



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

ROY COOPER • Governor

MANDY COHEN, MD, MPH • Secretary

MARK PAYNE • Director, Division of Health Service Regulation

December 4, 2019

Aarti Sura  
[asura@catawbavalleyinc.org](mailto:asura@catawbavalleyinc.org)

**Exempt from Review – Replacement Equipment**

**Record #:** 3145  
**Facility Name:** Catawba Valley Medical Center  
**FID #:** 933080  
**Business Name:** Catawba Valley Medical Center  
**Business #:** 2945  
**Project Description:** Replace linear accelerator  
**County:** Catawba

Dear Ms. Sura:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of November 21, 2019, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(f). Therefore, you may proceed to acquire without a certificate of need the Varian Edge linear accelerator to replace the Varian Trilogy linear accelerator SN# 4142. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

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

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

Sincerely,

Ena Lightbourne  
Project Analyst

Martha J. Frisone  
Chief

cc: Construction Section, DHSR  
Radiation Protection Section, DHSR  
Acute and Home Care Licensure and Certification Section, DHSR

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION  
HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603  
MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704  
<https://info.ncdhhs.gov/dhsr/> • TEL: 919-855-3873

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

## Lightbourne, Ena

---

**From:** Aarti Sura <asura@catawbavalleymc.org>  
**Sent:** Monday, December 02, 2019 12:01 PM  
**To:** Lightbourne, Ena  
**Subject:** [External] RE: Exemption-Request for additional information  
**Attachments:** CVMC Campus Map.pdf

**CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [report.spam@nc.gov](mailto:report.spam@nc.gov)**

Hi Ena,

In response to your request for additional information:

1. Documentation that clinical patient services are provided at the site where the equipment proposed to be replaced is currently located.

Yes, CVMC provides clinical patient services at the hospital main campus site where the equipment replacement is planned.

2. Documentation that financial control of the entire licensed health service facility is exercised at the site where the equipment proposed to be replaced is currently located.

Yes, financial control of the entire licensed hospital is exercised at the hospital main campus where the equipment replacement is planned.

3. Documentation that administrative control of the entire licensed health service facility is exercised at the site where the equipment proposed to be replaced is currently located.

Yes, administrative control of the entire licensed hospital is exercised at the hospital main campus where the equipment replacement is planned.

Please see the attached hospital campus map. The LINAC equipment replacement will occur on the main hospital campus.

I hope this provides what you need. Please let me know if you have any further questions.

Thank you,  
Aarti Sura

**From:** Lightbourne, Ena [mailto:[ena.lightbourne@dhhs.nc.gov](mailto:ena.lightbourne@dhhs.nc.gov)]  
**Sent:** Monday, December 2, 2019 10:41 AM  
**To:** Aarti Sura <asura@catawbavalleymc.org>  
**Subject:** Exemption-Request for additional information

Aarti Suri  
[asur@catawbavalleymc.org](mailto:asur@catawbavalleymc.org)

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

Facility: Catawba Valley Medical Center  
Project Description: Replace linear accelerator  
County: Catawba  
FID #: 933080

Dear Ms. Suri:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your letter dated November 15, 2019 regarding the above reference proposal. However, additional information is needed to determine if the project is exempt from review pursuant to N.C. Gen. Stat. §131E-184(f).

Provide a written response to each of the following.

1. Documentation that clinical patient services are provided at the site where the equipment proposed to be replaced is currently located.
2. Documentation that financial control of the entire licensed health service facility is exercised at the site where the equipment proposed to be replaced is currently located.
3. Documentation that administrative control of the entire licensed health service facility is exercised at the site where the equipment proposed to be replaced is currently located.

Your response can be in the form of a statement or documentation of map indicating the location of the items listed above. Please provide information by 12/9/2019. If you have any questions concerning this request, or need additional time to provide requested information, please do not hesitate to call this office.

Sincerely,  
Ena Lightbourne  
Project Analyst

**Ena Lightbourne**

Certificate of Need, Project Analyst  
Division of Health Service Regulation, Healthcare Planning and Certificate of Need Section  
NC Department of Health and Human Services

Office: 919-855-4610  
[Ena.lightbourne@dhhs.nc.gov](mailto:Ena.lightbourne@dhhs.nc.gov)

809 Ruggles Drive, Edgerton Building  
2704 Mail Service Center  
Raleigh, North Carolina 27699-2704

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



Catawba Valley Health System 810 Fairgrove Church Rd Hickory NC 28602. 828-326-3000 "This electronic message may contain information that is confidential and/or legally privileged. It is intended only for the use of the individual(s) and/or entity named as recipients in the message. Please notify the sender immediately and delete the material from your computer if you have received this message in error. Do not deliver, distribute, or copy this message, and do not disclose its contents or take any action as a result of the information it contains. Thank you."



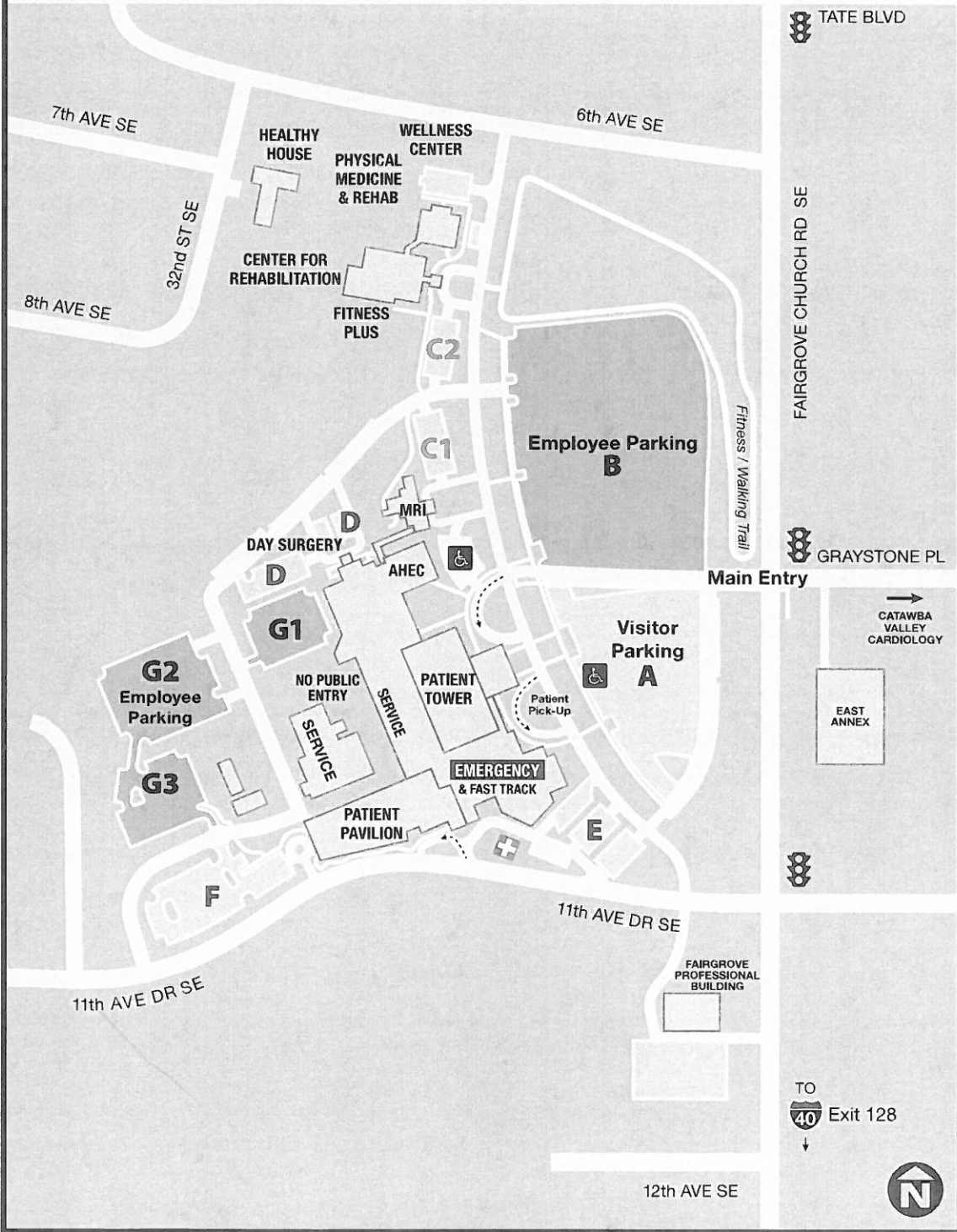


810 Fairgrove Church Road SE  
 Hickory, NC 28602 (828) 326-3000

**MAP LEGEND**

-  Buildings
-  Visitor Parking
-  Traffic Light
-  Roadways
-  Employee Parking
-  Entrance
-  Pedestrian Walkways

← To **Catawba Valley Imaging Center** — 1501 TATE BLVD SE



## Waller, Martha K

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**From:** Flores, Disraeliza  
**Sent:** Thursday, November 21, 2019 1:26 PM  
**To:** Waller, Martha K  
**Subject:** FW: [External] Linear Accelerator Request - Catawba Valley Medical Center  
**Attachments:** Final signed request to DHHS\_Linear Accelerator\_CVMC.pdf

**From:** Aarti Sura <asura@catawbavalleymc.org>  
**Sent:** Thursday, November 21, 2019 11:30 AM  
**To:** Lightbourne, Ena <ena.lightbourne@dhhs.nc.gov>  
**Cc:** Flores, Disraeliza <Disraeliza.Flores@dhhs.nc.gov>; David Meyer <dmeyer@keystoneplanning.com>  
**Subject:** [External] Linear Accelerator Request - Catawba Valley Medical Center

**CAUTION:** External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to [report.spam@nc.gov](mailto:report.spam@nc.gov)

Good afternoon,

Please find attached our request to replace our linear accelerator. Please feel free to reach out to me with any questions. Thank you.

Best,  
Aarti Sura

### **AARTI SURA**

Vice President & Chief Strategy Officer  
[asura@cvmc.us](mailto:asura@cvmc.us) | p 828.732.7162

Catawba Valley Health System  
810 Fairgrove Church Rd, Hickory, NC 28602  
[CVMC Facebook](#) | [catawbavalleyhealth.org](http://catawbavalleyhealth.org)

Exceptional **Healthcare**. Every **Person**. Every **Time**.

Catawba Valley Health System 810 Fairgrove Church Rd Hickory NC 28602. 828-326-3000 "This electronic message may contain information that is confidential and/or legally privileged. It is intended only for the use of the individual(s) and/or entity named as recipients in the message. Please notify the sender immediately and delete the material from your computer if you have received this message in error. Do not deliver, distribute, or copy this message, and do not disclose its contents or take any action as a result of the information it contains. Thank you."

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Received by Healthcare  
Planning & CON Section  
NOV 21 2019



# CATAWBA VALLEY MEDICAL CENTER

November 15, 2019

Ms. Martha Frisone  
Chief, Healthcare Planning and Certificate of Need Section  
Division of Health Service Regulation  
809 Ruggles Drive  
Raleigh, NC 27603

RE: Equipment Replacement at Catawba Valley Medical Center/Catawba  
County

Dear Ms. Frisone:

Pursuant to NCGS 131E-184(f), Catawba Valley Medical Center (CVMC) is writing to inform you of our intent to replace the Varian Trilogy linear accelerator (LINAC) located in our hospital in Hickory. CVMC requests confirmation that this LINAC equipment replacement complies with the regulations set out in NCGS 131E-184(a)(7), NCGS 131E-184(f), and NCAC 14C .0303, as exempt from certificate of need review.

The Agency originally issued a certificate of need for the existing LINAC (Project ID# E-8041-07), and CVMC began using the Varian Trilogy radiation therapy system in 2008. CVMC intends to replace it with a new Varian Edge LINAC. The Trilogy system has been operating daily, used for inpatients, ED patients and other outpatients. The radiation therapy system is 11 years old and has exhausted its useful life. CVMC is simply updating this important patient treatment system with newer technology that offers improved quality of care for patients.

Via this letter, CVMC affirms that it will trade-in the Trilogy LINAC to Varian for removal from operation at CVMC. Varian intends to either scrap the radiation therapy system or refurbish and sell the equipment to another end user. Varian has confirmed to CVMC that it will remove the LINAC from North



Carolina, and the radiation therapy system will not be used again in the State without first obtaining a certificate of need if one is required.

### **Applicable Regulations**

Pursuant to NCGS 131E-184(a)(7):

*"The department shall exempt from certificate of need review a new institutional health service if it receives prior written notice from the entity proposing the new institutional health service, when notice includes an explanation of why the new institutional health service is required, for any of the following: ... (7) To provide replacement equipment."*

NCGS 131E-184(f) states:

*"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(22a) 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."*

Per NCAC 14C .0303:

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

*Replacement equipment is comparable if:*

- (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 12 months after replacement equipment is acquired."*

## **Compliance**

**CVMC hereby certifies that:**

- 1. The total project cost for the replacement radiation therapy system, including the equipment, construction, rigging and installation, and all other costs, is \$4,156,672, as shown on the attached capital cost form. Please see the attached Varian equipment quote of \$3,995,184. CVMC will locate the replacement LINAC in an existing LINAC equipment room within the hospital. This site is the main campus as defined in NCGS 131E-176(14n) for Catawba Valley Medical Center (License # H0223). CVMC's architect confirms that the projected construction cost required to accommodate the replacement LINAC is estimated at \$201,448, including labor and materials plus architect and engineering fees. The cost to remove the existing Varian system from CVMC will be borne by Varian, and Varian is including delivery, rigging, and installation costs in the quotation for the new Edge radiation therapy system.**
- 2. The replacement radiation therapy system will be installed at CVMC for the sole purpose of replacing comparable LINAC equipment currently in use, which will be relocated out of CVMC. A comparison of the existing and replacement equipment is provided in the attached table.**
- 3. The replacement LINAC is functionally similar to the existing radiation therapy equipment and will be used for the same therapeutic procedures as the LINAC equipment currently in use. The replacement equipment is a full-featured radiation therapy system, with features that do not change the basic technology or result in the provision of a new health service or type of procedure.**
- 4. CVMC will have no increase in charges within the initial twelve months after the replacement LINAC is acquired.**
- 5. The average cost per procedure at CVMC will not increase by more than 10% during the initial 12 months of service as a result of the LINAC replacement.**

**CVMC requests that the Division of Health Service Regulation confirm that replacement of the radiation therapy system as proposed herein does not constitute a new institutional health service and is exempt from certificate of need review.**

Please contact Aarti Sura, Vice President & Chief Strategy Officer, at 828.732.7162 regarding any questions concerning this request.

Sincerely,

A handwritten signature in black ink that reads "Eddie Beard". The signature is written in a cursive, slightly slanted style.

Eddie Beard  
President & CEO

**Attachments:**

1. CVMC Hospital License
2. CVMC 2019 Hospital License Renewal Application
3. Capital Cost Table
4. Equipment Comparison Table
5. Vendor Equipment Quote
6. Architect and Contractor Construction Estimates

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**Attachment 1**



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# State of North Carolina

Department of Health and Human Services  
Division of Health Service Regulation

*Effective January 01, 2019, this license is issued to  
County of Catawba*

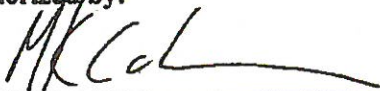
*to operate a hospital known as  
Catawba Valley Medical Center  
located in Hickory, North Carolina, Catawba County.*

*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.*

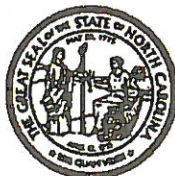
*Facility ID: 933080  
License Number: H0223*

*Bed Capacity: 258  
General Acute 200, Rehabilitation 20, Psych 38,  
Dedicated Inpatient Surgical Operating Rooms: 1  
Dedicated Ambulatory Surgical Operating Rooms: 0  
Shared Surgical Operating Rooms: 12  
Dedicated Endoscopy Rooms: 2*

Authorized by:



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



Director, Division of Health Service Regulation



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**Attachment 2**

REC'D JAN 14 2019

North Carolina Department of Health and Human Services  
Division of Health Service Regulation  
Acute and Home Care Licensure and Certification Section  
Regular Mail: 1205 Umstead Drive  
2712 Mail Service Center  
Raleigh, North Carolina 27699-2712  
Overnight UPS and FedEx only: 1205 Umstead Drive  
Raleigh, North Carolina 27603  
Telephone: (919) 855-4620 Fax: (919) 715-3073

For Official Use Only  
License # 110223 Medicare # 340143  
FID #: 933080  
PC   LJ   Date   1/16/19  

License Fee:                     \$5,065.00                    

**2019  
HOSPITAL LICENSE  
RENEWAL APPLICATION**

Legal Identity of Applicant: County of Catawba  
(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: Catawba Valley Medical Center  
Other: Carolinas Mobile Lithotipsy Service  
Other: \_\_\_\_\_

Facility Mailing Address: 810 Fairgrove Church Road SE  
Hickory, NC 28602

Facility Site Address: 810 Fairgrove Church Road  
Hickory, NC 28602  
County: Catawba  
Telephone: (828)326-3800  
Fax: (828)326-3371

Application Rec'd Date   1-14-19    
Fee Paid-Ck #   477404    
Amount   \$ 5,065    
Initials   [Signature]    
DHSR Acute and Home Care L&C

Administrator/Director: Edward L. Beard Jr  
Title: President-CEO  
(Designated agent (individual) responsible to the governing body (owner) for the management of the licensed facility)

Chief Executive Officer: Edward L. Beard Jr 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: Kimberly S. Crews Telephone: 828-326-3806

E-Mail: kcrews@catawba-valleymc.org

All responses should pertain to October 1, 2017 through September 30, 2018

**11. Linear Accelerator Treatment Data *continued***

Campus – if multiple sites: \_\_\_\_\_

- 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

Number of Patients 557

(This number should match the number of patients reported in the Linear Accelerator Patient Origin Table on page 32.)

- b. TOTAL number of Linear Accelerators: 2

Of the TOTAL above,

Number of Linear Accelerators configured for stereotactic radiosurgery: 1

Number of CyberKnife® Systems: 0

Number of other specialized linear accelerators: 0

- c. Number of Gamma Knife® units: 0

- d. Number of treatment simulators: 1

("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)))

- e. Number of grandfathered Linear Accelerators: 0

For questions, please contact Healthcare Planning and Certificate of Need at 919-855-3873.

- f. CON Project ID numbers for all non-grandfathered Linear Accelerators: \_\_\_\_\_

**Attachment 3**

**Projected Capital Cost Form**

Building Purchase Price	0
Purchase Price of Land	0
Closing Costs	0
Site Preparation	0
Construction/Renovation Contract(s)	\$201,488
Landscaping	0
Architect / Engineering Fees	included in construction figure above (see detailed estimate)
Medical Equipment	\$3,995,184
Non-Medical Equipment	0
Furniture	0
Consultant Fees (specify)	0
Financing Costs	0
Interest during Construction	0
Other (specify)	0
<b>Total Capital Cost</b>	<b>\$4,156,672</b>

**CERTIFICATION BY A LICENSED ARCHITECT OR ENGINEER**

I certify that, to the best of my knowledge, the projected capital cost for the proposed project is complete and correct.

*attachment 6*

See architect signature on ~~following page~~

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

\_\_\_\_\_  
Signature of Licensed Architect or Engineer

**CERTIFICATION BY AN OFFICER OR AGENT FOR THE PROPONENT**

I certify that, to the best of my knowledge, the projected total capital cost for the proposed project is complete and correct and that it is our intent to carry out the proposed project as described.

*Edward Z. Bandy*

\_\_\_\_\_  
Signature of Officer/Agent

Date Signed: 11-21-19

*President and CEO*

\_\_\_\_\_  
Title of Officer/Agent

**Attachment 4**



**EQUIPMENT COMPARISON**

	<b>EXISTING EQUIPMENT</b>	<b>REPLACEMENT EQUIPMENT</b>
Type (e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotripter, MRI, PET, Simulator, CT Scanner, Other Major Medical Equipment)	Linear Accelerator	Linear Accelerator
Manufacturer	Varian	Varian
Model number	Trilogy	Edge
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)	SN# 4142	Not yet available
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	10/10/2008	NA
Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?	New	New
Total projected capital cost of the project <Attach a signed Projected Capital Cost form>	NA	\$4,156,672
Total cost of the equipment	\$2,778,750	\$3,995,184
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	CVMC	CVMC
Document that the existing equipment is currently in use	Yes	NA
Will the replacement equipment result in any increase in the average charge per procedure?	NA	No
If so, provide the increase as a percent of the current average charge per procedure	NA	NA
Will the replacement equipment result in any increase in the average operating expense per procedure?	NA	No
If so, provide the increase as a percent of the current average operating expense per procedure	NA	NA
Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>	Cancer Treatment	NA
Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>	NA	Cancer Treatment

**Attachment 5**



**varian**

Custom System Proposal

Quotation Number - 2019-230480

\*\*\*Confidential - Proposal is intended for recipient and recipients site representatives only\*\*\*

Looking further



## Catawba Valley Medical Center ("Customer")

Len Hurst  
 810 FAIRGROVE CHURCH RD, CATAWBA  
 HICKORY, North Carolina 28602-9617 United States  
 Tel : +1 (828) 326 - 3856  
 Email : lhurst@catawbavalleymc.org

## Varian Medical Systems, Inc

Jeffrey Boone  
 US District Sales Manager  
 3290 Northside Pkwy NW Suite 400  
 Atlanta, GA 30327 US  
 Tel : (704) 737-9395

### Quote Information

Quotation Number :	2019-230480	Sales PO Required :	Yes
Quotation Valid Until :	January 24, 2020	Customer Procurement Contact Name :	Needed
Customer Requested Delivery Date :	May 15, 2020		
Quotation Date :	October 31, 2019		

### Sales

Incoterms :	US1: FOB: Origin
Payment Terms :	30 days net
Down Payment :	30.00%
Shipment :	65.00%
Acceptance :	5.00%

For orders equal or less than \$75K, 100% upon shipment, net 30.

### Quotation Total

Quotation Total : US \$3,995,184.00

### Terms and Conditions

This Quotation and Customer's access to and use of the Products and Services as indicated in this Quotation are subject to and governed by (a) the Varian Terms and Conditions of Sale (Form RAD 1652) that can be viewed and are directly accessible at: [https://www.varian.com/1652V\\_Apr\\_2017](https://www.varian.com/1652V_Apr_2017) and (b) any Schedules, Exhibits and/or additional terms (including third party terms) contained, attached, referenced or otherwise indicated in this Quotation that apply to the specific products or services indicated in this Quotation. Form RAD 1652 will not apply: (a) to Customer's access and use of Software-as-a-Service or Subscription Products and Services as indicated in the Quotation, which are subject to and governed by the Software-as-a-Service Terms and Conditions (Form RAD 10487 US) that can be viewed and are directly accessible at: [http://www.varian.com/SAAS\\_Oct\\_2017](http://www.varian.com/SAAS_Oct_2017) and any Schedules, Exhibits and/or additional terms (including third party terms) contained, attached, referenced or otherwise indicated in this Quotation that apply to the Software-as-a-Service Terms and Conditions or (b) to the extent a separate written agreement (e.g. master agreement) is in effect between the Customer and Varian that expressly and specifically provides for and governs the purchase and sale of the specific products, software support, and/or services set forth in this Quotation. Hard copies of Form RAD 1652 and Form RAD 10487 US will be provided to Customer upon written request.

### For and on behalf of Customer

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Authorized Representative : Len Hurst  
 Title : Chief, Medical Physics  
 Date : October 31, 2019

### For and on behalf of Varian Medical Systems

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Authorized Representative : Jeffrey Boone  
 Title : US District Sales Manager  
 Date : October 31, 2019

## Quotation Summary

varian

Offered Products (Sales)	Offer Price
Scalable EDGE	US \$2,724,758.00
IDENTIFY for EDGE and Planning CT	US \$330,765.00
IDENTIFY For TrueBeam and Acuity	US \$306,593.00
Trade In for Trilogy	-US \$67,252.00
TrueBeam Comprehensive Upgrade (H191150)	US \$390,527.00
C-Series Upgrade H770300 (H770300)	US \$38,271.00
InSightive Analytics	US \$42,506.00
InSightive Server	US \$9,439.00
Advantage Credits	US \$55,000.00
Travel and Lodging for training	US \$15,000.00
Eclipse Expansion	US \$149,577.00

Draft Only



Item	Description	Qty
<b>Section 1 Scalable EDGE</b>		
1.1	<b>Edge Version 2.7</b>	1
1.2	<b>Existing Baseframe 52" Fixed Floor</b> Use of existing baseframe may require modification.	1
1.3	<b>10/10 MV (BJR 11/17)</b> 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min.	1
1.4	<b>6/6 MV (BJR 11/17)</b> 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min.	1
1.5	<b>PerfectPitch 6DoF Couch</b> Fully integrated 6-Degrees of Freedom (6DoF) couch system.  Features: <ul style="list-style-type: none"> <li>• Manual and automated positioning of the patient</li> <li>• Image-based 6DoF patient positioning with remote couch motion</li> </ul> Prerequisites: <ul style="list-style-type: none"> <li>• ARIA® Oncology Information System for Radiation Oncology v.11 or later</li> </ul>	1
1.6	<b>10X High Intensity Mode</b> 40 cm x 40 cm maximum field size, dose rate range 400-2400 MU/min in 400 MU/min steps.	1
1.7	<b>6X High Intensity Mode</b> 40 cm x 40 cm maximum field size, dose rate range 400-1400 MU/Min in 200 MU/min steps.	1
1.8	<b>Low-X Imaging Energy</b> Low-X imaging energy configuration, providing high soft tissue contrast when imaging in-line with the treatment beam.	1
1.9	<b>Delta Couch</b> Delta Couch supports automated management of treatment plan-based shifts from initial set up mark to treatment isocenter. Features: <ul style="list-style-type: none"> <li>• Delta couch shift set-up</li> </ul> Prerequisites: <ul style="list-style-type: none"> <li>• TrueBeam® v2.7 or higher</li> <li>• ARIA® oncology information system for radiation oncology v11.0 MR4.1 or higher, or compatible third-party oncology information system</li> </ul> Customer Responsibilities: <ul style="list-style-type: none"> <li>• Verify compatibility with third-party oncology information systems if applicable</li> </ul>	1

Item	Description	Qty
1.10	<p><b>kV Imaging System</b></p> <p>kV Imaging system, providing 2D radiographic and fluoroscopic and 3D CBCT imaging capability.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• kV CBCT image acquisition, review, and match to 3D reference image</li> <li>• Radiographic image acquisition, with 2D/2D and 2D/3D image matching to reference image</li> <li>• Fluoroscopic image acquisition, with structure overlay on fluoroscopic images.</li> <li>• kV CBCT image acquisition with a long field of view, provided by merging multiple indexed CBCT images. Online data acquisition and viewing only.</li> </ul>	1
1.11	<p><b>Triggered Imaging</b></p> <p>Automated Intrafraction 2D kV radiographic imaging, with images triggered by respiration phase or amplitude, gantry angle, time period, or MU. Automated image-based beam hold on fiducial markers, based on user-defined marker motion thresholds.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Respiration Triggered Imaging</li> <li>• MU Triggered Imaging</li> <li>• Gantry Triggered Imaging</li> <li>• Time Triggered Imaging</li> <li>• Autobeam Hold</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• Respiratory Motion Management System</li> </ul>	1
1.12	<p><b>Advanced Resp Motion Management System</b></p> <p>Stereoscopic optical system for managing patient respiration motion during treatment delivery and imaging.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Stereoscopic optical imager, including marker block for tracking patient respiration motion</li> <li>• Respiratory gated treatment delivery</li> <li>• Respiratory gated MV image acquisition and online review, respiration synchronized cine image acquisition and online review</li> <li>• Respiratory gated kV image acquisition and online review, respiration synchronized fluoroscopic image acquisition and online review</li> </ul>	1
1.13	<p><b>Gated CBCT</b></p> <p>Provides the ability to acquire CBCT images synchronized with patient respiration (free-breathing or breath hold).</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Gated CBCT Imaging License: CBCT image acquisition, image review, and image match to respiratory gated reference image.</li> <li>• Short Arc CBCT Imaging License: CBCT image acquisition using a 120-150 degree arc, image review, and image match to respiratory gated reference image. Short arc CBCT is an option for single breath hold CBCT data acquisition.</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• One of the following <ul style="list-style-type: none"> <li>• Advanced Respiratory Motion Management System</li> <li>• Basic Respiratory Motion Management System</li> <li>• Respiratory Motion Management System</li> <li>• Optical Imager</li> </ul> </li> <li>• kV Imaging System</li> </ul>	1
1.14	<p><b>Additional MotionView CCTV Camera System</b></p>	1



Item	Description	Qty
	<p>Additional set of two Motion View CCTV cameras and displays. Camera placement is at customer discretion.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Two pan, tilt, zoom CCTV cameras</li> <li>• Two desktop LCD displays with built in camera controls</li> <li>• Adjustable viewing angle for patient privacy</li> <li>• Push button pan, tilt, zoom, and home position control</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• Motion View camera system, provided with linac system.</li> </ul>	
1.15	<p><b>Additional In-Room Monitor System</b></p> <p>Additional in-room monitors that can be placed at customer discretion.</p>	1
1.16	<p><b>Main Circuit Breaker Panel</b></p> <p>Main circuit breaker panel, interfacing to a single power input feed from the facility Mains. Circuit breakers provide independent over-current protection for equipment at the console and in the treatment room. UL and IEC/CE certified.</p>	1
1.17	<p><b>Power Cond., 3phase 50KVA</b></p> <p>Transtector 50KVA, 3-phase power conditioning unit, providing transient protection, line power regulation, and Input and Output circuit breakers for over-current protection. UL and IEC/CE certified</p> <p>Notes:</p> <ul style="list-style-type: none"> <li>• Supports voltage configurations from 208 to 600 VAC and in 50 or 60 Hz for US and ROW applications.</li> </ul>	1
1.18	<p><b>Edge™ Radiosurgery Marketing Program</b></p> <p>Edge Local Media Campaign</p> <p>Features:</p> <p>A third-party media advertising campaign valued at \$100,000 in the Customer's name and local geographic area featuring both the Customer's logo and information, and the Varian Edge Radiosurgery technology name, and logo and/or Edge imagery for use within twelve months of Edge system installation. Media will be placed by a third-party advertising agency. The agency will assist the Customer with campaign development and will place all media in the customer's local geography and will be governed by that third party's terms and conditions applicable to the service it provides, and not by Varian's terms and conditions of sale or service. The applicable advertising agency terms and conditions are available upon request. The Customer has sole discretion to apply the third-party media campaign funds to television, radio, outdoor, print or digital media depending on the size and cost of the local market. All use of Varian Edge Radiosurgery technology name and logo is also governed by a separate Varian Marketing Materials License Agreement, which is available on the MyVarian Internet site and upon request.</p> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• Edge™ Radiosurgery System</li> </ul>	1
1.19	<p><b>Motion Management Interface</b></p> <p>Motion management interface is an integrated interface for validated external devices that provide patient positioning, patient and target motion monitoring, and/or respiratory gating. The Motion management interface supports connection of up to four external devices, two of which may be used for respiratory motion management or high speed beam hold.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• 4-DoF or 6-DoF patient positioning capability for compatible validated devices and couch configurations</li> <li>• Integrated external device beam hold and image-based patient repositioning workflow</li> <li>• Patient-specific external device activation and patient plan verification</li> </ul>	1
1.20	<p><b>STD TRNG: TB Platform On-Site</b></p>	1

Item	Description	Qty
	<p>The on-site review of the TrueBeam/Edge/VitalBeam components includes imaging and use cases for support of patient treatment for therapists. This support is to ensure that personnel who attended the classroom training are able to operate the TrueBeam Platform machine in a safe and effective manner in the clinical environment.</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• Includes support for TrueBeam/Edge/VitalBeam</li> <li>• Offer is valid for 18 months after installation of product</li> </ul> <p><b>Prerequisites:</b></p> <ul style="list-style-type: none"> <li>• TrueBeam Platform classroom trainings</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• Training is non-refundable and non-transferable</li> </ul>	
1.21	<p><b>INCL ED: TB201 TB Platform Physicists</b></p> <p>TrueBeam Physics and Administration: TrueBeam Physics and Administration course is designed for personnel (primarily Medical Physicists) responsible for the acceptance, commissioning, and QA program development of the TrueBeam in the clinical environment. It is recommended that the student attend the TrueBeam Physics and Administration course shortly before the installation of the TrueBeam. The course provides instruction of the basic delivery components, basic imaging components, and a general overview of the motion management system components. Machine commissioning, calibration, and QA of the machine are included. The course subject matter is presented from a clinical use perspective. Primary emphasis is on the overall commissioning, calibration, and QA of the TrueBeam and its components. Extensive hands-on laboratory exercises are included.</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• Includes support for TrueBeam/Edge/VitalBeam</li> <li>• Includes Tuition and Materials for ONE person</li> <li>• Length 4.5 days</li> <li>• Offer is valid for 18 months after installation of product</li> </ul> <p><b>Customer Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals)</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• Training is non-refundable and non-transferable</li> </ul>	1
1.22	<p><b>INCL ED: TB101 TB Platform Operations</b></p> <p>TrueBeam Operations is a course designed for personnel (primarily Radiation Therapists) responsible for the routine operation and clinical use of the TrueBeam. It is recommended that students attend the TrueBeam Operations course shortly before clinical use and the commencement of patient treatments. The course provides instruction of the basic delivery components, basic imaging components, and a general overview of the motion management system components. The course subject matter is presented from a clinical use perspective. Primary emphasis is on the overall understanding of the TrueBeam function and operation to include imaging and respiratory gating. Extensive hands-on laboratory exercises are included. The attendees of this class will be provided tools to allow them to instruct other clinical staff upon their return.</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• Includes support for TrueBeam/Edge/VitalBeam</li> <li>• Includes Tuition and Materials for ONE person</li> <li>• Length 4 days</li> <li>• Offer is valid for 18 months after installation of product</li> </ul> <p><b>Customer Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals)</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• Training is non-refundable and non-transferable</li> </ul>	1
1.23	<p><b>INCL ED: CL222 Respiratory Gating</b></p> <p>The Respiratory Gating course provides training for physicists and therapists, to obtain knowledge of principles and practices of respiratory gating in radiation oncology for clinical implementation.</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• Includes support for TrueBeam Platform</li> </ul>	1



Item	Description	Qty
	<ul style="list-style-type: none"> <li>• Includes Tuition and Materials for ONE person</li> <li>• Length: 2 days</li> <li>• Offer is valid for 18 months after installation of product</li> </ul> <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> <li>• Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals)</li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>• Training is non-refundable and non-transferable</li> </ul>	
1.24	<b>NLS: English</b>	1
1.25	<b>Edge™ Radiosurgery System</b>	1
	<p>The Edge™ Radiosurgery System provides capabilities for delivering radiosurgery treatments where radiation is indicated</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Treatment console with integrated audio and video systems</li> <li>• HD120™ High Definition Multileaf Collimator</li> <li>• 6MV X-ray treatment energy</li> <li>• 43cm x 43cm MV imager</li> <li>• Basic X-Ray treatment delivery technique package, including Static Photon, Photon Arc, and Dynamic Conformal Arc treatment delivery techniques</li> <li>• Intensity Modulated RadioTherapy (IMRT) treatment technique, including large field IMRT</li> <li>• Total Body Treatment technique package</li> <li>• 2D MV Radiographic and Cine Image Acquisition, 2D/2D Radiographic Image Review and match, Cine image review</li> <li>• Relative Portal Dosimetry Image and Integrated Image Acquisition</li> <li>• Matching of 2D radiographs to 3D reference images</li> <li>• Online addition of kV and MV imaging protocols to treatment fields, with automated generation of reference images</li> <li>• Online Physician Approval of Images at Treatment Console (compatible with ARIA® only)</li> <li>• Automated Machine Performance Check Testing, Online Machine Performance Check Review</li> <li>• Offline Machine Performance Check Review</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• ARIA® oncology information system for radiation oncology v11.0 MR4.1 or higher, or compatible third-party oncology information system</li> <li>• Eclipse™ treatment planning system v11.0 MR3 or higher, or compatible third-party treatment planning system</li> </ul> <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> <li>• Verify compatibility with third-party oncology information systems if applicable</li> <li>• Verify compatibility with third-party treatment planning systems if applicable</li> <li>• If using a scale other than IEC 60601 or IEC 61217 in the rest of the department, it may be necessary to change scales on all other machines. This may require additional purchases.</li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>• None.</li> </ul>	
1.26	<b>18/28 MV (BJR 11/17)</b>	1
	40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min.	
1.27	<b>HyperArc Treatment Delivery Capability</b>	1
	<p>Frameless, MLC-based technique for multiple intracranial SRS targets. Automated non-coplanar treatment delivery with integral intrafraction imaging at specified couch angles</p> <p>Features</p> <ul style="list-style-type: none"> <li>• HyperArc™ Delivery License</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• TrueBeam™ or Edge® system v2.7 or higher</li> <li>• RapidArc® delivery license</li> <li>• PerfectPitch™ 6-Degrees of Freedom (6DoF) couch</li> <li>• Varian IGRT couch top or QFix KVue™ or KVue Calypso® couch top</li> <li>• Encompass™ SRS Immobilization System by Qfix®</li> </ul>	



Item	Description	Qty
	<ul style="list-style-type: none"> <li>• Eclipse™ treatment planning system v15.5 or higher</li> <li>• HyperArc treatment planning license</li> <li>• Eclipse RapidArc® planning license</li> <li>• ARIA® oncology information system for radiation oncology v15.1 or higher</li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>• Use of external devices connected to Motion Management or ADI interfaces with HyperArc are not validated or supported by Varian</li> <li>• It is recommended that the patient CT scan used for treatment planning be acquired at a slice thickness of 1.25 mm or better</li> </ul>	
1.28	<p><b>RapidArc Treatment Delivery</b></p> <p>RapidArc® Treatment Delivery is a volumetric modulated arc treatment delivery technique.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Simultaneous modulation of MLC aperture shape, beam dose rate, and gantry angle and rotation speed during beam delivery</li> <li>• Supports dynamic jaw tracking and collimator rotation with supporting treatment planning system</li> </ul> <p>Prerequisites</p> <ul style="list-style-type: none"> <li>• 120 Multi Leaf Collimator or HD120™ Multi Leaf Collimator</li> <li>• Eclipse™ treatment planning system v11.0 or higher</li> <li>• RapidArc treatment planning license</li> <li>• Compatible server hardware and operating system. For detailed specifications, visit: <a href="http://www.varian.com/hardware/specs">www.varian.com/hardware/specs</a></li> </ul>	1
1.29	<p><b>LAP Apollo Blue Room Laser Kit</b></p> <p>Features:</p> <ul style="list-style-type: none"> <li>• One Apollo Blue Remote Controlled Ceiling Crosshair Laser</li> <li>• Two Apollo Blue Remote controlled Lateral Crosshair Lasers</li> <li>• One Apollo Blue Remote Vertical or Horizontal Controlled Sagittal Line Laser (selected prior to system production)</li> </ul>	
1.30	<p><b>Varian Advanced Clinical School</b></p> <p>The Varian Advanced Clinical School provides clinical knowledge relevant to the modern radiation oncology practice. 6 disease sites covered over a 3-day period, a broad range of experience and expertise is shared with the course attendees. The faculty is comprised of leading radiation oncologists and medical physicists from a variety of prominent institutions nationwide. The case-based course focuses on advanced practical applications taught through physician and physicist didactic and hands-on demonstrations. Disease sites covered are: CNS, H&amp;N, Breast, Lung, GI and GU. The clinical school also covers advanced techniques such as SRS, SBRT, motion management, adaptive therapy and knowledge-based treatment planning, as well as clinical workflow development and advanced imaging implementation. Multiple quantities of this course may need to be purchased as each attendee requires a tuition. Attending as a multidisciplinary group is ideal for this course, as implementing new technology is most successful when all specialties are involved in the process. The intended audience is radiation oncologists and medical physicists. However, medical dosimetrists will also gain value from attending the course, but treatment planning is not explicitly covered. For comprehensive training in treatment planning please refer to EC103.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Academic experts covering 6 disease sites over 3 days</li> <li>• Didactic lectures</li> <li>• Patient management</li> <li>• Contouring, planning considerations</li> <li>• TrueBeam® Lab demonstrations</li> <li>• Duration &amp; Location: 3 days at nearest Varian Education Center offering this course</li> </ul> <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> <li>• Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals)</li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>• Offer is valid for up to 18 months after installation of product</li> <li>• Includes tuition and materials for one person</li> <li>• Non-transferable to other products and services and non-refundable</li> </ul>	4
1.31	<p><b>UAB Clinical Observation</b></p>	1

Item	Description	Qty
	<p>This one-day clinical observation provides the learner an opportunity to observe modern radiation oncology practice at University of Alabama at Birmingham (UAB). This day will focus on how UAB uses Varian technology to provide care to patients. Intended attendees are radiation oncologists, physicists, dosimetrists, therapists, and surgeons</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• Clinical workflows</li> <li>• Clinical implementation and imaging</li> <li>• Positioning and immobilization</li> <li>• Treatment planning and protocols</li> <li>• Duration: 1 day</li> </ul> <p><b>Prerequisites:</b></p> <ul style="list-style-type: none"> <li>• Attend the VC201 Varian Clinical School</li> </ul> <p><b>Customer Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals)</li> <li>• All attendees from the customer site must participate on the same day</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• This course is offered and exclusively controlled by UAB; Varian is not responsible for and has not reviewed the course topic, content or materials. The student will be required to sign an agreement that disclaims all liability for Varian with respect to the content and training</li> <li>• Offer is valid for 18 months after installation of HDMLC or EDGE®</li> <li>• This training is non-transferable to other products and services</li> </ul>	
1.32	<p><b>IGRT Couch Top</b></p> <p>Image Guided RadioTherapy (IGRT) carbon fiber treatment couch top, free of metal or other radiation-opaque materials.</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• Indexed Immobilization® for compatible accessories</li> <li>• Couch top interface for mounting patient immobilization and quality assurance devices at the head of the couch</li> <li>• Lock bar for indexed positioning of equipment or immobilization devices on the couch top</li> <li>• Handrail for couch positioning, with hooks for temporary pendant placement during patient set up</li> </ul>	1
1.33	<p><b>4D CBCT Imaging Package</b></p> <p>4D Cone-Beam Computed Tomography (CBCT) Package. Provides the ability to acquire 4D CBCT images for patient positioning and review target motion analysis at the time of treatment delivery or review target motion analysis post-treatment delivery.</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• 4D kV CBCT Image Match Review License: 4D CBCT image acquisition, image review, and image match to structure of Maximum Intensity Projection (MIP) at the time of treatment delivery</li> <li>• 4D CBCT Image Acquisition License: 4D kV CBCT image acquisition in Advanced Reconstructor Mode for post-treatment image reconstruction, viewing, and offline analysis</li> </ul> <p><b>Prerequisites:</b></p> <ul style="list-style-type: none"> <li>• TrueBeam® v2.7</li> <li>• One of the following:             <ul style="list-style-type: none"> <li>• Advanced Respiratory Motion Management System</li> <li>• Basic Respiratory Motion Management System</li> <li>• Respiratory Motion Management System</li> <li>• Optical Imager</li> </ul> </li> <li>• kV Imaging System</li> <li>• ARIA® oncology information system v11.1 MR1 (11.0.55) or higher or compatible third-party oncology information system</li> <li>• ARIA oncology information system for radiation oncology or Eclipse™ treatment planning system v11 MR3 (11.0.47) or higher</li> <li>• ARIA oncology information system v15.1 or higher is required for review of 4D kV CBCT images in ARIA Offline Review</li> <li>• Compatible server hardware and operating system. For detailed specifications, visit <a href="http://www.varian.com/hardware/specs">www.varian.com/hardware/specs</a></li> </ul> <p><b>Customer Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Verify compatible third-party oncology information system</li> <li>• Initiate Smart Connect application to allow remote monitoring</li> </ul>	1



Item	Description	Qty
1.34	<p><b>SRS Encompass IMB IGRT Couchtop</b></p> <p>The SRS Encompass™ Immobilization package from Qfix™ is a dedicated SRS immobilization package specifically tailored for use with the IGRT couch top.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Encompass Intracranial Standalone Device (quantity: 2)</li> <li>• Encompass mask system (quantity: 10)</li> <li>• Direct Indexing™ Adapter for Varian IGRT couch top (quantity: 1)</li> <li>• Locating bar (quantity: 1)</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• IGRT couch top</li> <li>• TrueBeam® v2.0 and higher</li> <li>• VitalBeam® v2.5 (China only) and higher</li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>• Training will be provided by Qfix</li> </ul>	1
1.35	<p><b>20 MeV, 0-1000 MU/Min</b></p> <p>25 cm x 25 cm maximum field size, dose rate range 0-1000 MU/Min.</p>	1
1.36	<p><b>16 MeV, 0-1000 MU/Min</b></p> <p>25 cm x 25 cm maximum field size, dose rate range 0-1000 MU/Min.</p>	1
1.37	<p><b>12 MeV, 0-1000 MU/Min</b></p> <p>25 cm x 25 cm maximum field size, dose rate range 0-1000 MU/Min.</p>	1
1.38	<p><b>9 MeV, 0-1000 MU/Min</b></p> <p>25 cm x 25 cm maximum field size, dose rate range 0-1000 MU/Min.</p>	1
1.39	<p><b>6 MeV, 0-1000 MU/Min</b></p> <p>25 cm x 25 cm maximum field size, dose rate range 0-1000 MU/Min.</p>	1
		<b>Offer Price</b>
		<b>Section Total : US \$2,724,758 00</b>

**Section 2 IDENTIFY for EDGE and Planning CT**

2.1	<p><b>IDENTIFY CT</b></p> <p>Biometric patient identification, patient and accessory set up for CT simulation.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Palm-based biometric patient identification</li> <li>• RFID-based patient immobilization and set up accessory identification, including bolus</li> <li>• Optical image-based patient immobilization and set up accessory placement, optical tag set included</li> <li>• Optical image-based patient position acquisition, orthopedic surface only</li> <li>• Extended set up note and photo acquisition and display</li> <li>• Patient set up planning application</li> <li>• Starter RFID tag kit for mask, Vac-Lok, carbon fiber, and general use patient set up accessories</li> <li>• RFID tag printing system. Extends RFID tag use for additional custom immobilization devices</li> </ul> <p>Prerequisites:</p>	1
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Item	Description	Qty
	<ul style="list-style-type: none"> <li>• A virtual server accessible by IDENTIFY</li> <li>• ARIA® Connect, ARIA IEM or 3rd party OIS with HL7 SIU Outbound Interface</li> <li>• ARIA Connect, ARIA IEM or 3rd party OIS with HL7 MDM Inbound Interface</li> <li>• Eclipse Treatment Planning System or 3rd party DICOM RT Plan &amp; Structure Set export compliant treatment planning system</li> <li>• ARIA oncology information system v.11 MR3 (11.0.55) or higher OR MOSAIQ®</li> </ul> <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> <li>• Arrange to host virtual server space and access for IDENTIFY central server. One server and set of HL7 interfaces required per site. Virtual server requirements provided in IDENTIFY Central Server Requirements document, provided during site planning.</li> <li>• Verify DICOM RT Plan &amp; Structure Set export compliant 3rd party treatment planning system</li> <li>• Verify MOSAIQ® compatible with TrueBeam v.2.5 or v.2.7 or C-series v.9.5, HL7 interface access</li> </ul>	
2.2	<p><b>IDENTIFY CT RM</b></p> <p>Respiration management for CT Simulation.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Deep inspiration breath hold (DIBH) management for CT image acquisition</li> <li>• Visual coaching</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• IDENTIFY CT</li> </ul>	1
2.3	<p><b>IDENTIFY RT/SGRS</b></p> <p>Biometric patient identification, patient and accessory set up verification for treatment, surface guided patient position monitoring for RT and SRS.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Palm-based biometric patient identification</li> <li>• RFID-based patient immobilization and set up accessory identification and verification, including bolus</li> <li>• Optical image-based patient immobilization and set up accessory placement verification, optical tag set included</li> <li>• Optical image-based patient position verification, orthopedic surface only</li> <li>• Extended set up note and photo acquisition and display</li> <li>• Starter RFID tag kit for mask, Vac-Lok carbon fiber, and general use patient set up accessories</li> <li>• Surface-guided patient position monitoring for RT and SRS, 3-camera configuration</li> <li>• Deep inspiration breath hold management and visual coaching</li> <li>• Patient set up and surface guidance planning application</li> <li>• SRS calibration module and phantom</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• TrueBeam™, Edge™, or VitalBeam™ v.2.5 or higher OR Clinac® v.9.5 or higher</li> <li>• A virtual server accessible by IDENTIFY</li> <li>• ARIA® Connect, ARIA IEM or 3rd party OIS with HL7 SIU Outbound Interface</li> <li>• ARIA Connect, ARIA IEM or 3rd party OIS with HL7 MDM Inbound Interface</li> <li>• Eclipse Treatment Planning System or 3rd party DICOM RT Plan &amp; Structure Set export compliant treatment planning system</li> <li>• ARIA oncology information system v.11.1 MR1 (11.0.55) or higher OR MOSAIQ®</li> </ul> <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> <li>• Arrange to host virtual server space and access for IDENTIFY central server. One server and set of HL7 interfaces required per site. Virtual server requirements provided in IDENTIFY Central Server Requirements document, provided during site planning</li> <li>• Verify DICOM RT Plan &amp; Structure Set export compliant 3rd party treatment planning system</li> <li>• Verify MOSAIQ® compatible with TrueBeam v.2.5 or v.2.7 or C-series v.9.5, HL7 interface access</li> </ul>	1
2.4	<p><b>STD TRNG: IDENTIFY Set Up Onsite Train</b></p> <p>Standard Applications Training for IDENTIFY</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• On-site training details will be provided by the training management team as part of the product implementation process</li> <li>• This training will review features and functions of the IDENTIFY system</li> <li>• Duration and Location 2 days onsite</li> </ul> <p>Prerequisites:</p>	1



Item	Description	Qty
	<ul style="list-style-type: none"> <li>• Installation of the IDENTIFY system</li> <li><b>Customer Responsibilities:</b></li> <li>• Completion of the Customer Responsibilities Document</li> <li><b>Notes:</b></li> <li>• Offer is valid for up to 18 months after installation of product</li> <li>• Non-transferable to other products and services and non-refundable</li> </ul>	
2.5	<p><b>STD TRNG: IDENTIFY SGRS Onsite Training</b></p> <p>Standard Applications Training for IDENTIFY SGRS</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• On-site training details will be provided by the training management team as part of the product implementation process</li> <li>• This training will review features and functions of the IDENTIFY system</li> <li>• Duration and Location: 3 days onsite</li> </ul> <p><b>Prerequisites:</b></p> <ul style="list-style-type: none"> <li>• Installation of the IDENTIFY system</li> <li>• Completion of the Varian ID101 IDENTIFY SGRS Operations classroom course</li> </ul> <p><b>Customer Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Completion of the Customer Responsibilities Document</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• Offer is valid for up to 18 months after installation of product</li> <li>• Non-transferable to other products and services and non-refundable</li> </ul>	1
2.6	<p><b>STD TRNG: IDENTIFY SGRS Onsite Follow U</b></p> <p>Standard Applications Training for IDENTIFY SGRS</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• On-site training details will be provided by the training management team as part of the product implementation process</li> <li>• This training will offer a review of the IDENTIFY SGRS system and assist with workflow changes</li> <li>• Duration and Location: 2 days onsite</li> </ul> <p><b>Prerequisites:</b></p> <ul style="list-style-type: none"> <li>• Installation of the IDENTIFY system</li> <li>• Completion of the Varian ID101 IDENTIFY SGRS Operations classroom course</li> <li>• Completion of the IDENTIFY SGRS standard onsite training</li> </ul> <p><b>Customer Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Completion of the Customer Responsibilities Document</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• Offer is valid for up to 18 months after installation of product</li> <li>• Non-transferable to other products and services and non-refundable</li> </ul>	
2.7	<p><b>INCL ED: ID101 IDENTIFY SGRS Operations</b></p> <p>The IDENTIFY Operations course is designed for a new user of the IDENTIFY SGRS System. The course consists of lectures, instructor-led demonstrations, and individual hands-on exercises. Intended audience includes radiation therapists or medical physicists.</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• Topics covered include:             <ul style="list-style-type: none"> <li>• An overview of the IDENTIFY hardware</li> <li>• In-depth training for patient entry</li> <li>• QA considerations and procedures</li> <li>• Treatment workflows</li> </ul> </li> <li>• Duration and Location: 3.5 days at the nearest Varian Education center to offer this course</li> </ul> <p><b>Prerequisites:</b></p> <ul style="list-style-type: none"> <li>• Installation of the IDENTIFY system</li> </ul> <p><b>Customer Responsibilities:</b></p> <ul style="list-style-type: none"> <li>• Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals)</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• Offer is valid for up to 18 months after installation of product</li> <li>• Non-transferable to other products and services and non-refundable</li> <li>• Includes tuition and materials for one person</li> </ul>	1

Item	Description	Qty	Offer Price
Section Total :			US \$330,765 00

**Section 3 IDENTIFY For TrueBeam and Acuity**

3.1 IDENTIFY RT/SGRS 1

Biometric patient identification, patient and accessory set up verification for treatment, surface guided patient position monitoring for RT and SRS.

**Features:**

- Palm-based biometric patient identification
- RFID-based patient immobilization and set up accessory identification and verification, including bolus
- Optical image-based patient immobilization and set up accessory placement verification, optical tag set included
- Optical image-based patient position verification, orthopedic surface only
- Extended set up note and photo acquisition and display
- Starter RFID tag kit for mask, Vac-Lok, carbon fiber, and general use patient set up accessories
- Surface-guided patient position monitoring for RT and SRS, 3-camera configuration
- Deep inspiration breath-hold management and visual coaching
- Patient set up and surface guidance planning application
- SRS calibration module and phantom

**Prerequisites:**

- TrueBeam™, Edge™, or VitalBeam™ v.2.5 or higher OR Clinac® v.9.5 or higher
- A virtual server accessible by IDENTIFY
- ARIA® Connect, ARIA IEM or 3rd party OIS with HL7 SIU Outbound Interface
- ARIA Connect, ARIA IEM or 3rd party OIS with HL7 MDM Inbound Interface
- Eclipse Treatment Planning System or 3rd party DICOM RT Plan & Structure Set export compliant treatment planning system
- ARIA oncology information system v.11.1 MR1 (11.0.55) or higher OR MOSAIQ®

**Customer Responsibilities:**

- Arrange to host virtual server space and access for IDENTIFY central server. One server and set of HL7 interfaces required per site. Virtual server requirements provided in IDENTIFY Central Server Requirements document, provided during site planning
- Verify DICOM RT Plan & Structure Set export compliant 3rd party treatment planning system
- Verify MOSAIQ® compatible with TrueBeam v.2.5 or v.2.7 or C-series v.9.5, HL7 Interface access

3.2 IDENTIFY CT UPQ 1

Biometric patient identification, patient and accessory set up for CT simulation.

**Features:**

- Palm-based biometric patient identification
- RFID-based patient immobilization and set up accessory identification, including bolus
- Optical image-based patient immobilization and set up accessory placement, optical tag set included
- Optical image-based patient position acquisition, orthopedic surface only
- Extended set up note and photo acquisition and display
- Patient set up planning application
- Starter RFID tag kit for mask, Vac-Lok, carbon fiber, and general use patient set up accessories
- RFID tag printing system
- Extends RFID tag use for additional custom immobilization devices

**Prerequisites:**

- A virtual server accessible by IDENTIFY
- ARIA® Connect, ARIA IEM or 3rd party OIS with HL7 SIU Outbound Interface
- ARIA Connect, ARIA IEM or 3rd party OIS with HL7 MDM Inbound Interface
- Eclipse Treatment Planning System or 3rd party DICOM RT Plan & Structure Set export compliant treatment planning system
- ARIA oncology information system v.11.1 MR1 (11.0.55) or higher OR MOSAIQ®

**Customer Responsibilities:**

- Arrange to host virtual server space and access for IDENTIFY central server. One server and set of HL7 interfaces required per site. Virtual server requirements provided in IDENTIFY Central Server Requirements document, provided during site planning
- Verify DICOM RT Plan & Structure Set export compliant 3rd party treatment planning system
- Verify MOSAIQ® compatible with TrueBeam v.2.5 or v.2.7 or C-series v.9.5, HL7 interface access



Item	Description	Qty
3.3	<p><b>STD TRNG: IDENTIFY Set Up Onsite Train</b></p> <p>Standard Applications Training for IDENTIFY</p> <p>Features:</p> <ul style="list-style-type: none"> <li>On-site training details will be provided by the training management team as part of the product implementation process</li> <li>This training will review features and functions of the IDENTIFY system</li> <li>Duration and Location: 2 days onsite</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>Installation of the IDENTIFY system</li> </ul> <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> <li>Completion of the Customer Responsibilities Document</li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>Offer is valid for up to 18 months after installation of product</li> <li>Non-transferable to other products and services and non-refundable</li> </ul>	1
3.4	<p><b>STD TRNG: IDENTIFY SGRS Onsite Training</b></p> <p>Standard Applications Training for IDENTIFY SGRS</p> <p>Features:</p> <ul style="list-style-type: none"> <li>On-site training details will be provided by the training management team as part of the product implementation process</li> <li>This training will review features and functions of the IDENTIFY system</li> <li>Duration and Location: 3 days onsite</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>Installation of the IDENTIFY system</li> <li>Completion of the Varian ID101 IDENTIFY SGRS Operations classroom course</li> </ul> <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> <li>Completion of the Customer Responsibilities Document</li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>Offer is valid for up to 18 months after installation of product</li> <li>Non-transferable to other products and services and non-refundable</li> </ul>	1
3.5	<p><b>STD TRNG: IDENTIFY SGRS Onsite Follow U</b></p> <p>Standard Applications Training for IDENTIFY SGRS</p> <p>Features:</p> <ul style="list-style-type: none"> <li>On-site training details will be provided by the training management team as part of the product implementation process</li> <li>This training will offer a review of the IDENTIFY SGRS system and assist with workflow changes</li> <li>Duration and Location: 2 days onsite</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>Installation of the IDENTIFY system</li> <li>Completion of the Varian ID101 IDENTIFY SGRS Operations classroom course</li> <li>Completion of the IDENTIFY SGRS standard onsite training</li> </ul> <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> <li>Completion of the Customer Responsibilities Document</li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>Offer is valid for up to 18 months after installation of product</li> <li>Non-transferable to other products and services and non-refundable</li> </ul>	1
3.6	<p><b>INCL ED: ID101 IDENTIFY SGRS Operations</b></p> <p>The IDENTIFY Operations course is designed for a new user of the IDENTIFY SGRS System. The course consists of lectures, instructor-led demonstrations, and individual hands-on exercises. Intended audience includes radiation therapists or medical physicists.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>Topics covered include: <ul style="list-style-type: none"> <li>An overview of the IDENTIFY hardware</li> <li>In-depth training for patient entry</li> </ul> </li> </ul>	1

Item	Description	Qty	Offer Price
	<ul style="list-style-type: none"> <li>• QA considerations and procedures</li> <li>• Treatment workflows</li> <li>• Duration and Location: 3.5 days at the nearest Varian Education center to offer this course</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• Installation of the IDENTIFY system</li> </ul> <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> <li>• Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals)</li> </ul> <p>Notes</p> <ul style="list-style-type: none"> <li>• Offer is valid for up to 18 months after installation of product</li> <li>• Non-transferable to other products and services and non-refundable</li> <li>• Includes tuition and materials for one person</li> </ul>		
<b>Section Total :</b>			<b>US \$306,593.00</b>

**Section 4 Trade in for Trilogy**

4.1	<p><b>Trade-In Discount</b></p> <p>Trilogy H294142 Trade-in</p>	1	
4.2	<p><b>Remove/Dispose Existing Equipment</b></p> <p>Remove Trilogy H294142</p>	1	
<b>Section Total :</b>			<b>-US \$67,252.00</b>

**Section 5 TrueBeam Comprehensive Upgrade (H191150)**

5.1	<p><b>43 x 43 MV Imager,</b></p> <p>Upgrade from a 40 x 30 imager to the 43 x 43 imager for TrueBeam</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Imaging of larger treatment fields and elimination of the need to acquire multiple images and translation of the MV imager between irradiations thereby simplifying the workflow</li> <li>• Integrated image acquisition (for dosimetry purposes) using the FFF energy for all treatment beams</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• TrueBeam® v2.0 MR1 or higher</li> </ul>	1	
5.2	<p><b>PerfectPitch 6DoF Couch</b></p> <p>PerfectPitch™ 6-Degrees of Freedom (6DoF) couch system</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Manual and automated positioning of the patient</li> <li>• Image-based 6DoF patient positioning with remote couch motion</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• ARIA® oncology information system for radiation oncology v11.0 or higher, or compatible third-party oncology information system</li> </ul>	1	



Item	Description	Qty
	<ul style="list-style-type: none"> <li>• TrueBeam® or Edge™ v2.0 or higher</li> </ul> <p>Customer Responsibilities:</p> <ul style="list-style-type: none"> <li>• Verify compatibility with third-party oncology information systems if appl cable</li> </ul>	
5.3	<b>STD TRNG:TB On-site</b>	1
5.4	<p><b>Motion Management Interface</b></p> <p>Motion Management Interface is an integrated interface for validated external devices that provide patient positioning, patient and target motion monitoring, and/or respiratory gating. The Motion Management Interface supports connection of up to four external devices, two of which may be used for respiratory motion management or high speed beam hold.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• 4-DoF or 6-DoF patient positioning capability for compatible validated devices and couch configurations</li> <li>• Integrated external device beam hold and image-based patient repositioning workflow</li> <li>• Patient-specific external device activation and patient plan verification</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• TrueBeam® v2.0 or higher</li> </ul>	1
5.5	<p><b>Qfix™ kVue™ CouchTop</b></p> <p>Indexed Immobilization treatment table kVue™ couch top, by Qfix™, treatment table with carbon fiber couch top, two locating bars, two removable accessory rails, patient straps.</p> <p>Includes the following inserts:</p> <ul style="list-style-type: none"> <li>• Standard indexing insert panel</li> <li>• Dose-max Insert panel</li> <li>• Universal tip insert</li> <li>• service panel.</li> </ul> <p>Note:</p> <p>Compatibility of specific 3rd party accessories, which are intended for use with kVue couch top, should be confirmed by the user directly with the 3rd party supplier before ordering this top.</p>	1
5.6	<p><b>STD TRNG: TrueBeam Platform Upgrade</b></p> <p>TrueBeam® Platform Upgrade training provides support to ensure operation of the TrueBeam system in a safe and effective manner in the clinical environment. Intended audience includes radiation therapists.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Topics covered include:</li> <li>• Review of the new features and enhancements of the TrueBeam/Edge/VitalBeam components</li> <li>• Optional purchases are also reviewed</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• TrueBeam upgrade installed</li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>• Offer is valid for up to 18 months after installation</li> <li>• Training is non-refundable and non-transferable</li> </ul>	1
5.7	<p><b>SRS Encompass IMB Qfix Couchtop</b></p> <p>The SRS Encompass™ Immobilization package from Qfix™ is a dedicated SRS immobilization package specifically tailored for use with the Qfix kVue™ and Calypso® kVue couch tops.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• kVue Encompass Intracranial Insert (quantity: 1)</li> <li>• Encompass Intracranial Standalone Device for CT (quantity: 1)</li> <li>• Encompass mask system (quantity: 10)</li> <li>• Locating bar (quantity: 1)</li> </ul> <p>Prerequisites:</p>	1

Item	Description	Qty
	<ul style="list-style-type: none"> <li>Qfix kVue or Calypso kVue couch top</li> <li>TrueBeam® v2.0 and higher</li> <li>VitalBeam® v2.5 (China only) and higher</li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>Training will be provided by Qfix</li> </ul>	

Offer Price  
Section Total : US \$390,527.00

## Section 6 C-Series Upgrade H770300 (H770300)

6.1	<b>Qfix™ kVue™ CouchTop, Calypso compatible</b>	1
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Carbon fiber composite treatment table top, featuring indexed immobilization, two locating bars, two removable accessory rails, patient straps, and movable carbon fiber support beams. Metal-free and non-conductive.

**Features:**

- Standard insert: Carbon fiber composite insert with indexing every 14 cm
- Universal tip insert: Carbon fiber composite insert allowing mounting of QA and treatment devices at the head of the couch top, 14 cm indexing
- Service overlay: A protective surface designed to be placed on the couch tops to protect the surface during maintenance, QA measurements, and commissioning measurements

**Notes:**

- Customers must confirm with 3<sup>rd</sup> party suppliers of accessories for compatibility.

Offer Price  
Section Total : US \$38,271.00

## Section 7 InSightive Analytics

7.1	<b>STD TRNG: InSightive Training</b>	1
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Training is included with the purchase of InSightive Analytics. Training plan details will be provided by the training management team as part of your product implementation process.

- Offer is valid for 12 months after installation of product. Training is not transferable with other products and services

7.2	<b>InSightive Base w/ Data Rights</b>	1
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InSightive™ analytics is an interactive data visualization and data exploration tool that can be used to display graphs, tables, and dashboards based on aggregated data. Dashboards can be visualized in the ARIA® oncology information system User Home application or in a web browser. Varian has the right to anonymize and de-identify customer data for business or commercial purposes.

**Features:**

- A set of dashboards that showcase standard operational metrics
- Data cube that supports ad-hoc data exploration
- Connection to One (1) ARIA Database

**Prerequisites:**

- ARIA oncology information system for v13.6 or higher
- A dedicated server with a minimum of 8 core and 32GB RAM to host the InSightive. See Varian website for hardware requirement specifications <https://www.varian.com/hardware specs>.

**Customer Responsibilities:**

- A working Active Directory Domain
- A valid Active Directory User with a password set not to expire.
- Internet access on the InSightive server

**Notes:**

- Allocated professional services may only be used for InSightive

7.3	<b>InSightive for ARIA RO</b>	1
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Item	Description	Qty	Offer Price
	<p>This is to provide connection of InSightive™ Analytics to ARIA RO.</p> <p><b>Prerequisites:</b></p> <ul style="list-style-type: none"> <li>ARIA Oncology Information System for Radiation Oncology v13.6 or higher and supporting databases</li> <li>A dedicated server with a minimum of 32GB RAM to host the InSightive solution. See Varian website for hardware requirement specifications <a href="http://www.varian.com/hardwarespecs">www.varian.com/hardwarespecs</a>.</li> <li>Customer Responsibilities:                             <ul style="list-style-type: none"> <li>None</li> </ul> </li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>A working Active Directory Domain</li> <li>Internet access from the InSightive server</li> </ul>		
7.4	<p><b>InSightive RO Connection</b></p> <p>The InSightive RO Connection provides connectivity for a single treatment delivery system.</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>A set of Radiation Oncology (RO) dashboards that showcase clinical metrics</li> <li>Data Cube that supports ad-hoc data exploration</li> <li>Two (2) Named "Viewer" licenses to enable data visualization from ARIA OIS for RO User Home and from any web browser</li> <li>One (1) "Editor" software license for the InSightive desktop application to create, modify and upload dashboards to ARIA and to enable ad-hoc data exploration.</li> </ul> <p><b>Prerequisites:</b></p> <ul style="list-style-type: none"> <li>ARIA Oncology Information System for Radiation Oncology v13.6 or higher and supporting databases.</li> <li>A dedicated server with a minimum of 32GB RAM to host the InSightive solution. See Varian website for hardware requirement specifications <a href="https://www.varian.com/hardwarespecs">https://www.varian.com/hardwarespecs</a>.</li> </ul> <p><b>Customer Responsibilities:</b></p> <ul style="list-style-type: none"> <li>A working Active Directory Domain</li> <li>Internet access from the InSightive server</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>Pricing is based on number of active treatment delivery systems in the database</li> </ul>	2	
			Section Total : US \$42,506.00

**Section 8 InSightive Server**

8.1	<p><b>Small InSightive Combo Server – No Rack</b></p> <p>Computer hardware, including storage, to support a single installation of the Varian InSightive Server software and Varian Data Warehouse Database. For a detailed description of the hardware and software provided with this server see the Varian Provided Hardware specifications (<a href="https://www.varian.com/hardwarespecs">https://www.varian.com/hardwarespecs</a>).</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>1 Dell Rack Server</li> <li>Windows Operating System and client access licenses</li> <li>Dell 3 Year ProSupport Warranty</li> </ul> <p><b>Prerequisites:</b></p> <ul style="list-style-type: none"> <li>InSightive</li> </ul> <p><b>Customer Responsibilities:</b></p> <ul style="list-style-type: none"> <li>Space, Cooling, Power, and any external network devices/ports to connect the system to the customer's network.</li> <li>Perform any required maintenance including contacting Dell as necessary for any Dell support required.</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>This server is sized to support a customer with up to 4 Linear Accelerators.</li> <li>Usage of Varian software can vary considerably, it is the customer's responsibility to monitor the performance of the server based on their specific workload and ensure sufficient computer resources are available.</li> <li>Customers may purchase an extended Warranty directly from Dell.</li> </ul>	1	
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Offer Price

Item	Description	Qty	Offer Price
		<b>Section Total :</b>	<b>US \$9,439.00</b>
<b>Section 9 Advantage Credits</b>			
9.1	<b>Advantage Contract Credits</b>		
	Advantage Credits can be utilized for Varian's Professional Services, such as consulting, on-site applications training, education, and third-party services including physics services and clinical schools that are purchased through Varian. For further details, please reference the attached Terms and Conditions.		
9.2	<b>Additional Advantage credits</b>	100.0	
	(Qty: 100, Credit per Qty: 1.0 ) Undefined Advantage credits		
	<u>Total Advantage Credits for this Section: 100.0</u>		
		<b>Section Total :</b>	<b>US \$55,000.00</b>
<b>Section 10 Travel and Lodging for training</b>			
10.1	<b>Travel and Lodging</b>	10	
	Travel and Lodging for Included and additional training.		
		<b>Section Total :</b>	<b>US \$15,000.00</b>
<b>Section 11 Eclipse Expansion</b>			
11.1	<b>Eclipse Physician Desktop to Ecl Adv Planner</b>	1	
	Software package upgrade from the Eclipse™ Physician Desktop to the Eclipse Advanced Planner Desktop		
	Features:		
	• Eclipse Advanced Planner Desktop		
	Prerequisites:		
	• Eclipse Physician Desktop		
	• <a href="http://www.varian.com/oncology/products/software/treatment-planning/Eclipse-treatment-planning-system?cat=resources">www.varian.com/oncology/products/software/treatment-planning/Eclipse-treatment-planning-system?cat=resources</a>		
11.2	<b>HyperArc Planning</b>	1	
	Eclipse external beam planning for frameless, MLC-based delivery technique for single or multiple intracranial SRS targets in support of HyperArc™ delivery.		
	Features:		
	• HyperArc™ Planning License for one user		
	Prerequisites:		



Item	Description	Qty
	<ul style="list-style-type: none"> <li>• HyperArc delivery license</li> <li>• TrueBeam® or EDGE™ system software v2.7 or higher</li> <li>• Eclipse RapidArc Planning License</li> </ul>	
11.3	<p><b>Eclipse RapidArc Planning Lic-Addl</b></p> <p>Eclipse RapidArc Planning supports dynamic arc treatments produced through volumetric dose optimization using Dynamic MLC, variable dose rate and variable gantry speed to generate intensity modulated dose distributions in optimized arcs. Supports both coplanar and non-coplanar arcs.</p> <p>Licenses:</p> <ul style="list-style-type: none"> <li>• ONE (1) Eclipse Dose Dynamic Arc software option and license</li> <li>• ONE (1) Conformal Arc for dMLC</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• Eclipse version 10.0 or higher must be installed on all Eclipse workstations in the network</li> <li>• Interactive IMRT Planning on Eclipse workstations</li> <li>• Varian Linear Accelerator with RapidArc Delivery</li> <li>• Minimum hardware requirements as per <a href="http://www.varian.com/us/oncology/services_and_support/hardware_specifications/">www.varian.com/us/oncology/services_and_support/hardware_specifications/</a></li> </ul>	1
11.4	<p><b>INCL ED: EC102 Eclipse Inv Ping IMRT RA</b></p> <p>INCL ED: EC102 Eclipse Inverse Planning IMRT &amp; RapidArc</p> <p>Features: The Eclipse IMRT Operations course provides instruction on inverse treatment planning with the Eclipse System. Course is designed for the Physicist and Dosimetrist.</p> <p>Course will cover the entire IMRT treatment planning process demonstrated on clinical cases such as prostate, breast and head and neck. Other topics covered are the theory behind IMRT, conforming for IMRT, objectives and constraints, verification plan, data export and image registration. Majority of the course is reserved for hands-on application.</p> <p>Prerequisites: Attendance in the Eclipse Operations course Recommend 2-3 month routine clinical use of Eclipse prior to course attendance.</p> <p>Customer Responsibilities: Customer is responsible for all travel expenses: airfare, hotel, rental car, meals and travel incidentals.</p> <p>Notes: Includes Tuition and Materials for ONE person. Training is non-refundable and non-transferable. Offer is valid for 12 months after installation of product. Training must be taken at nearest Varian education center Length - 4 days</p> <p>For detailed course information and on-line registration, visit the Varian website at <a href="http://www.varian.com/index.html">www.varian.com/index.html</a>. Course is approved for Category "A" ASRT and MDCB continuing education credits.</p>	1
11.5	<p><b>INCL ED: EC202 Eclipse Comm II IMRT</b></p> <p>INCL ED: EC202 Eclipse Comm II IMRT</p> <p>Features: The course will cover IMRT planning with the Eclipse System and the delivery of IMRT using Varian dMLC. The Varian IMRT solution will be presented during the course, including the integration into the ARIA System. The course is designed for the Physicist.</p> <p>Part ONE will cover the use of the Eclipse IMRT software including the full treatment planning process with typical clinical case demonstration. Topics include IMRT planning algorithms, interfacing with other devices, definition of optimization parameters, QA parameters, and system commissioning. Part of the training course is reserved for hands-on training to covers typical clinical cases. A guest speaker will present on the use of IMRT planning in the clinical</p>	1

Item	Description	Qty
	<p>environment, clinical outcomes of IMRT, and radiobiological considerations (DVH, partial DVH, dose volume constraints).</p> <p>Part TWO covers delivery methods. Topics covered include a detailed description of the MLC hardware, the MLC and Clinac control systems for dynamic dose delivery, dMLC QA issues, and patient related QA procedures</p> <p><b>Prerequisites:</b>            Medical Physicist Education            Attendance of Eclipse Administration and Physics Course and/or Eclipse Operations Course.            2-3 month routine clinical use of Eclipse recommended</p> <p><b>Customer Responsibilities:</b>            Customer is responsible for all travel expenses: airfare, hotel, rental car, meals and travel incidentals.</p> <p><b>Notes:</b>            Includes Tuition and Materials for ONE person            Training is non-refundable and non-transferable.            Offer is valid for 18 months after installation of product.            Training must be taken at nearest Varian education center            Length - 5 days</p> <p>For detailed course information and online registration, visit the Varian website at <a href="http://www.varian.com/index.html">www.varian.com/index.html</a>.            Course is approved for Category "A" ASRT and MDCB continuing education credits.</p>	
11.6	<p><b>STD TRNG: HyperArc Consultant Suprt</b></p> <p>Standard Training HyperArc™ Consultant Support</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• Consultant will provide clinical support to establish a Stereotactic Radiosurgery (SRS) Program at customer site. The consultant will cover the necessary workflow for the following:               <ul style="list-style-type: none"> <li>• patient selection</li> <li>• positioning and imaging</li> <li>• treatment planning</li> <li>• dose prescriptions and organ at risk sparing</li> <li>• quality assurance</li> <li>• treatment imaging and delivery</li> <li>• patient follow up</li> </ul> </li> <li>• Duration and Location: 2 days at customer site plus 4 hours of remote support</li> </ul> <p><b>Prerequisites:</b></p> <ul style="list-style-type: none"> <li>• HyperArc v16.5 or higher installed</li> <li>• TrueBeam v2.7 or higher installed</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• Offer is valid for up to 18 months after installation of product</li> <li>• Non-transferable to other products and services and non-refundable</li> <li>• This entitled training is for up to 3 users. The intended audience includes physicists, physicians, dosimetrists, treatment planners and other staff as appropriate</li> </ul>	
11.7	<p><b>STD TRNG: HyperArc Follow Up Trng</b></p> <p>Standard Training HyperArc™ Follow Up Training Onsite</p> <p><b>Features:</b></p> <ul style="list-style-type: none"> <li>• Applications trainer will provide on-site follow up visit to answer questions related to use of the system</li> <li>• Duration and Location: 1 day at customer site</li> </ul> <p><b>Prerequisites:</b></p> <ul style="list-style-type: none"> <li>• Customer must have already treated patients using the HyperArc system</li> <li>• Customer must have completed the HyperArc Consultant Support standard training</li> </ul> <p><b>Notes:</b></p> <ul style="list-style-type: none"> <li>• Offer is valid for up to 18 months after installation of product</li> <li>• Non-transferable to other products and services and non-refundable</li> <li>• This entitled training is for up to 3 users. The intended audience includes physicists, physicians, dosimetrists, treatment planners and other staff as appropriate</li> <li>• This training will optimally occur approximately 4 weeks after HyperArc go live</li> </ul>	1



Item	Description	Qty
11.8	<p><b>STD TRNG: HyperArc- Onsite</b></p> <p>Standard Training for HyperArc™ Plann ng. Intended audience includes physicists, dosimetrist/treatment planners and other staff as appropriate.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Training Plan details will be provided by the training management team as part of your product implementation process. Topics covered can include:</li> <li>• Workflow treatment planning from CT protocol</li> <li>• Plan generation</li> <li>• Fixation device</li> <li>• Optimization</li> <li>• Plan preparation for imaging and treatment</li> <li>• Duration and Location: 1 day at customer site</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• HyperArc installed</li> </ul> <p>Notes:</p> <ul style="list-style-type: none"> <li>• This entitled training is for up to 3 users</li> <li>• Offer is valid for up to 18 months after installation of product</li> <li>• Non-transferable to other products and services and non-refundable</li> </ul>	1
11.9	<p><b>Non-Clinical HyperArc</b></p> <p>Eclipse™ external beam planning for frameless, MLC-based delivery technique for single or multiple intracranial SRS targets in support of HyperArc™ delivery.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Non-Clinical HyperArc Planning License for one (1) user</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• Eclipse T-Box Software Package or Eclipse Educational/Research SFW Package</li> <li>• Non-Clinical RapidArc Planning</li> </ul>	1
11.10	<p><b>Non-Clinical RapidArc Planning</b></p> <p>Non-Clinical Eclipse™ RapidArc® Planning supports dynamic arc treatments produced through volumetric dose optimization to generate intensity modulated dose distributions in optimized arcs.</p> <p>Features:</p> <ul style="list-style-type: none"> <li>• Non-Clinical RapidArc Planning for one (1) user</li> </ul> <p>Prerequisites:</p> <ul style="list-style-type: none"> <li>• Eclipse T-Box Software Package or Eclipse Educational/Research SFW Package</li> </ul>	1
<p><b>Section Total</b></p>		<p><b>Offer Price</b> US \$149,577.00</p>



varian

Summary of Advantage Contract Credits Quoted Above

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Section 9

Year 1 Total	100 0
Total Credits	100 0

Draft Only

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Sales Price Table

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TradeIn-Cancellations	-US \$75,000.00
Sales Total	US \$3,995,184.00
Quotation Total	US \$3,995,184.00

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Draft Only

# Advantage Credits Supplemental Terms and Conditions

(Form RAD 10442)

These Advantage Credits Supplemental Terms and Conditions ("Supplemental Terms") modify and supplement the Varian Terms and Conditions of Sale (Form RAD 1652, current version issued with the Quotation) (the "Terms and Conditions of Sale"). The terms of the applicable Varian Quotation ("Quotation"), its attachments, including the Terms and Conditions of Sale, are incorporated herein by this reference, and together with these Supplemental Terms and any applicable Third Party Terms (as defined in the Quotation) (collectively referred to as the "Agreement") will apply and govern the use by Customer of Advantage Credits.

## 1. General

The Varian Advantage Credit Program (the "Program") offers customers the ability to purchase Advantage Credits in advance that can be applied toward designated Varian Professional Services including certain consulting (e.g. specified and limited implementation and optimization services), on-site training, educational courses and a limited number of services provided by designated third party service providers, including clinical schools and physics commissioning services. Advantage Credits provide flexibility for the Customer to apply them interchangeably for those designated services available under the Program without having to modify the underlying Quotation and related purchase order. However, Varian must be notified in advance and in writing of any requested changes to selected services.

## 2. Expiration Schedule

Advantage Credits expire according to the following schedule:

Type of Order	Expiration Date
Advantage Credits only (no Varian products)	24 months from date of order
Advantage Credits with one or more Varian products	24 months from first date of product/service acceptance
Multiyear agreement	End of the term of agreement

## 3. Scopes of Work

Varian or its third party service providers may, at their discretion, set forth in a written Scope of Work (SOW) a description of the services to be provided by Varian or the third party service provider. If the services that will be purchased with Advantage Credits are defined within the Quotation, Varian will offer the specific services listed for the amount of Advantage Credits indicated. If Advantage Credits in the Quotation are "Undefined", Varian will indicate the number of Advantage Credits required for a particular service at the time the Customer wants to use them.

## 4. Third Party Service Providers

- 4.1 Certain services are provided by and through third party service providers that are not affiliated with Varian, namely clinical schools and physics services (e.g. commissioning). Varian disclaims any warranty or performance obligations related to any third party service provider and will act solely as a pay agent, to collect fees for services from Customer and to pay fees for such services to the third party service provider. Customer has the final decision to purchase services through Varian third party service providers or to select another service provider outside of the Quotation and Varian does not make any recommendations to use third party service providers.
- 4.2 **Changes to Third Party Service Providers by Customer.** Customer shall have a one-time right to request in writing that a third party service provider be replaced with an alternate provider that is participating in the Program. If Varian, at its sole discretion, approves the request, Customer shall be subject to any related termination fees and additional costs incurred by Varian or the third party service provider and other terms and conditions indicated in the

RAD 10442 4/17

SOW and/or Quotation. Customer, the third party service provider, and if applicable, its subcontractors, shall have full responsibility for services as defined in the Quotation or SOW, as applicable, and Varian shall have no responsibility, obligation and/or liability whatsoever for those services. The third party service provider shall not be construed to be a subcontractor, employee, or agent of Varian. Varian will forward any requests for warranty work that it receives from Customer to the third party service provider. Except as otherwise provided in this section of the Quotation, the Terms and Conditions of Sale shall apply to this section just as it applies to all other parts of the Quotation.

**4.3 Changes to Third Party Service Providers by Varian.** Varian reserves the right, at its sole discretion, to change, from time to time, its list of third party providers that participate in the Program.

**5. Performance of Services**

All services shall be performed by Varian or the third-party service provider under permits, licenses, authority, supervision, and control of Customer and its staff, including licensed physicists, physicians, and other qualified healthcare professionals. Customer and its staff shall have the requisite permits (including applicable certificates of need), licenses, and authority to oversee and have such services performed on Customer's behalf.

**6. Service Offerings**

Varian reserves the right, at its sole discretion, to change the designated services which are offered under the Program at any time without prior notice. Varian will work with Customer to offer a mutually acceptable alternative or apply affected credits toward other offerings within the Program.



# InSightive Analytics Supplemental License Terms and Conditions (Form RAD 10368D)

These InSightive™ Analytics Supplemental License Terms and Conditions (the "Supplemental License Terms") are entered into as of the Effective Date (as defined below) between Varian Medical Systems, Inc. ("Varian") and the customer named in the Quotation ("Customer").

## Recitals

- A. Customer desires to license Varian's InSightive™ Analytics Software (the "Software Product") as described and reflected in the Varian quotation to which these Supplemental License Terms are attached ("Quotation");
- B. The parties mutually desire and are entering into these Supplemental License Terms, which modify and supplement the Varian Terms and Conditions of Sale (Form 1652) (the "Terms and Conditions of Sale"). The terms of the applicable Varian quotation ("Quotation"), its attachments, including the Terms and Conditions of Sale, are incorporated herein by this reference, and together with these Supplemental License Terms and any applicable Third Party License Terms (as defined below) (collectively referred to as the "Agreement") will apply and govern the use by Customer of the Software Product.

NOW, THEREFORE, the Parties agree as follows:

## Terms and Conditions

### 1. Definitions

Capitalized terms which are used but not defined in these Supplemental License Terms shall have the meaning set forth for such terms in the Agreement. The following capitalized terms shall have the meanings set forth below with respect to these Supplemental License Terms.

- 1.1 "Clinical Data" means all clinical data and/or information relating to a Patient (as defined), including without limitation Personal Information, Personal Health Information, Patient history, diagnosis, diagnostic indicators (cancer specific), encounters, treatment, assessments, supportive care, laboratory tests, operations, and/or physician, including any such data received by Varian during the course of the Agreement;
- 1.2 "Customer Data" means any Clinical Data or other information of any type which is provided or made available by or on behalf of Customer to Varian or otherwise accessible by Varian, in connection with Varian products and services, including without limitation information or data which Customer inputs, provides, makes available or is otherwise accessible to Varian during the Customer's use of any Varian database or through the use of the Software Product, or any other Varian product, software, software-as-a-service and/or service;
- 1.3 "De-Identified Data" means Customer Data or Clinical Data that is de-identified and/or anonymized without Identifiers or Personal Information, however provided and designated, marked or labelled.
- 1.4 "Identifiers" means data that identifies, or for which there is a reasonable basis to believe could be used to identify a specific Patient, including any 'identifier' as such term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") including without limitation the HIPAA Privacy Rule.
- 1.5 "Patient(s)" means a patient whose treatment is being managed by or on behalf of Customer or its subsidiaries or affiliates, employees, contractors or agents using the Software Product, and/or Varian's other databases, tools, software, products services;
- 1.6 "Personal Information" or "PII" (personally identifiable information) means any information that permits the direct or indirect identification of a specific individual to whom the information applies, including information that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone



number, email address, etc.) or information which indirectly identifies an individual in conjunction with other data elements (e.g., by reference to an identification number, a combination of gender, race, birth date, geographic indicator, and other descriptors).

- 1.7 **"Protected Health Information" or "PHI"** means any patient or individually identifiable health information that is held, provided, transmitted or made available by a covered entity or business associate, or is otherwise accessible by Varian during Varian's performance of the Services, as such terms are defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), and including without limitation the HIPAA Privacy Rule.

## 2. License Restrictions

Customer shall have no right to transfer, sublicense or otherwise distribute, re-distribute, market, sell or allow access or use the Software Product to, with or by any third party or for a commercial purpose. Customer will not copy or modify the Software Product, in whole or in part. Customer will not lease, lend or rent the Licensed Software (as defined in the Third Party License Terms), use the Software Product to provide service bureau, time sharing, rental, application services provider, hosting or other computer services to third parties, or otherwise make the functionality of the Software Product available to third parties. Customer acknowledges that the Software Product, including without limitation non-public code or Documentation, constitutes and contains trade secrets and confidential information of Varian and its licensors, and, in order to protect such trade secrets and other interests that Varian and its licensors may have in Software Product, Customer agrees not to disassemble, decompile or reverse engineer the Software Product nor permit any third party to do so. Customer may make copies of the Software Product for archival purposes or when copying is an essential step in the authorized use of the Software Product, but for no other purpose. Customer must reproduce all copyright notices in the original Software Product on all permitted copies. Customer may not copy the Software Product onto any public or distributed network.

## 3. Additional Restrictions

- 3.1 **Permitted Users.** Use of the Software Product is restricted to the version number, license type, and limited to the number of users (per license type), and connections to other data sources specified in the Quotation ("Permitted Users") and each user shall be employees or agents of Customer. Each of the available license types are described in Exhibit "A". Customer shall be responsible for Permitted User's compliance with the terms and conditions of the Agreement and any and all actions taken by Permitted Users. Customer may permit its employees and/or contractors who are not competitors of Varian ("Contractors") and Affiliates to be Permitted Users, provided Customer remains responsible for compliance by each such Contractor or Affiliate with all of the terms and conditions of the Agreement and any such use of the Software Product by such Contractor or Affiliate is for the sole benefit of Customer.
- 3.2 **Third Party Software License Terms.** The Software Product includes non-Varian Software which is licensed by a third party, Tableau, and is subject to the non-negotiable license terms of such third party (the "Third Party License Terms") located at <https://p.widencdn.net/jycbo4/Third-Party-License-Terms-for-Insightive---RAD10368D--v2017-03>, also available during installation (via "ClickWare"), and will be included to these Supplemental License Terms. Customer hereby accepts and agrees to comply with such Third Party License Terms, and authorizes Varian, as part of the installation and configuration process, to accept such Third Party License Terms on Customer's behalf, and to execute and deliver such other agreements and/or documents as are necessary in order to comply with the foregoing obligations.
- 3.3 **Site License.** Use of the Software Product is restricted to designated site(s) and core server(s), and limited to the number of users as set forth in the Quotation.
- 3.4 **Use Restrictions.** The Software Product is intended for the aggregation and display of Customer's information and data and is solely to be used for informational purposes only and not intended as a substitute for Customer's primary data source. Customer may refer to information and data displayed by the Software Product, provided, however, that Customer acknowledges, understands and agrees that it will not rely on or use the Software Product as a data or other source for the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, which is strictly prohibited.
- 3.5 **Use with ARIA and Authorized Medical Fields.** The Software Product is intended to and should only be used within Varian's ARIA oncology information system (using the version(s) specified in the Quotation) ("ARIA") in the "Authorized Medical Fields", which means the fields of oncology, including radiation (including particle therapy,



external beam, brachytherapy and RF therapy), focused ultrasound and medical oncology, and the field of diseases treated by radiation. Customer shall not use the Software Product in combination with any data or other source other than ARIA or other data sources as listed in the Quotation. Except to the extent accessible through ARIA or other data sources as listed in the Quotation or other Varian Oncology products, software or services, Customer is prohibited from using the Software Product with, or to access, other third party data sources.

- 3.6 **Pre-configured Dashboards.** The Software Product comes with a pre-set number of pre-configured dashboards created by Varian as described in the Quotation (the "Varian Dashboards"). Varian will only provide Support Services for Varian provided Dashboards. Varian is available to create additional dashboards for an additional fee

#### 4. Privacy

Varian abides by the principals of the EU-U.S. Privacy Shield Framework set forth by the U.S. Department of Commerce regarding the collection, use and retention of Personal Information collected by organizations in the European Economic area and Switzerland (the "Privacy Shield"). To learn more about Privacy Shield please visit <http://www.privacyshield.gov>.

#### 5. Customer Data Rights

5.1 **Customer Responsibilities.** Customer shall be responsible for the legality of all Customer Data, and will ensure that due notice is given and sufficient consent obtained from all relevant persons or entities, including without limitation Patients, to the use and disclosure of Customer Data under the Supplemental License Terms and the functionality of the Software Product. Customer represents and warrants to Varian that Customer has and shall retain sufficient rights in the Customer Data to authorize Varian to grant the licenses and other rights contemplated by the Supplemental License Terms and the functionality of the Software Product, and that the use of the Customer Data contemplated herein does not and shall not infringe the rights of any third party.

5.2 **Rights in Customer Data.** As between the parties, Customer shall retain all right, title and interest (including any and all intellectual property rights) in and to the Customer Data as provided to Varian. Customer agrees, however, that Varian and its suppliers (including their respective subcontractors) in its capacity as a business associate of Customer, may access and use Customer Data for processing, providing, monitoring, distributing, displaying, managing, administering, modifying, performing, supporting and enhancing the Software Products and products, software and services provided by Varian and/or to carry out legal responsibilities of Varian. Subject to applicable law, to the extent the Customer Data and Clinical Data is de-identified (whether by Customer, Varian, or any other person) so that it constitutes De-Identified Data, Varian may use and disclose such De-Identified Data for its commercial and business purposes. Customer hereby grants to Varian a nonexclusive, worldwide, irrevocable, sublicenseable, transferable, perpetual, royalty-free right and license to access, use, copy, store, transmit, modify, make, have made, create derivative works from, display, aggregate with other de-identified and/or anonymized data, share with third parties, and/or otherwise use De-Identified Data to enhance Varian or third party current or future products, software or services or for any other commercial purposes.

#### 6. Indemnification by Customer

Customer shall indemnify, defend and hold harmless Varian from and against any and all claims, costs, damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any failure by Customer or its subsidiaries or affiliates, employees, contractors and agents to obtain any consents as are or may be necessary to provide or otherwise grant access to and use by Varian of any Customer Data or Personal Information as provided under these Supplemental License Terms. This Indemnification obligation is subject to Customer or its subsidiaries or affiliates (as appropriate) receiving (i) prompt written notice of such claim; (ii) the exclusive right to control and direct the investigation, defense, or settlement of such claim; and (iii) all reasonable necessary cooperation of Varian at Customer's expense.

#### 7. Audit Rights

Upon Varian's written request, Customer shall certify in a signed writing that Customer's use of the Software Product is in full compliance with the Agreement and the terms of the Third Party License Terms. With prior reasonable notice, Varian may audit the copies of the Software Product in use by Customer, provided such audit is during regular business hours. If such inspections or audits disclose that Customer has installed, accessed or permitted access to the Software Product in a manner that is not permitted under the Agreement or Third Party License Terms, then Customer will be liable for the reasonable costs of the audit in addition to any other fees, damages and penalties Varian or its licensors' may be entitled to under the Agreement, the Third Party License Terms and/or applicable law.

**8. Priority**

All other provisions of the Terms and Conditions of Sale that are not specifically modified in these Supplemental License Terms shall remain in full force and effect. In the event of any inconsistency between the Terms and Conditions of Sale and the Supplemental License Terms, the terms of this Supplemental License Terms will prevail.

# EXHIBIT "A"

## Software Product Description and Additional Terms

### 1. Software Product

InSightive™ Analytics Software version 1.2

### 2. License Types:

- a) **Named Viewer License:** A viewer license is non-concurrent and specific to each individual user and tied to that individual user's Active Directory ("AD") username and password ("Named"). A Named Viewer license is required to access InSightive dashboards through ARIA or through a web browser. Even if the user only intends to view InSightive dashboards via a web browser, and does not want to view InSightive dashboards through ARIA user home, that user must have a Named Viewer license associated with their AD account. The number of Named Viewer Licenses is specified in the Quotation.
- b) **Editor License:** An editor license is a software license allowing for the installation of one (1) InSightive desktop application on one (1) workstation. It is a downloadable desktop-based license that can create/configure InSightive dashboards and publish new InSightive dashboards to the server. In order for a user to login to the desktop application, the user must have a Named Viewer License associated with their AD account. The number of Editor Licenses is specified in the Quotation.

### 3. Connectors

As specified in the Quotation

### 4. Permitted Data Sources

As specified in the Quotation

### 5. Hardware and/or Software Requirements

- a) ARIA v13.6 or higher with AURA 2.0 MR3
- b) A dedicated server is required to host the solution and must conform to hardware specifications (available on myvarian.com) for the version being installed.





November 13, 2019

Jeff Ayers  
Catawba Valley Health System  
810 Fairgrove Church Rd, Hickory, NC 28602

Re: Linear Accelerator  
Equipment Replacement

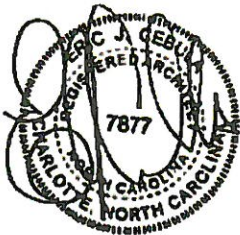
Dear Mr. Ayers:

We have reviewed the estimate for the replacement of a Linear Accelerator prepared by Revels Contracting Services. The projected construction cost, including labor and materials, is \$182,619. The architectural and engineering fees are estimated not to exceed \$18,869 including reimbursable expenses. Therefore, the total estimated cost of construction, including A&E fees, is \$201,448.

This cost is reasonable and in line with expectations for the equipment replacement project. If we can by of further assistance, please let me know.

Thank you.

Sincerely,



Eric Cebula, AIA

**Ec,a Architecture, PC**  
*Eric J. Cebula, AIA PO Box 30183 Charlotte, NC 28230*  
704.849.6748 (tel) 800-652-0689  
(fax) 704.906.6752 (cell) [cca-cebula@carolina.rr.com](mailto:cca-cebula@carolina.rr.com)

**Attachment 6**



Revels Contracting Services, Inc.  
5620 Gallagher Drive Gastonia, NC 28052  
704-864-2000

Monday, November 11, 2019

Len Hurst

Catawba Valley Medical Center  
Hickory, NC

Varian Edge Accelerator for Room #1:

Len,

Revels Contracting Services, Inc. appreciates the opportunity to bid this project. This price is based on edge specs provided in an email from Jeff Ayers dated 10/09/19, and a site visit. This price is strictly budgetary, pending final drawings and/or agreement on the Scope of Work.

This price does not include any medical equipment, nor the transportation, and/or the installation of such equipment.

**Material and Labor:**

All for the Sum of = \$201,488.00

Two Hundred One Thousand Four Hundred Eighty Eight Dollars

If you have any questions or if we can be of any further assistance, please do not hesitate to contact us at your earliest convenience. Again, we appreciate this opportunity and look forward to working with you in the very near future.

Sincerely,

Jim Brown  
Vice-President  
Revels Contracting Services, Inc.

Accepted by: \_\_\_\_\_

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

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

P.O. #: \_\_\_\_\_





Revels Contracting Services, Inc.  
5620 Gallagher Drive Gastonia, NC 28052  
704-864-2000

November 11, 2019

**Divisional Breakdown of Cost**  
**Catawba Valley Medical Center**  
**Hickory, NC**

**Site Preparation for the Installation of Varian Edge Linear Accelerator, Room # 1**

Division 1 -	General Requirements	\$21,798.00
Division 1a -	Payment & Performance Bond	\$0.00
Division 1b -	Architectural and Engineering	\$18,869.00
Division 2 -	Existing Conditions	\$6,538.00
Division 3 -	Concrete	\$11,985.00
Division 4 -	Masonry	\$0.00
Division 5 -	Metals	\$163.00
Division 6 -	Wood, Plastics & Composites	\$8,626.00
Division 7 -	Thermal & Moisture Protection	\$406.00
Division 8 -	Openings	\$0.00
Division 9 -	Finishes (Interior Finishes)	\$27,512.00
Division 10 -	Specialties	\$0.00
Division 11 -	Equipment	\$0.00
Division 12 -	Furnishings	\$0.00
Division 13 -	Special Construction	\$25,958.00
Division 14 -	Conveying Equipment	\$0.00
Division 21 -	Fire Suppression	\$0.00
Division 22 -	Plumbing	\$0.00
Division 23 -	Heating, Ventilating & Air Conditioning	\$25,815.00
Division 26 -	Electrical	\$53,818.00
Division 27 -	Communications	\$0.00
Division 28 -	Electronic Safety & Security	\$0.00
Division 31 -	Earthwork	\$0.00
Division 32 -	Exterior Improvements	\$0.00
Division 33 -	Utilities	\$0.00

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**Total Project Cost = \$201,488.00**