Philips observed holidays.

SYSTEM OPTIONS, UPGRADES OR ACCESSORIES
Any commercially available options, upgrades, or accessories for the System which are delivered and/or installed on the System during the original term of the System warranty shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire on the later of: a) upon termination of the initial twelve (12) month warranty period for the System on which the option, upgrade or accessory is installed, b) after ninety (90) days for parts only from the date of installation. Any commercially available options, upgrades, or accessories for the System which are delivered and/or installed on the System after the original term of the System warranty has expired shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire the later of: a) after ninety (90) days for parts only from the date of installation, or b) on the twelve (12) month renewal date of any current service agreement then in effect on the System.

X-RAY TUBE WARRANTY
BRILLIANCE CT SERIES -MRC X-RAY TUBES:
INGENUITY CT SERIES - MRC X-RAY TUBES:
ICT SERIES - MRC X-RAY TUBES:
MX16 SERIES – CTR2150 X-RAY TUBES:
The CT X-ray Tube ("tube") warranty period is for twelve (12) months from the date of installation or availability for patient use, whichever occurs first. If a tube becomes inoperative or fails when operated within this twelve (12) month warranty period, upon return of the tube, Philips will provide a replacement tube at no additional charge. The replacement tube will be warranted for the balance of the original twelve (12) month warranty.

All claims under this Tube warranty must be made within sixty (60) days of failure, or fourteen (14) months of (1) the date of installation (if installation of the tube is performed by Philips) or (2) the delivery (if installation of the tube is not performed by Philips), which ever comes first.

CHILLER UNIT, POWER CONDITIONER UNIT OR INJECTOR UNIT WARRANTY
The System can be purchased with an optional Chiller Unit, Power Conditioner Unit or Injector Unit. If any of these Units are purchased with the System, Philips will include these Units under the twelve (12) month System warranty as an OEM Warranty pass through. Authorized representatives of the Original Equipment Manufacturer will perform warranty service on each of these units.

SYSTEM SOFTWARE AND SOFTWARE UPDATES
The software provided with the System will be the latest version of the standard software available for that system as of the 90th day prior to the date the System is delivered to Customer. Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty. "Updates" shall mean changes to the right of the decimal point for the software shipped with the product.

All software is and shall remain the sole property of Philips or its software suppliers. Use of the software is subject to the terms of a separate software license agreement. Customer must sign all such license agreements prior to or upon the delivery of the product. No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.

Any Philips maintenance or service software and documentation provided with the product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System. Customer agrees to restrict the access to such software and documentation to Philips' employees and those of its authorized agents, and to authorized employees of Customer only.

WARRANTY LIMITATIONS
Philips' obligations under the System warranty are limited, at Philips' option, to the repair or the replacement of the System or a portion thereof, or to a credit or refund of a portion of the purchase price paid by Customer. Any refund will be paid to Customer when the System is returned to Philips. Certain of the parts used in the manufacture or installation of, or in the replacement parts for, this System may contain refurbished components. If such components are used, they will be subject to the same quality control and inspection procedures as new components. Any System warranty is made on condition that Philips receives written notice of a System defect during the warranty period, and within thirty (30) days following the discovery of the defect by Customer. Philips' obligations under the System warranty do not apply to any System defects resulting from: improper or inadequate maintenance or calibration by Customer or its agents; Customer or third party supplied software, interfaces, or supplies; use or operation of the product other than in accordance with loss, or damage in transit; improper site preparation; operation of the system outside its environmental, electrical, or performance specifications; unauthorized maintenance or Philips' applicable product specifications and written instructions; abuse, negligence, accident, modifications to the System; or to viruses or similar software interference resulting from the connection of the product to a network. Philips does not provide a warranty for any such third party products furnished to Customer by Philips; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product. The obligations of Philips described above are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a System warranty. Repairs or replacement parts do not extend the term of this warranty.

THE WARRANTIES SET FORTH IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO THIS SYSTEM (INCLUDING THE SOFTWARE PROVIDED WITH THE SYSTEM) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE SYSTEM, THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

ACCESS TO SYSTEM
Philips shall have full, free and safe access to the System and Customer's operation, performance and maintenance records for the System, on each scheduled or requested warranty service visit. Philips shall also have access to and use of any machine, service, attachment, features or other equipment required to perform the necessary service contemplated herein at no charge to Philips. Customer waives warranty service if it does not provide such access to the System and Customer's records. Should Philips be denied access to the System and Customer's records at the agreed upon time, a charge equal to the appropriate hourly rate will be accepted by Customer for "waiting time."

WARRANTY SERVICE
In the event it is not possible to accomplish warranty service within normal working hours (8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips observed holidays), or in the event Customer specifically requests that warranty service be performed outside of Philips normal working hours, Customer agrees to pay for such services at Philips standard service rates in effect. Customer Support Agreements are available for extended coverage.

TRANSFER OF SYSTEM
In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation. Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications. Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed. Any System, which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations, will remain covered by this warranty.

CONDITIONS
This warranty is subject to the following conditions: the System (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips), (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips written instructions and for the purpose for which the products were intended, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the System, and (d) Customer is to notify Philips immediately in the event the System at any time fails to meet its printed performance specifications.

LIMITATIONS OF LIABILITY AND DISCLAIMERS

The liability, if any, of Philips AND ITS AFFILIATES for damages whether arising from breach of the terms in the quotation, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise with respect to the products and services is limited to an amount not to exceed the price of the product or service giving rise to the liability.

IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF THE TERMS IN THIS QUOTATION, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT. PHILIPS SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER.

FORCE MAJEURE

Philips and Customer shall each be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to: acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

Philips system specifications are subject to change without notice Document Number 4535 983 03551 999

Non Disclosure Agreement for Philips Confidential Pricing Information

The parties specified below agree to the following terms:

A. Philips

Name	Philips Healthcare, a division of Philips Electronics North America Corporation
Address	22100 Bothell-Everett Highway, Bothell, WA 98021 United States of America

B. Company

Name	MARGARET R PARDEE MEMORIAL
Address	800 N JUSTICE ST HENDERSONVILLE, NC 28791-3410

C. Confidential Information

Authorized Purpose	To evaluate Philips' confidential information relating to pricing for imaging equipment ("Pricing") in connection with the potential purchase of such imaging equipment.
Period	Begins on the date Pricing is first disclosed and continues for 5 years from date Pricing is last disclosed.

D. Philips Contact

Name	Brett Kimball
Title	
Telephone	
Fax	
e-mail	
Signature	

Company Contact

Name	
Title	
Telephone	
Fax	
e-mail	
Signature	

1. The following terms and conditions (the "Agreement") apply to Pricing disclosed by Philips and its Affiliates ("Philips") to Company and its Affiliates ("Company"), in connection with the Authorized Purpose.

   (a) Subject to Philips' prior written consent, Company may disclose, or request that Philips disclose, Pricing to Company's Affiliates that need to know the Pricing for carrying out the Authorized Purpose, provided they are advised of and agree to be bound by this Agreement. Company is responsible for any breach of this Agreement by its Affiliates.

   (b) An Affiliate is any corporation, company, or other entity, that: (i) is under the Control of a party hereto; or (ii) has Control of a party hereto; or (iii) is under common Control with a party hereto. For this purpose "Control" means that more than fifty percent (50%) of the controlled entity's shares or ownership interest representing the right to make decisions for such are owned or controlled, directly or indirectly, by the controlling entity.

2. Philips may disclose Pricing to Company with respect to the Authorized Purpose in writing, orally, or otherwise. All information is assumed to be Pricing, and confidential, if the confidential or proprietary nature is reasonable under the circumstances.

3. All Pricing disclosed by Philips shall remain Philips' the property. Company does not, by implication, estoppel, or otherwise, acquire any intellectual property right, title, or ownership, nor a license to any such intellectual property right, with respect to any Pricing disclosed by Philips hereunder.

   ALL PRICING IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY WARRANTY WHATSOEVER. PHILIPS SHALL HAVE NO LIABILITY WHATSOEVER RESULTING FROM THE USE OF THE INFORMATION PROVIDED.

4. Company shall:
   (a) not use the Pricing for any purpose other than the Authorized Purpose;
   (b) not disclose the Pricing to any third party;
   (c) protect the Pricing against disclosure in the same manner and with the same degree of care with which Company protects its own confidential information but not less than a reasonable degree of care; and
   (d) limit circulation of the Pricing to Company's employees as have a need to know in connection with the Authorized Purpose.

   These obligations shall survive the termination of this Agreement. Philips may terminate this Agreement at any time by means of a written notice to Company. Company shall return to Philips, or certify destruction of, all Pricing, immediately upon termination or expiration of this Agreement.

5. Information disclosed by Philips to Company pursuant to this Agreement shall not be confidential to the extent that the information:
   (a) is or becomes part of the public domain without violation of this Agreement or any other obligation of confidentiality;
   (b) is known by Company prior to disclosure by Philips;
   (c) is lawfully obtained by Company from a third party without any breach of confidentiality or violation of law; or
   (d) is developed by Company completely independently of any such disclosure by Philips.

6. If Company is required, pursuant to administrative or judicial action or subpoena, to disclose the Pricing, Company shall use its best efforts to maintain the confidentiality of the Pricing, e.g. by asserting in such action any applicable privileges. Immediately after gaining knowledge or receiving notice of such action or subpoena, Company shall notify Philips and give Philips the opportunity to seek any other legal remedies so as to maintain such Pricing in confidence, including a reasonable protective order.

7. Company may not transfer or assign any or all of its rights and/or obligations or delegate the performance of any or all of its obligations under this Agreement, directly or indirectly, through acquisition, merger or otherwise, without the prior written consent of Philips. Any transfer, assignment or delegation in contravention of the foregoing shall be void.

8. Company shall not disclose, export or release the Pricing in contravention of any applicable laws or regulations.

9. This Agreement shall be governed and construed in accordance with the laws of the State of New York, without giving effect to its conflict of laws provisions.

10. This Agreement contains the entire understanding of the parties and supersedes any previous understandings or agreements with respect to the subject matter hereof. This Agreement may be amended only in writing signed by authorized representatives of each party.

PHILIPS HEALTHCARE
A division of Philips Electronics North America Corporation
22100 Bothell Everett Highway
P.O. Box 3003
Bothell, Washington 98041-3003

PHILIPS

Quotation #: 1-155PRCB	Rev. 6	Effective From: 12/16/2014	To: 03/30/2015

Presented To:

MARGARET R PARDEE MEMORIAL
800 N JUSTICE ST
HENDERSONVILLE, NC 28791-3410

TOM DELLINGER
RADIATION THERAPIST
Tel: (828) 696-1334

Alternate Address:

Presented By:

Brett Kimball
Account Manager
Tel:
Fax:

Amy Morrow
Regional Manager
Tel: (828) 553-3118
Fax:

Date Printed: 16-Dec-14

Submit Orders To: 22100 Bothell Everett Hwy
Bothell, WA 98021-8431
Tel: (800) 982-2011
Fax: (425) 487-8110

IMPORTANT NOTICE: Health care providers are reminded that if the transactions herein include or involve a loan or discount (including a rebate or other price reduction), they must fully and accurately report such loan or discount on cost reports or other applicable reports or claims for payment submitted under any federal or state health care program, including but not limited to Medicare and Medicaid, such as may be required by state or federal law, including but not limited to 42 CFR 1001.952(h).

Model	Months	Qty	Service Plan
100017 Brilliance CT Big Bore Oncology Systems	48	1	SVC0130 Philips RightFit Service Agreement Protection POS

Home Office Use Only		
Site #	Start Date	End Date

POINT OF SALE SERVICE CONTRACT SECTION

Philips Ultrasound Customer Services Ranked #1 by Customers in IMV ServiceTrakTM All Systems Survey in 2013 for the 21st consecutive year

Item #	Part #	Description
1	SVC0130	Philips RightFit Service Agreement Protection POS

Thank you for the opportunity to provide this proposed Philips RightFit Service Agreement. Our Protection Service Agreement offers you robust security, a hands-on relationship with Philips, and open communications.

SERVICE DELIVERY:

- 98% uptime guarantee for each contract year. This provides assurance of the equipment availability to scan patients, as described in the uptime guarantee exhibit.

LABOR:

- Labor and travel coverage for on-site service 8:00 am - 9:00 pm, Monday – Friday, excluding Philips published holidays. The warranty period is included.
- Preferential Scheduling of service calls for service contract customers.
- On-site Response. At customer's request, Philips service goal is to be on-site within 4 hours.
- Planned maintenance coverage from 8:00 am – 9:00 pm, Monday – Friday, excluding Philips published holidays. Coverage includes activities performed according to a schedule to review safety, image quality, calibrations, equipment cleaning, performance trials and any other planned service prescribed by Philips. Philips current recommendation for CT systems is 2 - 6 times per year depending on the specific product model.
- Preferred rates for labor and travel. This includes reduced hourly rates for labor and travel for corrective or planned maintenance outside of Service Agreement coverage hours.

PARTS:

- Standard parts coverage. This provides coverage on parts used to maintain and repair the equipment including both hardware and software items.
- Earliest next day a.m. parts delivery. This provides delivery in most areas that can be accommodated by 8:30 am to fit the urgency of your need. (Actual time depends on local shipper delivery schedule and delivery restrictions for oversized or hazardous parts).

LIFECYCLE:

- Operating system software and hardware reliability updates. These include on-site or remote labor, travel and parts necessary to complete safety, performance and reliability modifications to existing equipment software or hardware.
- 20% discount on any items selected from Philips Life Solutions catalog, excluding power monitoring.

CUSTOMER CARE SOLUTIONS CENTER:

- 24/7 Technical telephone support.
- Clinical telephone support from 8:00 am - 9:00 pm, Monday – Friday.
- Remote Services. This supports remote system diagnostics and monitoring. Philips equipment is connected via an Internet secure single point of access network to our solutions center as described in the Terms and Conditions exhibit. Features may vary by equipment and software release level.

SOLUTION ENHANCEMENTS:

- Philips Service Information. This contains important service management reports through a secure Internet site. Information on equipment service status, historical service performance, engineer response time, and planned maintenance schedules is available.
- Annual customer loyalty meetings. These include a review of current and future performance goals of Philips equipment and service.

1.1 SVC00843 Tube Coverage Brilliance CT Big Bore Oncology-Medi

Multi-Slice CT Tube replacement as needed during the agreement term for the Brilliance CT Big Bore Oncology System. This coverage option is for medium usage which equates to approximately 30 patients per day, 10920 procedures per year and 215,000 scan seconds per year. Overage charges are determined by measuring scan seconds per year. Tube replacements will be performed during standard working hours (M-F: 8:00 a.m.-5 p.m.). If the actual scan seconds in any one year agreement period exceed 215,000, then at the annual anniversary of the agreement, a $0.50 charge per each scan second in excess will apply. If the actual scan seconds in any one year agreement period exceed the agreement coverage by greater than twenty-five percent (25%), then at the anniversary of the contract, the CT Tube replacement coverage will be adjusted upward to the next coverage level for the remainder of the agreement term and previous year overage charges will be waived.

Brilliance CT Big Bore Oncology Systems

Service Plan: SVC0130 Philips RightFit Service Agreement Protection POS
Quantity: 1

To commence at a time of system warranty expiration with the exception of In-Warranty Coverage and selected Supplement Items Plans

Select Payment Terms Desired:

Select Choice *	Payments Plans	Single System Net	Total Net
☐	48 Monthly Payments at	$7,775	$7,775
☐	16 Quarterly Payments at	$23,324	$23,324
☐	4 Yearly Payments at	$93,294	$93,294
☐	Single Payment at	$373,176	$373,176

*** If no selection is made, the default choice will be monthly payments.**

Prices above do not include any applicable sales taxes

The service agreement payment does not include optional equipment. If optional equipment is purchased please see attached Equipment Configuration Option Pricing (if available) or contact your Account Manager for amended service pricing.

Buying Group: NOVATION **Contract #:** XR11011 CT

Addt'l Terms:

Each Quotation solution will reference a specific Buying Group/Contract Number representing an agreement containing discounts, fees and any specific terms and conditions which will apply to that single quoted solution. If no Buying Group/Contract Number is shown, Philips' Terms and Conditions of Sale will apply to the quoted solution.

Each equipment system listed on purchase order/orders represents a separate and distinct financial transaction. We understand and agree that each transaction is to be individually billed and paid.

For services performed outside the contract hours of coverage, Philips will request a Purchase Order before dispatching a Field Service Engineer.

Our facility does not issue formal purchase orders. We authorize payments 'in lieu of a Purchase Order' for the equipment as described in Philips Healthcare Service Agreement. Initialed: _____

Our facility does issue formal purchase orders, however, due to our business/system limitations, we cannot issue a formal purchase order until _____ days prior to warranty expiration. Initialed: _____

Customer Agreement as Quoted

Upon customer signing and acceptance by an authorized Philips representative, this document constitutes a contract and customer agrees to be bound by all terms hereof which include IMPORTANT LIMITATIONS OF LIABILITY.

BY: X _____
Customer Signature

_____
Printed Name

Title _____ Date _____

For Headquarters Use Only

Philips by its acceptance thereof, agrees to provide maintenance service for the equipment listed above in accordance with all terms.

_____
Signature

Title _____ Date _____

Service Agreement Terms and Conditions

PHILIPS HEALTHCARE
SERVICE AGREEMENT TERMS AND CONDITIONS

1. SERVICES PROVIDED
The services listed in the quotation (the "Services") are offered by Philips Healthcare, a division of Philips Electronics North America Corporation ("Philips") only under the terms and conditions described below, and on any exhibits and attachments, each of which are hereby incorporated (the "Agreement").

2. EXCLUSIONS
The Services do not include:
2.1 Servicing or replacing components of the systemEquipment other than those systems or components listed in the Exhibits (the "System") that is at the listed location ("Site");
2.2 Servicing System if contaminated with blood or other potentially infectious substances;
2.3 Any service necessary due to:
(i) a design, specification or instruction provided by Customer or Customer representative;
(ii) the failure of anyone to comply with Philips' written instructions or recommendations;
(iii) any combining of the System with other manufacturers product or software other than those recommended by Philips;
(iv) any alteration or improper storage, handling, use or maintenance of the System by anyone other than Philips' subcontractor or Philips;
(v) damage caused by an external source, regardless of nature;
(vi) any removal or relocation of the System; or
(vii) neglect or misuse of the System;
2.4 Any cost of materials, supplies, parts, or labor supplied by any party other than Philips or Philips' subcontractors.

3. CUSTOMER RESPONSIBILITIES
During the term of this Agreement, Customer will:
3.1 Ensure that the Site is maintained in a clean and sanitary condition; and that the System, product or part is decontaminated prior to service, shipping or trade-in as per the instructions in the User manual;
3.2 Dispose of hazardous or biological waste generated;
3.3 Maintain operating environment within Philips specifications for the Site (including temperature and humidity control, incoming power quality, incoming water quality, and fire protection system);
3.4 Use the System in accordance with the published manufacturer's operating instructions.

4. SYSTEM AVAILABILITY
If Customer schedules service and the system is not available at the agreed upon time, then Philips may cancel the service or charge the Customer at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the System.

5. PAYMENT
All payments under this Agreement are due thirty (30) days from the date of Philips' invoice until the Agreement amount and all applicable taxes and interest are paid in full. Customer will pay interest on any amount not paid when due at the lesser of 1.5% interest per month or the maximum rate permitted by applicable law.

6. EXCUSABLE DELAYS
Philips is excused from performing under this Agreement when Philips' delay or failure to perform is caused by events beyond Philips reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, terrorism, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labor, materials or manufacturing facilities.

7. TERM AND TERMINATION
7.1 The term of this Agreement shall be set forth in the quotation(s) attached hereto and incorporated herein.
7.2 This Agreement is non-cancelable by Customer and will remain in effect for the term specified in this Agreement. However, Customer may cancel this Agreement upon 60 days written notice to Philips (i) representing that the System is being permanently removed from the Site and that the System is not being used in any other Customer site, or (ii) specifically describing a material breach or default of the Agreement by Philips, provided that Philips may avoid such cancellation by curing the condition of breach or default within such 60 day notice period.
7.3 In addition, if the Customer sells or otherwise transfers any of the System to a third party and the System remains installed and in use at the same location, but such third party does not assume the obligations of the Customer under this Agreement or enter into a new service agreement with Philips with a term at least equal to the unexpired term of this Agreement, then the Customer may terminate this Agreement with respect to such System upon no less than thirty (30) days prior written notice to Philips, in which case the Customer shall pay to Philips (i) all amounts due under this Agreement through the effective date of termination (based on the notice requirement) and (ii) as liquidated damages and not as a penalty, an amount equal to 30% of the remaining payments due under this Agreement for such System from the date of termination through the scheduled expiration of the term of this Agreement.
7.4 If this Agreement includes a Pool and terminates for any reason and Customr has expended more funds from its Pool then it has contributed to the Pool, then Customer shall pay Philips the amount by which its expenditures exceeded its contributions within five (5) business days of such termination

8. DEFAULT
Customer's failure to pay any amount due under this Agreement within 30 days of when payment is due constitutes a default of this Agreement and all other agreements between Customer and Philips. In such an event, Philips may, at its option, (i) withhold performance under this Agreement and any or all of the other agreements until a reasonable time after all defaults have been cured, (ii) declare all sums due and to (iii) commence collection activities for all sums due or to become due hereunder, including, but not limited to costs and expenses of collection, and reasonable attorney's fees, (iv) terminate this Agreement with 10 days' notice to Customer, and (v) pursue any other remedies permitted by law.

9. END OF LIFE
If Philips determines that its ability to provide the Service Coverage is hindered due to the unavailability of parts or trained personnel, or that the system can no longer be maintained in a safe or effective manner as determined by Philips, then Philips may terminate this Agreement upon notice to the Customer and provide Customer with a refund of any Customer pre-payments for periods of Service Coverage not already completed.

10. WARRANTY DISCLAIMER
Philips' full contractual service obligations to Customer are described in this Agreement. Philips provides no additional warranties under this Agreement. All service and parts to support service under this Agreement are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO ANYTHING PROVIDED BY PHILIPS' SUBCONTRACTOR OR PHILIPS.

11. LIMITATIONS OF LIABILITY AND DISCLAIMER
11.1 Philips' total liability, if any, and Customer's exclusive remedy with respect to the Services or Philips' performance of the Services is limited to an amount not to exceed the price stated in this Agreement for the Service that is the basis for the claim.. THIS LIMITATION SHALL NOT APPLY TO THIRD PARTY CLAIMS FOR BODILY INJURY OR DEATH CAUSED BY PHILIPS' NEGLIGENCE. PHILIPS WILL HAVE NO LIABILITY FOR ANY ASSISTANCE PHILIPS PROVIDES THAT IS NOT REQUIRED UNDER THIS AGREEMENT.
11.2 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

12. PROPRIETARY SERVICE MATERIALS
Philips may deliver or transmit certain proprietary service materials (including software, tools and written documentation) that have not been purchased by or licensed to Customer. The presence of this property within the Site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Customer will use all reasonable efforts to protect this property against damage or loss and to prevent any access to or use of this property by any unauthorized party. Customer shall immediately report to Philips any violation of this provision.

13. THIRD PARTY MANAGEMENT
If Customer has contracted with a third party service management organization, asset management company, maintenance management company, technology management company, maintenance insurance organization or the like ("Third Party Organization") for purposes of centralized billing and management of services provided to Customer, at Customer's written request, Philips will route invoices for payment of services rendered by Philips to such Third Party Organization and accept payment from them on Customer's behalf. Notwithstanding the above, the services provided by Philips are subject solely to the terms and conditions set forth in this Agreement. Customer guarantees the payment of all monies due or that may become due under this Agreement in spite of any collateral arrangements Customer may have with such Third Party Organization or any payments Customer has made to the Third

Party Organization. Philips has no contractual relationship for the Services rendered to Customer except as set forth herein. To the extent that the parts and services Philips provides are not covered by Customer's arrangement with such Third Party Organization, Customer shall promptly pay for such parts and services on demand.

14. TAXES
Any applicable tax will be invoiced to and payable by Customer, along with the Agreement Price in accordance with the payment terms set forth in this Agreement, unless Philips receives a tax exemption certificate from Customer which is acceptable to the taxing authorities. Customer will not be obligated to pay any federal, state, or local tax imposed upon or measured by Philips' net income.

15. INDEPENDENT CONTRACTOR
Philips is Customer's independent contractor, not Customer's employee, agent, joint venture, or partner. Philips' employees and Philips subcontractors are under Philips' exclusive direction and control. Philips has no liability or responsibility for and does not warrant customer's or customer's employees' act or omissions related to any services that are performed by customer's employees under this agreement.

16. RECORD RETENTION AND ACCESS
If Section 1861(v)(1)(I) of the Social Security Act applies to this Agreement, then Subsections (i) and (ii) of that Section are made a part of this Agreement. In such an event, Philips shall retain and make available, and insert the requisite clause in each applicable subcontract requiring Philips subcontractor to retain and make available, the contract(s), book(s), document(s), and record(s) to the person(s), upon the request(s) for the period(s) of time required by these Subsections.

17. HIPAA, PRIVACY
Philips complies with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Upon Customer request Philips will provide a mutually agreeable Business Associates agreement. In the course of providing the Services to Customer, Philips may need to access, view, or download computer files from the System that might contain Personal Data. Personal Data includes information relating to an individual, from which that individual can be directly or indirectly identified. Personal Data can include both personal health information (e.g., images, heart monitor data, and medical record number) and non-health information (e.g., date of birth and gender). Philips will process Personal Data only to the extent necessary to fulfill its Service obligations under this Agreement.

18. CONFIDENTIALITY
Each party will maintain as confidential any information furnished or disclosed to one party by the other party, whether disclosed in writing or disclosed orally, relating to the business of the disclosing party, its customers, or its patients, and this Agreement and its terms, including its pricing terms. Each party will use the same degree of care to protect the confidentiality of the disclosed information as that party uses to protect the confidentiality of its own information, but not less than reasonable care. Each party will disclose such information only to its employees having a need to know such information to perform the transactions contemplated by this Agreement. The obligation to maintain the confidentiality of such information will not extend to information in the public domain at the time of disclosure, or to information that is required to be disclosed by law or by court order and will expire five years after the Exhibit terminates or expires.

19. SUBCONTRACTS AND ASSIGNMENTS
Philips may subcontract to service contractors of Philips' choice any of Philips' service obligations to Customer or other activities performed by Philips under this Agreement. No such subcontract will release Philips from those obligations to Customer. Customer may not assign this Agreement or the responsibility for payments due under it without Philips' prior express written consent, which will not be unreasonably withheld.

20. INSURANCE
Upon Customer request, Philips will provide a Certificate of Philips Insurance coverage.

21. RULES AND REGULATIONS
To the extent made known in writing to Philips, Philips and its subcontractors will comply with Customer's rules and regulations provided such rules and regulations do not conflict with established Philips policies.

22. EXCLUDED PROVIDER
Philips represents and warrants that Philips, its employees, and subcontractors, are neither debarred, excluded, suspended, or otherwise ineligible to participate in a federal health care program, nor have they been convicted of any health care related crime for the products and services provided under this Agreement (an "Excluded Provider"). Philips shall promptly notify Customer if it becomes aware that Philips or any of its employees or subcontractors, providing the Services becomes an Excluded Provider, whereupon Customer may terminate this order by express written notice for services not yet rendered.

23. SOLICITATION OF PHILIPS EMPLOYEES
For the duration of this Agreement and for one year following the expiration or termination of this Agreement, Customer and its affiliates will not directly or indirectly solicit any employee of Philips or its affiliates engaged in providing the services.

24. SURVIVAL, WAIVER, SEVERABILITY, NOTICE, CHOICE OF LAW
Customer's obligation to pay any money due to Philips under this Agreement survives expiration or termination of this Agreement. All of Philips' rights, privileges, and remedies with respect to this Agreement will continue in full force and effect after the end of this Agreement. A party's failure to enforce any provision of this Agreement is not a waiver of that provision or of such party's right to later enforce each and every provision. If any part of this Agreement is found to be invalid, the remaining part will be effective. Notices or other communications will be in writing, and will be deemed served if delivered personally, or if sent by facsimile transmission, by overnight mail or courier, or by certified mail, return receipt requested and addressed to the party at the address set forth on the face of this Agreement. This Agreement may be executed in one or more counterpart copies, each of equal validity, that together constitute one and the same instrument. Any photocopy or facsimile of this Agreement or any such counterpart is deemed the equivalent of an original and any such facsimiles constitute evidence of the existence of this Agreement. The law of the state in which the System is located will govern any interpretation of this Agreement and dispute between Philips and Customer without regard to the principles of choice of law.

25. ENTIRE AGREEMENT; EXHIBITS
This Agreement constitutes the entire understanding of the parties and supersedes all other agreements, written or oral, regarding its subject matter. No additional terms, conditions, consent, waiver, alteration, or modification will be binding unless in writing and signed by Philips' authorized representative and Customer. Additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are rejected and will not apply to the transactions contemplated by this Agreement. No prior proposals, statements, course of dealing, course of performance, usage of trade or industry standard will be part of this Agreement. The service specific exhibits listed below, and any associated attachements, are incorporated herein as they apply to the services listed on the quotation and their additional terms shall apply solely to Customer's purchase of the services specified therein. If any terms set forth in an exhibit conflict with terms set forth in these Terms and Conditions of Service, the terms set forth in the schedule shall govern.

Exhibit 1: Additional Imaging System Service Terms and Conditions
Exhibit 2: Philips Technology Upgrades
Exhibit 3: Additional Support & Assist Coverage Terms and Conditions
Exhibit 4: Uptime Guarantee
Exhibit 5: Additional Clinical Education Training Terms and Conditions
Exhibit 6: Additional Rightfit Software Maintenance Agreement Terms and Conditions
Exhibit 7: Rightfit Software Maintenance Agreement Hardware Support
Exhibit 8: Additional Patient Care Services Terms and Conditions

26. AUTHORITY TO EXECUTE
The parties acknowledge that they have read the terms and conditions of this Agreement, that they know and understand the same, and that they have the express authority to execute this Agreement.

21594h v1 (rev040414)

ADDITIONAL IMAGING SYSTEM SERVICE TERMS AND CONDITIONS

Exhibit 1

(for Philips and/or Non-Philips Equipment)

1. SERVICES PROVIDED

1.1. Initial Covered System Inspection. Within 90 days after the Effective Date, Philips will inspect the Covered System not previously serviced by Philips and notify Customer of any covered system that does not meet manufacturer's specification. Philips will provide Customer a written estimate for repairs necessary to bring any of the covered system within proper manufacturers specifications. Upon Customer's request, Philips will provide necessary repairs at Philips' then contract labor rate. If customer elects not to have System repaired, then Philips may remove such System from coverage in this agreement.

1.2 Repair Service. Commencing on the Effective Date and subject to the repair limitation below, Philips or Philips' subcontractors will provide repair services for Covered System. Philips will provide all replacement parts, which may be refurbished, and labor necessary to repair Covered System, unless excluded in paragraph 3. All components used are subject to Philips inspection and quality control procedures, and shall be warranted to the same extent that a non-refurbished component is warranted. Parts removed for replacement become the property of Philips and Philips shall remove parts from the System Site. Philips may increase its contract price if the System is upgraded or reconfigured.

1.3. Planned Maintenance Service. Philips will provide Customer a planned maintenance schedule for the Covered System. Philips will provide such planned maintenance during the Service Coverage hours (as defined in the agreement) at a time that is mutually agreed upon. Customer will make the Covered System available in accordance with this schedule. Philips or its subcontractors will provide planned maintenance on the Covered System at scheduled intervals. If Philips cannot locate Covered System, or Covered System was not made available for planned maintenance when scheduled, Philips will notify the Customer that Customer has 90 days to make available Covered System for planned maintenance, otherwise customer waives right to service and Philips may delete Covered System from the contract.

1.4. Software Updates. Philips will install operating system software updates provided by the Original Equipment Manufacturer (OEM) for Covered System. Software updates mean revisions to OEM proprietary operating system software that enhance existing System functions and operation without hardware changes, but will not install operating system software upgrades to new software platforms or software options offered separately for sale by the OEM.

2. CONTRACT ADMINISTRATION

2.1. System Additions and Deletions. After completing the inspection, Customer may add a System to the Covered System list by contacting Philips. Customer and Philips will agree on a mutually-agreeable price and contract start date. The covered System will be added to the contract after receipt of the signed inventory modification form. Customer may delete Covered System only if: (i) Customer permanently removes it from operation or (ii) it is no longer under Customer's exclusive ownership or control and Customer notifies Philips in writing. The covered System will be deleted from the contract after receipt of the signed inventory modification form.

2.2. Management and Staffing. If on-site staffing is provided, Philips will determine and provide the management and service staff necessary to provide the Services under this Exhibit. Philips will pay all salaries, payroll and other employment taxes or fees, worker's compensation insurance, and other charges or insurance levied or required by any federal, state, or local statutes, relating to its employees.

2.3. If applicable, customer shall execute the Subcontracting Confirmation and Agency Authorization Agreement as required by Philips to perform certain duties and responsibilities included within this Exhibit.

3. EXCLUSIONS Unless specifically included in this Agreement, the Services do not include providing or paying the cost of:

3.1. Any rigging or structural alteration incident to the Services;

3.2. Consumable items and supplies (such as biomedical laser tubes and patient used pads), cryogens, PET calibration sources, film, batteries, cassettes;

3.3. Cosmetic repairs;

3.4. The cost of factory reconditioning, rebuilds, or overhauls if repairs cannot maintain the equipment in satisfactory operating condition;

3.5. Disposing hazardous, infectious, or biomedical waste or materials;

3.6. Providing service to any System under a current service agreement between Customer and another vendor until such agreements expire or are terminated by Customer. Philips is not liable for any cancellation penalty or cost associated with Customer's termination of any such agreement;

3.7. Unless otherwise specified in the quotation, maintaining or repairing third-party products including but not limited to nuclear camera detector crystals, CT Tubes and radiation therapy tubes, x-ray tubes, flat panel detectors, image intensifiers magnet replacement, magnet refrigeration system (coldhead, compressor, chillers), MR RF rooms, surface coils HVAC systems, power conditioners, uninterruptible power supplies, special ultrasound transducers (probes) (accessory or attach), TEE probes, TV camera pick-up tubes, photo multiplier tubes, accelerator center beam lines, piped medical gases (up to the wall outlets), copier drums, electron guns, fiber optic bundles, foot/hand controls (switches, accessory, or attachment), klystrons and thyratrons, magnetrons, plumbicons, waveguides, and attachments.

3.8. If this agreement includes coverage for biomedical services; arthroscopy instruments, blood pressure cuffs (accessory or attachment), centrifuge motor brushes, electronic thermometer probes, electrosurgical instruments (pencils & pads), general or surgical instruments, laboratory glass, laser tubes, phaco hand pieces (cataract extraction units, accessory or attachment), non-electrical surgical equipment, rigid & semi-rigid scopes.

4. COVERAGE Philips will provide services on-site during the hours listed in Customer's service agreement, excluding Philips observed holidays, unless otherwise set forth in attachments or exhibits ("Service Coverage"). Customer may request service outside of the Service Coverage or service that is not otherwise included in this Agreement and, subject to the availability of personnel and repair parts, Philips will provide such service at Philips's then-current preferred rates and for material and labor. Customer will be charged a minimum of three hours on-site time plus applicable travel charges and expenses per service visit.

5. DOCUMENTATION Upon Customer's written request, Philips will provide repair and planned maintenance records for the Covered System.

6. CUSTOMER RESPONSIBILITIES During the term of this Agreement Customer will

6.1 Attend a start-up meeting at Customer's facility, prior to the Effective Date of this Agreement, so Philips can explain the Services to the Customer's management and selected staff;

6.2 Provide a secure dedicated space within Customer's main facility and at each additional facility or location as necessary for the resident Philips staff.

6.3. Provide Philips with broadband Internet or Wi-Fi access for business purposes.

6.4 Provide Philips with the System service manuals for any non-Philips System;

6.5 Maintain all software licenses applicable to the Covered System.

6.6 For Philips use in remote servicing of the System, provide Philips a secure location for hardware to connect System to Philips Remote Service (PRS).

6.6.1 The PRS hardware remain Philips' property and is only provided during the term of this Agreement;

6.6.2 Provide Philips and its vendors full and free access to the PRS hardware to enable Philips to remotely access the System or non-Philips System; and

6.6.3 Provide Philips at each System Site, at all times during the term of this Agreement, a dedicated broadband Internet access node, including public and private interface access, suitable to establish a successful connection to the System through the PRS and Customer network..

6.6.4 If the System cannot be connected to the PRS, and Customer fails to provide the access described in section 6, then Customer waives its rights to Services under this Agreement and any uptime guarantee.

7. CRYOGENS (Applies only to MRI Service)

7.1. If Cryogens are included in this agreement, Customer shall report any magnet cooling system (cold-head, compressor, or chiller) malfunction within 24 hours. If customer fails to report any malfunctions or provide continuous chilled water or power, then customer is responsible for any additional cryogen expenses.

7.2. If the System is not connected to the PRS, then Customer shall report Cryogen level readings for all System covered by this Agreement into the Magnet Monitoring System at 1-800-722-9377 (follow prompts) each week.

UPTIME GUARANTEE

Exhibit 4

1. GENERAL

Philips shall provide to Customer the uptime guarantee specified below ("Uptime Guarantee") on the System listed in the quotation or Attachment A as having uptime as an entitlement ("Uptime System"). Uptime System does not include peripherals, such as external printers, archiving devices, external reporting software, external display monitors, or attached cameras. If Customer does not meet its responsibilities described in Section 6 of Exhibit 1, then Customer is not entitled to the benefits of this Uptime Guarantee.

If an item of Uptime System fails to achieve the Uptime Percentage (as defined below) set forth on Schedule 3(a) below, then Customer, as its sole and exclusive remedy, will receive a discount of future Agreement payment(s), as described in Section 3 below.

2. DEFINITIONS

a. Measurement Period: The measurement period for determining Uptime Percentage is 12 months beginning on the effective date of the Agreement and thereafter on the annual anniversary date of the effective date.

b. Base Hours means the hours/day and days/week over which Uptime Hours and Downtime will be calculated during the Measurement Period. The Base Hours will be the contracted hours of coverage provided for under the Agreement for each particular piece of Uptime System.

c. Downtime means the time that the Uptime System is unable to produce diagnostic images during the Base Hours of any given Measurement Period solely due to Philips' design, manufacturing, materials, or Service performance failure. Measurement of Downtime commences when the Customer notifies the Philips customer service center that the Uptime System is unable to produce diagnostic images. Downtime does not include time due to planned maintenance service, cryogen replenishment, installation of upgrades and updates, x-ray tube replacement, or an occurrence or condition excluded under the Agreement. Philips may verify Downtime and adjust calculations accordingly.

d. Uptime Hours is determined by subtracting the total Downtime from the Base Hours for a particular piece of Uptime System [Uptime Hours = Base Hours – Downtime].

e. Uptime Percentage is determined by dividing the Uptime Hours by the Base Hours, and multiplying the result by 100 [Uptime Percentage = (Uptime Hours/Base Hours) x 100].

3. ADJUSTMENT SCHEDULE

If the Uptime Percentage specified in Schedule 3(a) is not achieved for Uptime System then the specified discount will be applied to all payments due during the next Uptime Measurement Period for the Uptime System that did not achieve the Uptime Percentage

Schedule 3(a): Agreement Payment Adjustment Schedule for Uptime System

99% Uptime Guarantee		98% Uptime Guarantee		96% Uptime Guarantee	
Uptime Percentage	**Discount**	**Uptime Percentage**	**Discount**	**Uptime Percentage**	**Discount**
99% - 100%	None	98% - 100%	None	96% - 100%	None
96% - 98.9%	5%	95% - 97.9%	5%	91% - 95.9%	5%
93% - 95.9%	10%	92% - 94.9%	10%	<90.9%	10% *
<92.9%	15% *	<91.9%	15% *		

* Maximum adjustment available

4. UPTIME PERCENTAGE DETERMINATION

The Uptime Percentage is determined according to the following formula: Uptime Percentage = (Uptime Hours/Base Hours) x 100. Below are examples of how Uptime Percentage is determined:

a. **MEASUREMENT EXAMPLE # 1:**
Base Hours = 8 AM to 5 PM Monday through Friday over the 12 month Measurement Period.
9 hours x 5 days x 52 weeks = 2,340 Base Hours
2,340 Base Hours – 60 Downtime hours = 2,280 Uptime Hours
(2280 / 2340) * 100 = 97.4% Uptime Percentage

b. **MEASUREMENT EXAMPLE # 2:**
Base Hours = 8 AM to 9 PM Monday through Friday over the 12 month Measurement Period.
13 hours x 5 days x 52 weeks = 3,380 Base Hours
3,380 Base Hours – 60 Downtime hours = 3,320 Uptime Hours
(3320 / 3380) * 100 = 98.2% Uptime Percentage

5. REPORTS

Uptime Percentage performance reports will be provided at the Customer's request for any Measurement Period while this Uptime Guarantee remains in effect. To receive any applicable discount, Customer must notify Philips in writing that the Uptime Percentage was not achieved for a particular System within 60 days after the end of a Measurement Period.

6. WARRANTY DISCLAIMER

Philips full Uptime Guarantee obligations to Customer are described in this Exhibit. Philips provides no warranties under this Uptime Guarantee. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES TO THIS UPTIME GUARANTEE.

7. LIMITATIONS OF REMEDIES AND DAMAGES

Philips total liability, if any, and Customer's exclusive remedy with respect to this Uptime Guarantee and Philips performance hereunder is limited to the remedies stated herein.

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PROPOSED TOTAL CAPITAL COST OF PROJECT

Project Name: PARDEE/WINCOATE/BRCC JOINT HEALTH EDUCATION CAMPUS

Provider/Company: PARDEE HOSPITAL

EXHIBIT 4

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.....	$_____		
Clearing-Earthwork...	$_____		
Fine Grade For Slab...	$_____		
Roads-Paving.....	$_____		
Concrete Sidewalks....	$_____		
Water and Sewer.....	$_____		
Footing Excavation....	$_____		
Footing Backfill.....	$_____		
Termite Treatment....	$_____		
Other (Specify).....	$_____		
Sub-Total Site Preparation Costs		$_____	
(6) Other (Specify)		$_____	
(7) **Sub-Total Site Costs**			$_____

B. **Construction Contract**

(8) Cost of Materials			
General Requirements	$_____		
~~Concrete/Masonry~~ LINAC VAULT	$800,000		
Woods/Doors & Windows/Finishes	$_____		
Thermal & Moisture Protection	$_____		
Equipment/Specialty Items	$_____		
Mechanical/Electrical	$_____		
Other (Specify) DATA CABLING/SECURITY	$246,000		
Sub-Total Cost of Materials.....		$_____	
(9) Cost of Labor.....		$_____	
(10) Other (Specify) ..SIGNAGE		$66,000	
(11) **Sub-Total Construction Contract**			$1,112,000

C. **Miscellaneous Project Costs**

(12) Building Purchase.....		$_____	
(13) Fixed Equipment Purchase/Lease		$3,625,000	
(14) Movable Equipment Purchase/Lease		$600,000	
(15) Furniture		$200,000	
(16) Landscaping		$_____	
(17) Consultant Fees			
Architect and Engineering Fees	$_____		
Legal Fees..+MOVING/CLEANING	$46,000		
Market Analysis.....	$_____		
Other (Specify) (Staff Costs)	$_____		
Other (Specify) EQUIPMENT PLANNER	$199,000		
Sub-Total Consultant Fees.....+P.M.		$_____	
(18) Financing Costs (e.g. Bond, Loan, etc.).		$_____	
(19) Interest During Construction.		$_____	
(20) Other (Specify) PROJECT CONTINGENCY 20%	$996,400		
(21) **Sub-Total Miscellaneous..**			$5,666,400
(22) **Total Capital Cost of Project** (Sum A-C above)			$6,778,400

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

_____

(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.

_____

(Signature of Officer Authorized to Represent Provider/Company)

President and Chief Executive Officer

(Title of Officer)

Troff Medical Services

2 Stoney Nob Dr. Hendersonville, NC 28792

Phone 828-697-1086/Fax 828-698-4391

December 29, 2014

Craig T Franks
Pardee Memorial Hospital
800 N. Justice Street
Hendersonville, NC 28791

Dear Mr. Franks:

The purpose of this letter is to confirm that Troff Medical, registered with the NC Radiation Protection Section (Registration # S000307), will be responsible for removing and disposing the Siemens Linear Accelerator system, serial number M4183, manufactured in 2005, and currently installed at Margaret R. Pardee Memorial Hospital in Hendersonville, NC. It is our understanding that our removal is part of your purchase from Electra a replacement system. It is our understanding that we will be paid for the cost of the removal. We have provided quotes to you through the management company assisting you with the CON Exemption process.

Troff Medical will work closely with Pardee's Oncology Department and Electra to insure proper timing of the removal. It is also understood that Troff Medical will take possession of the existing equipment and it will no longer, nor ever, be a working machine in the state of North Carolina (or anywhere, for that matter). Troff Medical will not sell the existing equipment to any North Carolina facility.

Please let me know if you need any further information.

Sincerely,

Michael Helms

TROFF Medical Services

2 Stoney Nob Drive
Hendersonville, NC 28792
PH (828) 697-1086/ F (828) 698-4391
pam.helms@troffmedical.com

Estimate

Date	Estimate #
12/4/2014	Q12042014MH

Name / Address
Margaret Pardee Hospital 800 N Justice Street Hendersonville, NC 28791

Project

Description	Qty	Cost	Total
Deinstallation and removal of 2005 Siemens Oncore Impression Plus Linear Accelerator	1	18,000.00	18,000.00
Estimated date of removal: 2016 Any building/facility construction costs necessary for removal of equipment will be customer's responsibility Price quoted valid for 90 days			
NC Sales and Use Tax		6.75%	0.00
		Total	$18,000.00

Customer Signature _____

TROFF Medical Services

2 Stoney Nob Drive
Hendersonville, NC 28792
PH (828) 697-1086/ F (828) 698-4391
pam.helms@troffmedical.com

Estimate

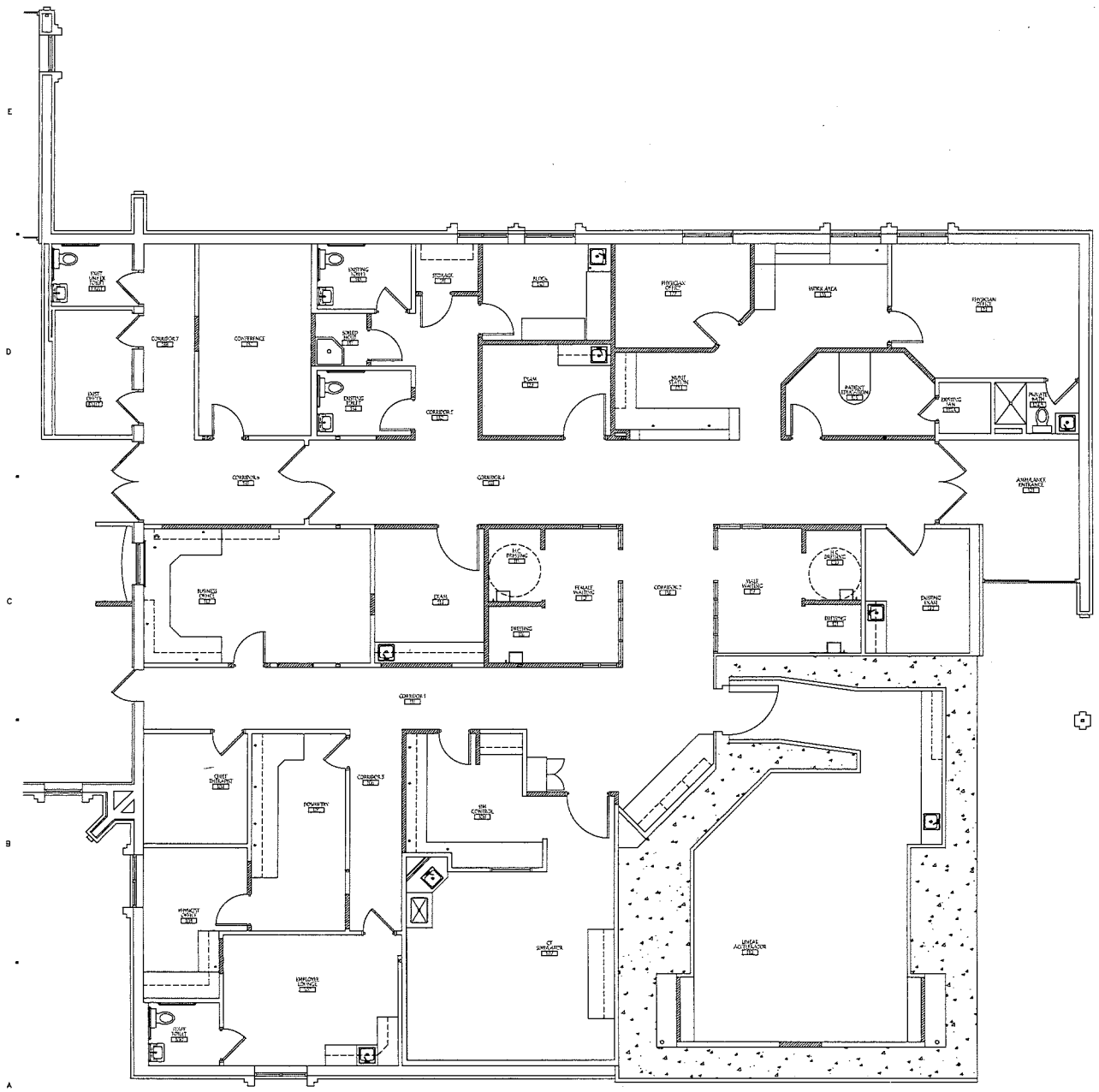
Date	Estimate #
12/5/2014	Q12052014MH

Name / Address
Margaret Pardee Hospital 800 N Justice Street Hendersonville, NC 28791

Project

Description	Qty	Cost	Total
Deinstallation and removal of 2005 Siemens Somatom Emotion 6 CT	1	3,500.00	3,500.00
Estimated removal date: 2016 Price quoted valid for 90 days.			
NC Sales and Use Tax		6.75%	0.00
		Total	$3,500.00

Customer Signature _____



A1 FLOOR PLAN
A111 SCALE: 1/4" = 1'-0"

EXHIBIT 6

WRIGHT McGRAW BEYER Architects
6832 FARM POND LANE SUITE 101
CHARLOTTE, NORTH CAROLINA 28212
704.535.6374 FAX 704.535.9827
www.wmba.net

CERT. NO. 5642
TODD R. McGRAW 3963

ISSUE	DATE

Margaret R. Pardee Memorial Hospital
Pardee

Hendersonville
North Carolina
HL-6598-T1
FID# 943324

KAYDEN CENTER
—
RADIATION THERAPY RENOVATIONS

SHEET TITLE
FLOOR PLAN

A111

JOB NO. 2060 April 25, 2005

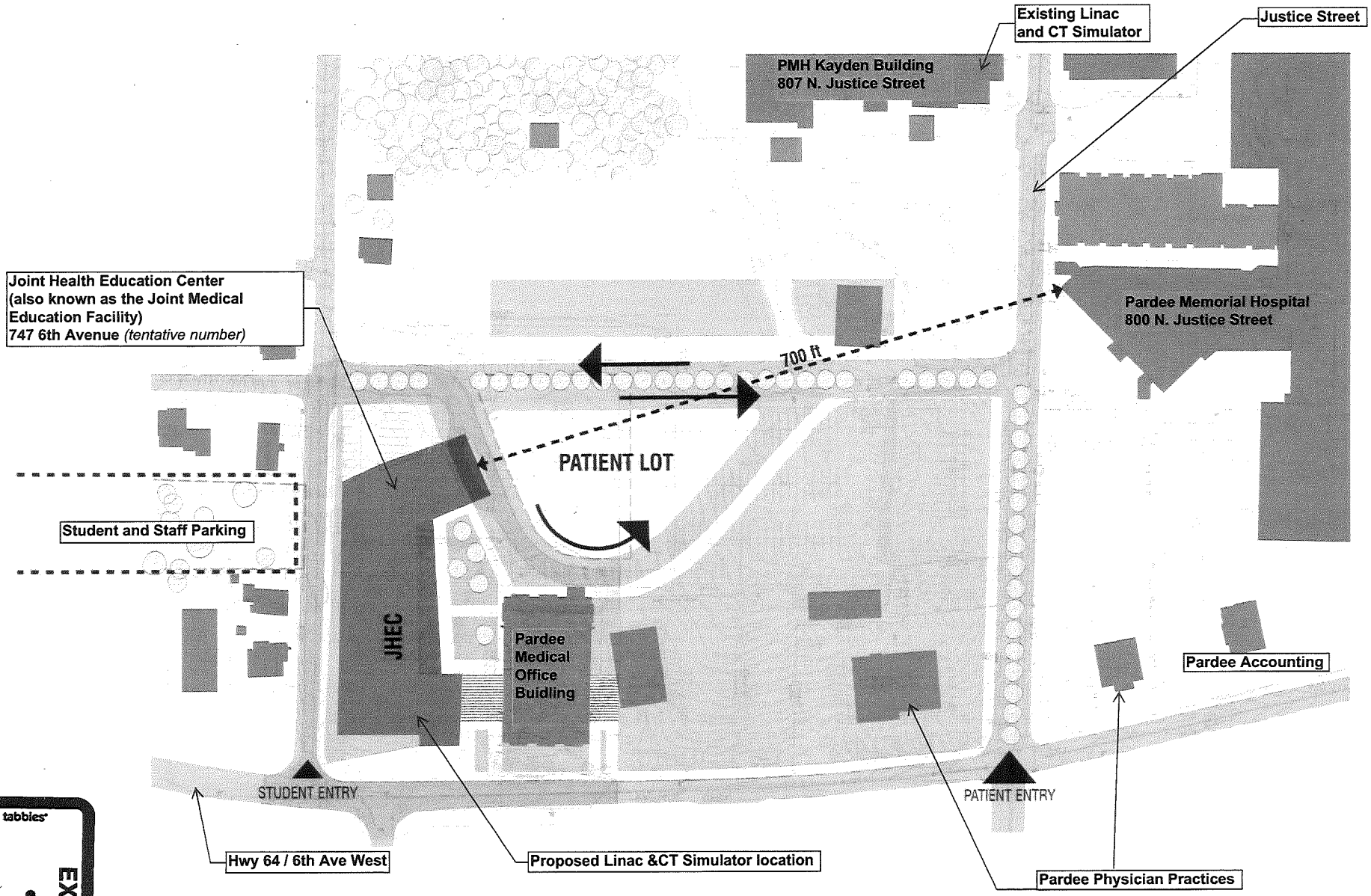


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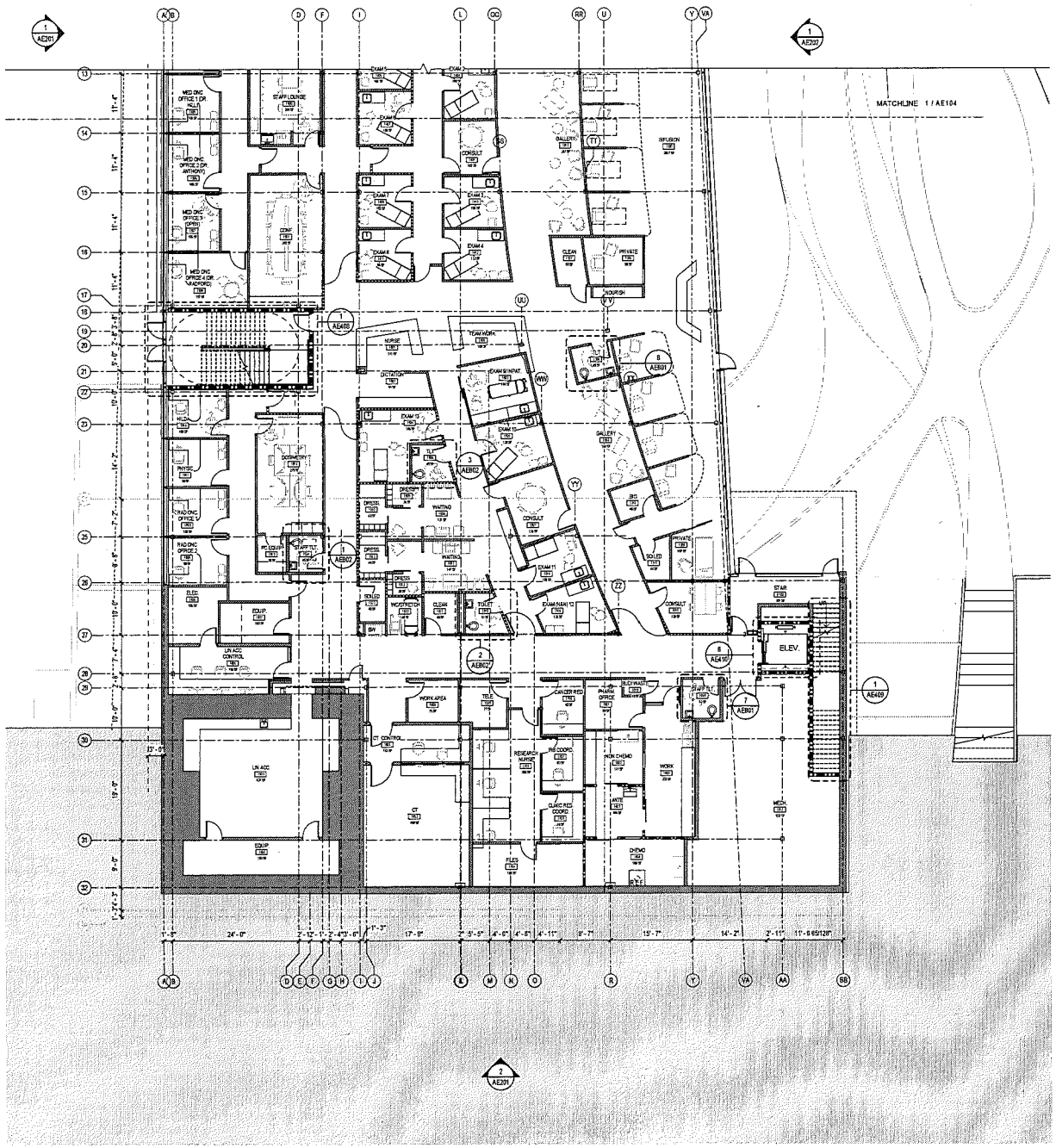
EXHIBIT

7

EXHIBIT
tabbies
8

SHARED ENTRY / FRONT DESK
SURGICAL SUITE
MEDICAL ONCOLOGY
RADIATION ONCOLOGY
CANCER RESEARCH
SHARED SUPPORT

LEVEL 01 | PARDEE CANCER CENTER



1 LEVEL 1 SOUTH ENLARGED
1/8" = 1'-0"

ARCHITECTURAL SYMBOLS LEGEND	
1 NEW WORK NOTE	1 DEMOLITION NOTE
W1 WINDOW DESIGNATION	L1 LOUVER DESIGNATION
1 COLUMN GRID LINE	FIRST FLOOR +12'-0" ELEVATION DATUM
SPACE NAME 101 ROOM DESIGNATION	A SPECIALTY ITEM DESIGNATION
DIRECTION OF SLOPE	12 8 ROOF SLOPE
FD FLOOR DRAIN	MATCH LINE
FEC FIRE EXTINGUISHER CABINET	FEB FIRE EXTINGUISHER BRACKET
ACCESSIBLE BEDROOMS - MOBILITY FEATURES	ACCESSIBLE BEDROOMS - COMMUNICATION FEATURES
A1 NAME SCALE	DETAIL, SECTION, ELEVATION TITLE
PLAN NORTH INDICATOR / TRUE NORTH INDICATOR NAME SCALE	PLAN TITLE AND NORTH ARROW
A1 AE101	DETAIL / ENLARGED PLAN
A1 A4 AE201 A2 A3	INTERIOR ELEVATION
A1 AE201	EXTERIOR ELEVATION
A1 AE301 A1 AE301	BUILDING SECTION
A1 AE301	DETAIL / WALL SECTION
101	DOOR NUMBER
XXX	PARTITION / WALL TYPE

GENERAL NOTES

1. GRAYED GRIDLINES PERTAIN TO LEVELS OTHER THAN THE ONE SHOWN ON THE SHEET.
2. INTERIOR DIMENSIONS SHOWN ARE TO FACE OF METAL STUD OR FACE OF CMU.
3. DIMENSIONS FOR COLUMNS ARE FROM THE CENTERLINE OF COLUMN.
4. EXTERIOR DIMENSIONS ARE MASONRY OPENINGS-FACE OF BRICK TO FACE OF BRICK OR FINISHED MATERIAL.
5. ALL ITEMS NEW U.N.O.
6. WHERE NO DIMENSION IS GIVEN AT DOOR LOCATIONS, USE LAYOUT DIMENSIONS AS INDICATED IN SKETCH HERE.

CLARK•NEXSEN
1 WEST PACK SQUARE
ASHEVILLE, NORTH CAROLINA 28801
828-252-2666 FAX 828-252-1606
WWW.CLARKNEXSEN.COM
CLARK NEXSEN LICENSE NUMBER: C-1079

SCHEMATIC DESIGN

SCHEMATIC DESIGN

NOT FOR CONSTRUCTION

6TH AVE JOINT HEALTH EDUCATION CENTER
HENDERSONVILLE COUNTY
747 6TH AVE. WEST

CN NO: 5199
DATE: 09/12/2014
DESIGN: SKM
DRAWN: SKM
REVIEW: CSR
REVISIONS
No. Date Description

LEVEL 1 FLOOR PLAN_ SOUTH

AE105

SHEET 21 OF XX

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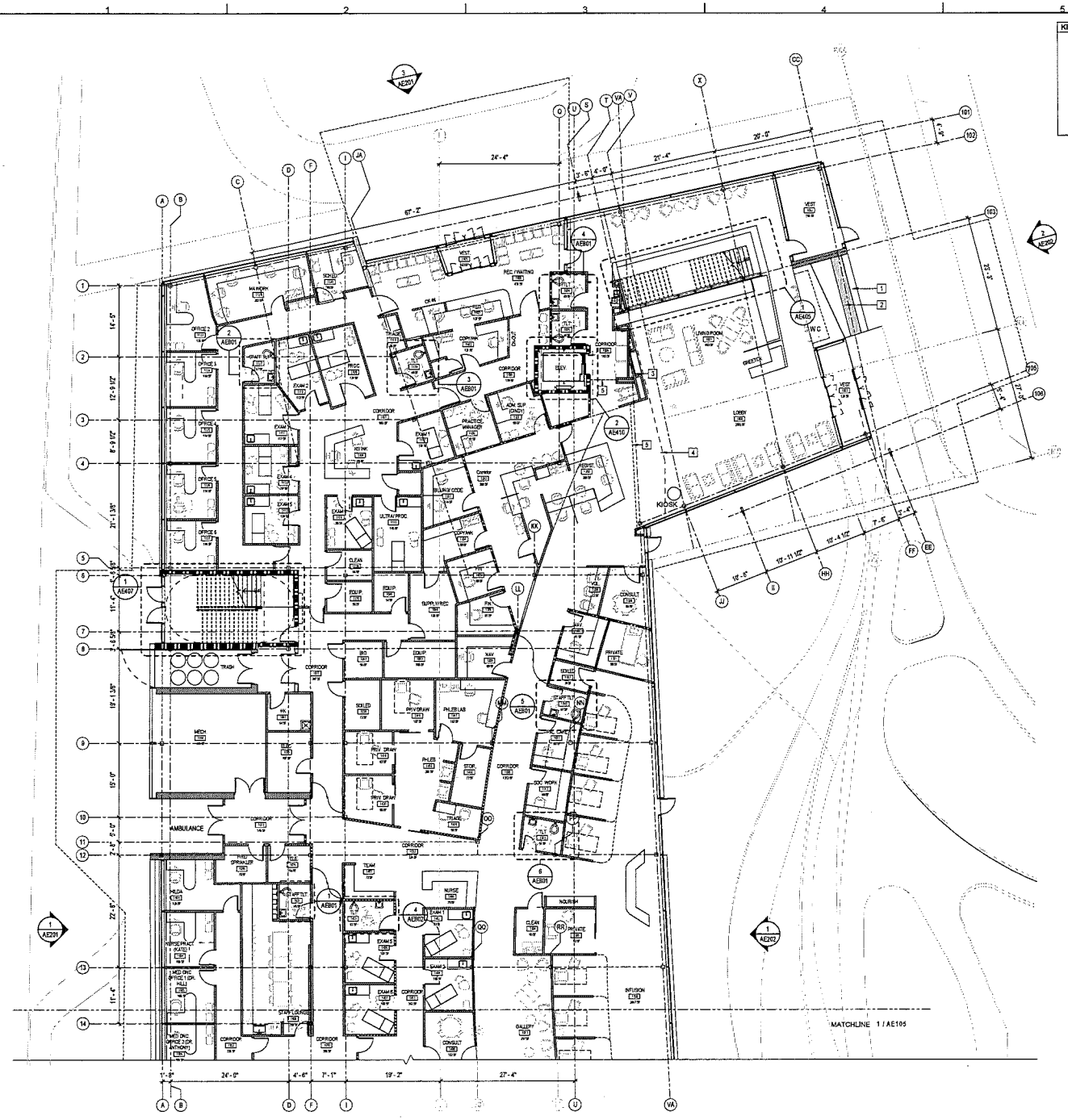

1 LEVEL 1 NORTH
1/8" = 1'-0"

KEYNOTE LEGEND	
1	SITE WALL
2	WATER FEATURE
3	FIREPLACE
4	MEZZANINE ABOVE
5	OVERHEAD SECURITY DOOR

ARCHITECTURAL SYMBOLS LEGEND	
1 NEW WORK NOTE	1 DEMOLITION NOTE
W1 WINDOW DESIGNATION	L1 LOUVER DESIGNATION
1 COLUMN GRID LINE	FIRST FLOOR +12'-0" ELEVATION DATUM
SPACE NAME 101 ROOM DESIGNATION	A SPECIALTY ITEM DESIGNATION
DIRECTION OF SLOPE	12 6" ROOF SLOPE
FD FLOOR DRAIN	MATCH LINE
FEC FIRE EXTINGUISHER CABINET	FEB FIRE EXTINGUISHER BRACKET
ACCESSIBLE BEDROOMS - MOBILITY FEATURES	ACCESSIBLE BEDROOMS - COMMUNICATION FEATURES
A1 NAME SCALE:	DETAIL, SECTION, ELEVATION TITLE
PLAN NORTH INDICATOR TRUE NORTH INDICATOR NAME SCALE:	PLAN TITLE AND NORTH ARROW
A1 AE101 SHEET WHERE SHOWN	DETAIL / PLAN NUMBER — DETAIL / ENLARGED PLAN
A1 A4 AE201 A2 A3 SHEET WHERE SHOWN	ELEVATION NUMBER — INTERIOR ELEVATION
A1 AE201 SHEET WHERE SHOWN	ELEVATION NUMBER — EXTERIOR ELEVATION
A1 AE301 A1 AE301 SHEET WHERE SHOWN	SECTION NUMBER — BUILDING SECTION
A1 AE501 SHEET WHERE SHOWN	SECTION NUMBER — DETAIL / WALL SECTION
101	DOOR NUMBER
XXX	PARTITION / WALL TYPE

GENERAL NOTES

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3. DIMENSIONS FOR COLUMNS ARE FROM THE CENTERLINE OF COLUMN.
4. EXTERIOR DIMENSIONS ARE MASONRY OPENINGS-FACE OF BRICK TO FACE OF BRICK OR FINISHED MATERIAL.
5. ALL ITEMS NEW U.N.O.
6. WHERE NO DIMENSION IS GIVEN AT DOOR LOCATIONS, USE LAYOUT DIMENSIONS AS INDICATED IN SKETCH HERE.

CLARK•NEXSEN
1 WEST PACK SQUARE
ASHEVILLE, NORTH CAROLINA 28801
828-232-0808 FAX 828-232-1606
WWW.CLARKNEXSEN.COM
CLARK NEXSEN LICENSE NUMBER: C-1626

SCHEMATIC DESIGN

SCHEMATIC DESIGN

NOT FOR CONSTRUCTION

NOT FOR CONSTRUCTION

6TH AVE JOINT HEALTH EDUCATION CENTER

HENDERSONVILLE COUNTY
747 6TH AVE. WEST

CN NO: 5199
DATE: 09/12/2014
DESIGN: SKM
DRAWN: SKM
REVIEW: CSR

REVISIONS
No. Date Description

LEVEL 1 FLOOR PLAN_ NORTH

AE104

SHEET 20 OF XX

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

For Official Use Only
License # H0161 Medicare # **340017**
Computer: 943324
PC _____ Date _____

License Fee: **$4,435.00**

2014
HOSPITAL LICENSE
RENEWAL APPLICATION

Legal Identity of Applicant: **Henderson County Hospital Corporation**
(Full legal name of corporation, partnership, individual, or other legal entity owning the enterprise or service.)

Doing Business As
(d/b/a) name(s) under which the facility or services are advertised or presented to the public:

PRIMARY: **Margaret R. Pardee Memorial Hospital**
Other: Pardee Hospital; Pardee Memorial Hospital
Other: Pardee Memorial Hospital ; Pardee

Facility Mailing Address: 800 North Justice Street
Hendersonville, NC 28791-3518

Facility Site Address: 800 North Justice Street
Hendersonville, NC 28791-3518
County: Henderson
Telephone: (828)696-1000
Fax: (828)696-1128

Administrator/Director: ~~Kristopher Hoce~~ James M. Kirby II
Title: PRESIDENT/CEO
(Designated agent (individual) responsible to the governing body (owner) for the management of the licensed facility)

Chief Executive Officer: James M. Kirby II **Title:** President/CEO
(Designated agent (individual) responsible to the governing body (owner) for the management of the licensed facility)

Name of the person to contact for any questions regarding this form:

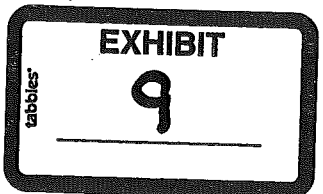
Name: Michael J. Hansen **Telephone:** 828-696-1194

E-Mail: mike.hansen@pardeehospital.org

Primary National Provider Identifier (NPI) registered at NPPES 1144247982

If facility has more than one "Primary" NPI, please provide _____

For questions regarding NPI contact Azzie Conley at (919) 855-4646.



All responses should pertain to **October 1, 2012 through September 30, 2013.**

Type of Health Care Facilities under the Hospital License (please include offsite emergency departments)

List Name(s) of facilities:	Address:	Type of Business / Service:
Margaret R. Pardee Memorial Hospital	800 N Justice St Hendersonville NC 28791	Acute Care
Margaret R. Pardee Memorial Hospital	800 N Justice St Hendersonville NC28791	Psych

Please attach a separate sheet for additional listings

Ownership Disclosure (Please fill in any blanks and make changes where necessary.)

1. What is the name of the legal entity with ownership responsibility and liability?

   Owner: Henderson County Hospital Corporation
   Street/Box: 800 North Justice Street
   City: Hendersonville State: NC Zip: 28791-3518
   Telephone: (828)696-1000 Fax: (828)696-1128
   CEO: James M. Kirby II, President/CEO

   Is your facility part of a Health System? [i.e., are there other hospitals, offsite emergency departments, ambulatory surgical facilities, nursing homes, home health agencies, etc. owned by your hospital, a parent company or a related entity?] _____Yes _____No ___X___

   If 'Yes', name of Health System*: _____

   * (***please attach a list of NC facilities that are part of your Health System***)

   If 'Yes', name of CEO: _____

   a. Legal entity is: ___ For Profit ___X___ Not For Profit

   b. Legal entity is: ___X___ Corporation ___ LLP ___ Partnership
      ___ Proprietorship ___ LLC ___ Government Unit

   c. Does the above entity (partnership, corporation, etc.) **LEASE** the building from which services are offered? ___X___ Yes ___ No

   If "**YES**", name of building owner:
   Henderson County

2. Is the business operated under a management contract? ___X___ Yes ___No

   If 'Yes', name and address of the management company.
   Name: University of North Carolina at Chapel Hill Hospital
   Street/Box: 101 Manning Drive, 4th floor Med Wing E
   City: Chapel Hill State: NC Zip: 27514
   Telephone: (919)966-4131

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

CPT Code	Description	# of Procedures
Simple Treatment Delivery		
77401	Radiation treatment delivery	
77402	Radiation treatment delivery (<=5 MeV)	
77403	Radiation treatment delivery (6-10 MeV)	3
77404	Radiation treatment delivery (11-19 MeV)	9
77406	Radiation treatment delivery (>=20 MeV)	
Intermediate Treatment Delivery		
77407	Radiation treatment delivery (<=5 MeV)	
77408	Radiation treatment delivery (6-10 MeV)	8
77409	Radiation treatment delivery (11-19 MeV)	15
77411	Radiation treatment delivery (>=20 MeV)	
Complex Treatment Delivery		
77412	Radiation treatment delivery (<=5 MeV)	
77413	Radiation treatment delivery (6-10 MeV)	1214
77414	Radiation treatment delivery (11-19 MeV)	2921
77416	Radiation treatment delivery (>= 20 MeV)	
Other Treatment Delivery Not Included Above		
77418	Intensity modulated radiation treatment (IMRT) delivery	782
77372	Radiation treatment delivery, stereotactic radiosurgery (SRS), complete course of treatment of cranial lesion(s) consisting of 1 session; linear accelerator	
77373	Stereotactic body radiation therapy, treatment delivery, per fraction to 1 or more lesions, including image guidance, entire course not to exceed 5 fractions	
G0339	(Image-guided) robotic linear accelerator-based stereotactic radiosurgery in one session or first fraction	
G0340	(Image-guided) robotic linear accelerator-based stereotactic radiosurgery, fractionated treatment, 2nd-5th fraction	
	Intraoperative radiation therapy (conducted by bringing the anesthetized patient down to the linac)	
	Pediatric Patient under anesthesia	
	Neutron and proton radiation therapy	
	Limb salvage irradiation	
	Hemibody irradiation	
	Total body irradiation	
Imaging Procedures Not Included Above		
77417	Additional field check radiographs	2238
	Total Procedures – Linear Accelerators	7190
Gamma Knife® Procedures		
77371	Radiation treatment delivery, stereotactic radiosurgery (SRS), complete course of treatment of cranial lesion(s) consisting of one session; multisource Cobalt 60 based (Gamma Knife®)	0
	Total Procedures – Gamma Knife®	0

11. Linear Accelerator Treatment Data *continued*

a. Number of patients who received a course of radiation oncology treatments on linear accelerators (not the Gamma Knife®). Patients shall be counted once if they receive one course of treatment and more if they receive additional courses of treatment. For example, one patient who receives one course of treatment counts as one, and one patient who receives three courses of treatment counts as three. .
Patients 246 **(This number should match the number of patients reported in the Linear Accelerator Patient Origin Table on page 26.)**

b. Linear Accelerators
1. TOTAL number of Linear Accelerator(s) 1
2. Of the TOTAL number above, number of Linear Accelerators configured for stereotactic radiosurgery 0
3. Of the TOTAL number above, Number of CyberKnife® Systems: 0
Other specialized linear accelerators 0 Identify Manufacturer of Equipment

c. Number of Gamma Knife® units 0

d. Number of treatment simulators ("machine that produces high quality diagnostic radiographs and precisely reproduces the geometric relationships of megavoltage radiation therapy equipment to the patient."(GS 131E-176(24b))) 1

12. Telemedicine

a. Does your facility utilize telemedicine to have images read at another facility? yes

b. Does your facility read telemedicine images? yes

13. Additional Services:

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

	Check		Check
1. Cardiac Rehab Program (Outpatient)	X	5. Rehabilitation Outpatient Unit	X
2. Chemotherapy	X	6. Podiatric Services	X
3. Clinical Psychology Services	X	7. Genetic Counseling Service	
4. Dental Services	X	8. **Number** of Acute Dialysis Stations	0

b) **Hospice Inpatient Unit Data:**
Hospital-based hospice units with licensed hospice beds. List each county served and report **all patients by county of residence**. Use each patient's age on the admission day to the Licensed Hospice Inpatient Facility. **For age categories count each inpatient client only once.**

All responses should pertain to **October 1, 2012 through September 30, 2013.**

Patient Origin – Linear Accelerator Treatment

Facility County: Henderson

In an effort to document patterns of utilization of linear accelerators in North Carolina, hospitals are asked to provide the county of residence for patients served on linear accelerators in your facility. Report the number of patients who receive radiation oncology treatment on equipment (linear accelerators, CyberKnife®, but not Gamma Knife®) listed in Section 11 of this application. Patients shall be counted once if they receive one course of treatment and more if they receive additional courses of treatment. For example, one patient who receives one course of treatment counts as one, and one patient who receives three courses of treatment counts as three. **The number of patients reported here should match the number of patients reported in Section 11.a. of this application.**

County	No. of Patients	County	No. of Patients	County	No. of Patients
1. Alamance		37. Gates		73. Person	
2. Alexander		38. Graham		74. Pitt	
3. Alleghany		39. Granville		75. Polk	16
4. Anson		40. Greene		76. Randolph	
5. Ashe		41. Guilford		77. Richmond	
6. Avery		42. Halifax		78. Robeson	
7. Beaufort		43. Harnett		79. Rockingham	
8. Bertie		44. Haywood	3	80. Rowan	
9. Bladen		45. Henderson	199	81. Rutherford	4
10. Brunswick		46. Hertford		82. Sampson	
11. Buncombe	6	47. Hoke		83. Scotland	
12. Burke		48. Hyde		84. Stanly	
13. Cabarrus		49. Iredell		85. Stokes	
14. Caldwell		50. Jackson		86. Surry	
15. Camden		51. Johnston		87. Swain	
16. Carteret		52. Jones		88. Transylvania	14
17. Caswell		53. Lee		89. Tyrrell	
18. Catawba	1	54. Lenoir		90. Union	
19. Chatham		55. Lincoln		91. Vance	
20. Cherokee		56. Macon		92. Wake	
21. Chowan		57. Madison		93. Warren	
22. Clay		58. Martin		94. Washington	
23. Cleveland		59. McDowell		95. Watauga	
24. Columbus		60. Mecklenburg		96. Wayne	
25. Craven		61. Mitchell		97. Wilkes	
26. Cumberland		62. Montgomery		98. Wilson	
27. Currituck		63. Moore		99. Yadkin	
28. Dare		64. Nash		100. Yancey	
29. Davidson		65. New Hanover			
30. Davie		66. Northampton		101. Georgia	
31. Duplin		67. Onslow		102. South Carolina	2
32. Durham		68. Orange		103. Tennessee	
33. Edgecombe		69. Pamlico		104. Virginia	
34. Forsyth		70. Pasquotank		105. Other States	1
35. Franklin		71. Pender		106. Other	
36. Gaston		72. Perquimans		**Total No. of Patients**	246

All responses should pertain to **October 1, 2012 through September 30, 2013.**

This application must be completed and submitted with ONE COPY to the Acute and Home Care Licensure and Certification Section, Division of Health Service Regulation prior to the issuance of a 2014 hospital license.

AUTHENTICATING SIGNATURE: The undersigned submits application for the year 2014 in accordance with Article 5, Chapter 131E of the General Statutes of North Carolina, and subject to the rules and codes adopted thereunder by the North Carolina Medical Care Commission (10A NCAC 13B), and certifies the accuracy of this information.

Signature: James M. Kirby II **Date:** 12/19/13

PRINT NAME OF APPROVING OFFICIAL James M. Kirby II

Please be advised, the license fee must accompany the completed application and be submitted to the Acute and Home Care Licensure and Certification Section, Division of Health Service Regulation, prior to the issuance of a hospital license.

EXHIBIT
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STATE OF NORTH CAROLINA
Department of Health and Human Services
Division of Facility Services

CERTIFICATE OF NEED
for
Project Identification Number B-7171-04
FID# 943324

ISSUED TO: **Henderson County Hospital Corporation**
d/b/a Margaret R. Pardee Memorial Hospital (Lessee)
and Henderson County (Lessor)
800 North Justice Street
Hendersonville, NC 28791

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

SCOPE: **Margaret R. Pardee Memorial Hospital shall acquire a replacement linear accelerator, simulator and associated equipment and renovate space within the existing cancer center to accommodate the equipment/Henderson County**

CONDITIONS: **See Reverse Side**

PHYSICAL LOCATION: **Margaret R. Pardee Memorial Hospital**
800 North Justice St., Hendersonville, NC 28791

MAXIMUM CAPITAL EXPENDITURE: **$3,844,242**

TIMETABLE: **See Reverse Side**

FIRST PROGRESS REPORT DUE: **August 15, 2005**

This certificate is effective as of the 15th day of February, 2005.

Lee B. Hoffmanky CRSAC

Chief, Certificate of Need Section
Division of Facility Services

CONDITIONS:

1. Henderson County Hospital Corporation d/b/a Margaret R. Pardee Memorial Hospital (Lessee) and Henderson County (Lessor)\ shall materially comply with all representations made in the certificate of need application.

2. Henderson County Hospital Corporation d/b/a Margaret R. Pardee Memorial Hospital (Lessee) and Henderson County (Lessor) shall not acquire, as part of this project, any equipment that is not included in the projects proposed capital expenditure in Section VIII of the application or that would otherwise require a certificate of need.

3. Prior to the issuance of the certificate of need, Henderson County Hospital Corporation d/b/a Margaret R. Pardee Memorial Hospital (Lessee) and Henderson County (Lessor) shall acknowledge acceptance and agree to comply with all conditions stated herein to the Certificate of Need Section in writing prior to issuance of the certificate of need

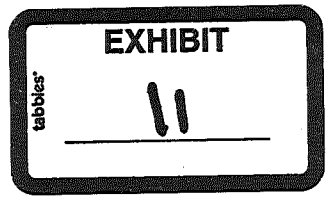
A letter acknowledging acceptance of and agreeing to comply with all conditions stated in the conditional approval letter was received by the Certificate of Need Section on January 24, 2005.

TIMETABLE:

Contract Award	July 1, 2005
25% completion of construction	August 1, 2005
75% completion of construction	January 1. 2006
Completion of construction	March 1, 2006
Operation of Equipment	October 15, 2005

EQUIPMENT COMPARISON

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	Linear Accelerator	Linear Accelerator
Manufacturer of Equipment	Siemens	Elekta
Tesla Rating for MRIs	NA	NA
Model Number	ONCOR Impression Plus	Infinity
Serial Number	M4183	
Provider's Method of Identifying Equipment	Serial number	Serial Number
Specify if Mobile or Fixed	Fixed	Fixed
Date of Acquisition of Each Component	2005	
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	Title
Specify if Equipment was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>		
Total Cost of Equipment		See Capital Cost Sheet
Fair Market Value of Equipment		See Quote
Locations Where Operated	807 N. Justice St.	747 6th Ave. West
Number of Days in Use/To Be Used in N.C. Per Year	Clinic open 5 days/week; available all days for emergencies	Clinic open 5 days/week; available all days for emergencies
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	External Beam Radiotherapy with photons and Elctrons; IMRT and IGRT	
Type of Procedures New Equipment is Capable of Performing		External Beam Radiotherapy w/ photons and Elctrons; IMRT and IGRT; SRS, VMAT



PROPOSED TOTAL CAPITAL COST OF PROJECT

Project Name: PARDEE/WINGATE/BRCC JOINT HEALTH EDUCATION CAMPUS

Provider/Company: HENDERSON COUNTY

A. **Site Costs**

(1) Full purchase price of land.....			$ 650,000
Acres .62 Price per Acre	$		
(2) Closing costs.....			$
(3) Site Inspection and Survey.....			$
(4) Legal fees and subsoil investigation		$	
(5) Site Preparation Costs			
Soil Borings.....	$ 10,000		
Clearing-Earthwork...	$ 70,000		
Fine Grade For Slab...	$ 25,000		
Roads-Paving.....	$ 270,000		
Concrete Sidewalks....	$ 75,000		
Water and Sewer.....	$ 34,000		
Footing Excavation....	$ 30,000		
Footing Backfill.....	$ 10,000		
Termite Treatment....	$ 5,000		
Other (Specify).....Mass excavation	$ 103,000		
Sub-Total Site Preparation Costs		$	
(6) Other (Specify) Erosion control		$ 24,000	
(7) **Sub-Total Site Costs**			$ 656,000

B. **Construction Contract**

(8) Cost of Materials				
General Requirements	$ 1,660,000			
Concrete/Masonry	$ 2,100,000			
Woods/Doors & Windows/Finishes	$ 2,000,000			
Thermal & Moisture Protection	$ 2,650,000			
Equipment/Specialty Items	$ 500,000			
Mechanical/Electrical	$ 4,500,000			
Other (Specify) plumbing, steel	$ 1,850,000			
Sub-Total Cost of Materials.....			$ 15,260,000	
(9) Cost of Labor.....			$ 11,330,000	
(10) Other (Specify)			$	
(11) **Sub-Total Construction Contract**				$ 26,590,000

C. **Miscellaneous Project Costs**

(12) Building Purchase.....		$	
(13) Fixed Equipment Purchase/Lease		$	
(14) Movable Equipment Purchase/Lease		$	
(15) Furniture		$	
(16) Landscaping		$ 50,000	
(17) Consultant Fees			
Architect and Engineering Fees	$ 2,600,000		
Legal Fees.....	$		
Market Analysis.....	$		
Other (Specify) (Staff Costs)	$		
Other (Specify).....	$		
Sub-Total Consultant Fees.....		$	
(18) Financing Costs (e.g. Bond, Loan, etc.).		$	
(19) Interest During Construction.		$	
(20) Other (Specify)	$		
(21) **Sub-Total Miscellaneous..**			$
(22) **Total Capital Cost of Project** (Sum A-C above)			$

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

(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.

(Signature of Officer Authorized to Represent Provider/Company)

President and Chief Executive Officer
(Title of Officer)

EXHIBIT 12