



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

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

**VIA EMAIL ONLY**

October 22, 2021

Gary S. Qualls  
Gary.Qualls@klgates.com

**No Review**

**Record #:** 3710  
**Date of Request:** October 20, 2021  
**Facility Name:** Carolinas Imaging Services-Huntersville  
**FID #:** 020284  
**Business Name:** Carolinas Imaging Services, LLC  
**Business #:** 389  
**Project Description:** Acquire a cardiac CT scanner  
**County:** Mecklenburg

Dear Mr. Qualls:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency) received your correspondence regarding the project described above. Based on the CON law **in effect on the date of this response to your request**, the project as described is not governed by, and therefore, does not currently require a certificate of need. If the CON law is subsequently amended such that the above referenced proposal would require a certificate of need, this determination does not authorize you to proceed to develop the above referenced proposal when the new law becomes effective.

This determination is binding only for the facts represented in your correspondence. If changes are made in the project or in the facts provided in the correspondence referenced above, a new determination as to whether a certificate of need is required would need to be made by this office.

Please do not hesitate to contact this office if you have any questions.

Sincerely,

Julie M. Faenza

Micheala Mitchell  
Chief

cc: Radiation Protection 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

October 20, 2021

**Via E-Mail**

Micheala Mitchell, Chief  
Julie Faenza, Project Analyst  
Healthcare Planning and Certificate of Need Section  
Division of Health Service Regulation  
N.C. Department of Health and Human Services  
809 Ruggles Drive  
Raleigh, NC 27603

RE: No Review Request Regarding Acquisition of a Cardiac CT Scanner at Carolinas Imaging Services-Huntersville (An Existing Diagnostic Center)

Dear Micheala and Julie:

We are filing this No Review Request on behalf of our client, Carolinas Imaging Services (“CIS”), LLC for its Huntersville Diagnostic Center (“CIS-Huntersville”) with the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Healthcare Planning and Certificate of Need Section (the “Agency”). Carolinas Imaging Services is a joint venture between Charlotte Radiology and Carolinas HealthCare System and provides patients with a freestanding, outpatient imaging option and is located at 16455 Statesville Road, Suite 110-A in Huntersville, NC. CIS-Huntersville received a CON for an MRI scanner and diagnostic center on May 6, 2017. See Exhibit 1 (a copy of the CON)

CIS files this No Review Request to obtain verification that its proposed acquisition of a cardiac Computed Tomography (“CT”) Scanner at CIS-Huntersville is not reviewable. Exhibit 2 to this letter is a quote from GE Healthcare for the Revolution Apex Power Xtream, an ultra-premium cardiac CT scanner (the “CT Scanner”). As Exhibit 2 illustrates, the cost to acquire the CT scanner is \$1,200,000.00. Additional construction costs are \$202,984.00 as evidenced in Exhibit 3 (“Construction Costs”) and there will be an architecture fee of \$24,250.00. Thus, the total cost related to acquiring and making operational the cardiac CT scanner is \$1,427,234.00.

Micheala Mitchell, Chief  
Julie Faenza, Project Analyst  
October 20, 2021  
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Under recent legislative changes, the CON Law now regulates equipment acquisitions as “major medical equipment” only if the relevant costs exceed two million dollars (\$2,000,000). The statutory definition of major medical equipment in N.C. Gen. Stat. § 131E-176(14o), which was revised August 30, 2021, to increase the threshold, reads as follows:

"Major medical equipment" means a single unit or single system of components with related functions which is used to provide medical and other health services and which costs more than seven hundred fifty thousand dollars (\$750,000). two million dollars (\$2,000,000). In determining whether the major medical equipment costs more than seven hundred fifty thousand dollars (\$750,000), two million dollars (\$2,000,000), the costs of the equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the major medical equipment shall be included. The capital expenditure for the equipment shall be deemed to be the fair market value of the equipment or the cost of the equipment, whichever is greater. Major medical equipment does not include replacement equipment as defined in this section. Beginning September 30, 2022, and on September 30 each year Page 2 Session Law 2021-129 Senate Bill 462 thereafter, the cost threshold amount in this subdivision shall be adjusted using the Medical Care Index component of the Consumer Price Index published by the U.S. Department of Labor for the 12-month period preceding the previous September 1.

N.C. Gen. Stat. § 131E-176(14o).

Thus, given that the total relevant costs for the cardiac CT scanner are \$1,427,234.00, the proposed acquisition of the cardiac CT scanner does not meet the above-cited definition of “major medical equipment” given that those costs are well under \$2 million.

In light of the foregoing, CIS requests an Agency determination that its proposed acquisition of the CT Scanner at its existing diagnostic center is not CON reviewable. Thank you for your assistance in regard to this matter. If you have any questions or need further information, please feel free to contact me at the number above.

Sincerely,



Gary S. Qualls

Micheala Mitchell, Chief  
Julie Faenza, Project Analyst  
October 20, 2021  
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**Exhibits**

1. Copy of the CON
2. Equipment Price Quote for the cardiac CT scanner
3. Construction Costs



# Exhibit 1





# STATE OF NORTH CAROLINA

*Department of Health and Human Services  
Division of Health Service Regulation*

## CERTIFICATE OF NEED

for

Project ID #: F-11182-16  
FID #: 020284

ISSUED TO: Carolinas Imaging Services, LLC  
1701 East Boulevard  
Charlotte, NC 28203

Pursuant to N.C. Gen. Stat. §131E-175, the North Carolina Department of Health and Human Services hereby authorizes the person or persons named above (the "certificate holder") to develop the certificate of need project identified above. The certificate holder shall develop the project in a manner consistent with the representations in the project application and with the conditions contained herein and shall make good faith efforts to meet the timetable contained herein, as documented by the periodic progress reports required by 10A NCAC 14C .0209. The certificate holder shall not exceed the maximum capital expenditure amount specified herein during the development of this project, except as provided by N.C. Gen. Stat. §131E-176(16)e. The certificate holder shall not transfer or assign this certificate to any other person except as provided in N.C. Gen. Stat. §131E-189(c). This certificate is valid only for the scope, physical location, and person(s) described herein. The Department may withdraw this certificate pursuant to N.C. Gen. Stat. §131E-189 for any of the reasons provided in that law.

SCOPE: Acquire one fixed MRI scanner to be located at Carolinas Imaging Services – Huntersville/ Mecklenburg County

CONDITIONS: See Reverse Side

PHYSICAL LOCATION: Carolinas Imaging Services – Huntersville  
16455 Statesville Road, Suite 110-A  
Huntersville, NC 28078

MAXIMUM CAPITAL EXPENDITURE: \$2,193,750

TIMETABLE: See Reverse Side

FIRST PROGRESS REPORT DUE: October 1, 2017

This certificate is effective as of the 6<sup>th</sup> day of May, 2017

*Martha J. Frisone*  
Martha J. Frisone, Chief

**CONDITIONS:**

1. Carolinas Imaging Services, Inc. shall materially comply with all representations made in the certificate of need application.
2. Carolinas Imaging Services, Inc. shall acquire no more than one fixed MRI scanner as part of this project.
3. Carolinas Imaging Services, Inc. shall not acquire, as part of this project, any equipment that is not included in the project's proposed capital expenditures in Section VIII of the application and that would otherwise require a certificate of need.

**TIMETABLE:**

Contract Award (Notice to Proceed)	December 1, 2017
25% Completion of Construction	December 15, 2017
50% Completion of Construction	January 1, 2018
75% Completion of Construction	February 1, 2018
Completion of Construction	March 1, 2018
Occupancy/Offering of Service(s)	June 1, 2018
Operation of Equipment	June 1, 2018

# Exhibit 2









October 12, 2021  
 Quote Number: 2008532489.2  
 Customer ID: 1-25GN00  
 Agreement Expiration Date: 11/19/2021



Carolinas Imaging Services Huntersville  
 16455 Statesville Rd Ste 110A  
 Huntersville, NC 28078-7125

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified below for the sale and purchase of the Products and/or Services identified in this Quotation, together with any applicable schedules referred to herein ("Quotation"). "Agreement" is this Quotation and either: (i) the Governing Agreement identified below; or (ii) if no Governing Agreement is identified, the GE Healthcare Terms and Conditions and Warranties that apply to the Products and/or Services identified in this Quotation. In the event of conflict, the Quotation supersedes.

GE Healthcare can withdraw this Quotation at any time before Customer: (i) signs and returns this Quotation or (ii) provides evidence of Quotation acceptance satisfactory to GE Healthcare ("Quotation Acceptance"). On Quotation Acceptance, this Agreement is the complete and final agreement of the parties relating to the Products and/or Services identified in this Quotation. There is no reliance on any terms other than those expressly stated or incorporated by reference in this Agreement and, except as permitted in this Agreement, no attempt to modify will be binding unless agreed to in writing by the parties. Modifications may result in additional fees and cannot be made without GE Healthcare's prior written consent.

Handwritten or electronic modifications on this Agreement (except an indication of the form of payment, Customer purchase order number and signatures on the signature blocks below) are void.

Governing Agreement:	CSS-GEHC MVA July 15 2011 a/k/a CSS-EQ-0031
Terms of Delivery	FOB Destination
Billing Terms	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms	Net Due in 60 Days
Total Quote Net Selling Price	\$1,200,000.00
Sales and Use Tax Exemption	No Certificate on File

**IMPORTANT CUSTOMER ACTIONS:**

Please select your planned source of funds. Source of funds is assumed to be cash unless you choose another option. Once equipment has been shipped, source of funds changes cannot be allowed.

- Cash
- GE HFS Loan                       GE HFS Lease
- Other Financing Loan               Other Financing Lease              Provide Finance Company Name \_\_\_\_\_

The parties have caused this Agreement to be executed by their authorized representative as of the last signature date below.

Carolinas Imaging Services Huntersville

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

\_\_\_\_\_  
 Purchase Order Number, if applicable

GE Precision Healthcare LLC, a GE Healthcare business

Signature: Herb Klann

Title: Sr Sales Manager Imaging

Date: October 12, 2021



**To Accept This Quotation**

Please sign and return this quotation together with your Purchase Order to:

Name: Herb Klann  
Email herb.klann@ge.com  
Phone: 724-504-8778  
Fax:

**Payment Instructions**

Please remit payment for invoices associated with this quotation to:

**GE Precision Healthcare LLC**  
**P.O. Box 96483**  
**Chicago, IL 60693**  
  
**FEIN: 83-0849145**

**Carolinas Imaging Services Huntersville**

**Addresses:**

**Bill To:** CAROLINAS IMAGING SERVICES  
HUNTERSVILLE

CAROLINAS IMAGING SERVICES LLC, ACCOUNTS PAYABLE  
16455 STATESVILLE RD STE 110A HUNTERSVILLE, NC, 28078-7125

**Ship To:** CAROLINAS IMAGING SERVICES  
HUNTERSVILLE

16455 STATESVILLE RD STE 110A HUNTERSVILLE, NC, 28078-7125

**To Accept This Quotation**

- Please sign the quote and any included attachments (where requested).
- If requested, please indicate your form of payment.
- If you include a purchase order, please make sure it references the following information:  
The correct Quote number and Version number above  
The correct Remit To information as indicated in "Payment Instructions" above  
Your correct SHIP TO and BILL TO site name and address  
The correct Total Price as indicated above

Upon submission of a purchase order in response to this quotation, GE Healthcare requests the following to evidence agreement to contract terms: Signature page on quote filled out with signature and P.O. number \*\*\*\* OR\*\*\*\* Verbiage on the purchase order must state one of the following:

(i) Per the terms of Quotation # \_\_\_\_\_, (ii) Per the terms of GPO # \_\_\_\_\_; (iii) Per the terms of MPA# \_\_\_\_\_: or (iv) Per the terms of SAA # \_\_\_\_\_.

Include applicable quote/agreement number with the reference on the purchase order. In addition, Source of Funds (choice of Cash/Third Party Load or GE HFS Lease Loan or Third Party Lease through \_\_\_\_\_), must be indicated, which may be done on the Quote Signature Page (for signed quotes), or the Purchase Order (where quotes are not signed) or via a separate written source of funds statement (if provided by GE Healthcare)."

## Catalog Item Details

Line	Qty.	Catalog	
	1.00	Y0000LC	Pricing Non-Disclosure Language

This CONFIDENTIAL offer may not be shared with any third parties, buying evaluation groups or anyone not directly employed by customer. This offer is being extended in relation to a national show-site agreement, research partnership, or other non-standard transaction. If required for publishing, GE will happily provide a list price quote.

Line	Qty.	Catalog	
	1.00	S7919BM	Revolution Apex Power Xtream

Revolution Apex is the GE Healthcare next-generation, ultra-premium Computed Tomography scanner to provide the new way to your best image. Revolution Apex has achieved a breakthrough in image quality to have outstanding image definition, natural image appearance and low dose, all at the same time. You will have the image quality that you need to deliver a powerful first impression every time.

Revolution Apex delivers an uncompromised set of clinical solutions for your most challenging patients to ensure you achieve your best images for all patients:

- 1-beat Cardiac at any heart rate, even in Atrial Fibrillation
- High resolution coronary imaging, even for patients with heavily calcified coronaries
- Low kV TAVI planning, even for patients with impaired renal function
- Dynamic whole-heart myocardial perfusion, without the need to shuttle the table
- Low kV imaging, even for adults and obese patients
- Uncompromised image quality for excessively obese patients
- Low-dose chest CT within one second for patients who cannot hold their breath
- Acute ischemia stroke CT workup in less than 5 minutes
- Pediatric imaging, with minimal need for sedation
- With the power of a new image chain, Revolution Apex Power Xtream has elevated what you can expect from industry leading spatial resolution, temporal resolution, coverage and spectral imaging:
- Maximum 1,300 mA X-ray output
- 160 mm z-coverage in a single axial exposure
- 1-beat Cardiac with 24 ms effective temporal resolution utilizing SnapShot Freeze 2
- High Definition imaging empowered by the latest image reconstruction technologies
- 50 cm FOV
- Ultra-fast kV and mA switching Spectral Imaging option is available with GSI Xtream
- 80 cm bore size

Revolution Apex has been designed with future upgradability as a key goal to ensure longevity of the state of the art technology to help you continually provide best in class care to your patients.

The Revolution Apex Power Xtream configuration additionally includes the following:

- Smart MAR - single energy metal artifact reduction solution
- Smart Phase – which can be utilized following a cardiac scan to determine the optimal phase location for coronary imaging within the acquired range
- Integrated cardiac module

Line	Qty.	Catalog	
	1.00	B7919JL	NG2000V patient table

The NG2000V standard patient table has been exclusively designed for GEHC Ultra-premium CT systems.

The patient table features:



Maximal metal free horizontal scannable range: 2000 mm  
Maximal table load: 227 kg / 500 lbs  
Maximal horizontal travel speed: 300 mm/s (standard) (437.5 mm/s optional with HyperDrive)  
Horizontal positioning accuracy +/- 0.25 mm from any direction  
Motor-driven table height adjustment from min. 550 mm to max. 1030 mm  
Maximal vertical travel speed: 40 mm/s  
10x more stiffness design to meet AAPM TG66 guideline specification.  
Integrated ECG module with waveform and configuration through the gantry display  
Workflow hub area with a see-through tray to give you the most flexibility in placing scanning related supplies, etc. without limiting visibility to the integrated ECG inputs.  
IV Pole integrated at the foot-end of the table helps to prevent IV lines from becoming crossed and tangled and helps keep lines in place during patient table travel.  
The X-strong foot switch cover, capable of supporting 612 kg / 1350 lbs load, has been specially designed to support physicians or technologies to stand atop of it to implement diagnostic and/or treatment procedures to patients.

Line	Qty.	Catalog	
	1.00	B7919AE	Standard cable set for GEHC ultra-premium CT systems

Line	Qty.	Catalog	
	1.00	B7918EN	English keyboard

Line	Qty.	Catalog	
	1.00	B7919KG	ICM Accessories 2000 Table

The accessories of Integrated Cardiac Monitor (ICM) for 2000mm regular and heavy tables on Revolution Apex, Revolution CT, Revolution CT ES.

Line	Qty.	Catalog	
	1.00	B7919FF	Neuro MultiPhase CTA Protocols

- Neuro Multiphase CTA protocols is the group of CT acquisition protocols for multiphase CT angiography, an imaging tool that provides three time-resolved images of pial arterial filling in the whole brain, that can be used to predict clinical outcomes in patients with acute ischemic stroke.
- Neuro Multiphase CTA Protocols is the purchasable option of Revolution CT 2016 summer release.

Line	Qty.	Catalog	
	1.00	B7919FX	HyperDrive on GE ultra-premium CT systems

HyperDrive is an unmatched high pitch scan mode on GE ultra-premium CT systems that combined wide coverage acquisition with high pitch helical techniques to achieve speeds up to 437 mm/s with uncompromised 50 cm field of view and image quality. This additional scan mode is especially beneficial in trauma or pediatrics environments.

Line	Qty.	Catalog	
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**1.00 B7919SG Low Dose CT Lung Cancer Screening SW Option**

This option provides lung screening reference protocols that are tailored to the CT system, patient size (small, average large), and the most current recommendations from a wide range of professional medical and governmental organizations. Now, qualified GE Healthcare CT scanners with this option are formally indicated for, and can be confidently used by physicians for low dose CT lung cancer screening of identified high-risk patient populations. These protocols deliver low dose, short scan times, and clear and sharp images for the detection of small lung nodules. Early detection from an annual lung screening with low dose CT in high-risk individuals can prevent a substantial number of lung cancer-related deaths.

Line	Qty.	Catalog	
	1.00	B7919ST	<b>Enhanced Xtream Injector with Cables</b>

Enhanced Xtream Injector Kit contains software key and connection cables(power and signal) to allow the seamless communication between GE Revolution CT family scanners and contrast injectors with Class IV controller area network (CAN) technology. The resulting injector and CT scanner integration benefits may include:  
 Reduced overall programming time  
 Improved scanner and injector protocol matching through programming of the injector from the scanner console  
 Better control over contrast injection procedure with a synchronized CT scan start time.  
 Preview injection parameters before beginning the scan.  
 Complete post-study reviews of injection results at the scanner console.  
 Automatic documentation of the injection results in PACS

Line	Qty.	Catalog	
	1.00	B7919GH	<b>Rear Gantry Display</b>

Optional Revolution CT rear gantry display showing patient information, patient comforting videos, and current scan parameters such as kV, mA, scan time, table position, heart rate and ECG trace (from integrated ECG module)

Line	Qty.	Catalog	
	1.00	B78552CA	<b>CT Operator Console Desk</b>

The Freedom workspace is an ergonomic working environment specifically designed for use with the GE Healthcare imaging systems. The sleek table design enables the efficient use of space while enhancing clinical workflow and technologist comfort.

The Freedom workspace provides a minimalist footprint to improve patient visibility and giving the user easier access to patients in the imaging suite.

It offers sit/stand and horizontal/vertical monitor flexibility. It can also help reduce noise and heat with remote location options of the console. The non-adjustable Freedom workspace version is 1300mm long x 895mm wide x 850mm height and weighs 55.8kg.

Line	Qty.	Catalog	
	1.00	B7660B	<b>Chair</b>

Chair for CT scanner

Line	Qty.	Catalog	
	1.00	B77292CA	<b>CT Service Cabinet</b>



Service cabinet for system accessories storage

Line	Qty.	Catalog	
	1.00	B7864PZ	Eaton 14.4 KVA 3-Phase Partial System UPS for GE CT and PET/CT Scanners

Eaton's 14.4 KVA 3-Phase partial system UPS (Uninterruptible Power Supply) has been specifically configured to coordinate with compatible GE CT and PET/CT scanners.

The partial system UPS provides clean, reliable, constant voltage power to the scanner electronics. It helps protect the system's sensitive electronic components from damaging power anomalies such as high frequency noise transients and over voltage and under voltage conditions.

Utilizing the Partial system UPS can help maintain user productivity and improve system reliability. It can also help to reduce service costs and prevent system downtime.

Specifications:

1. Rating: 14.4 KVA
2. Input voltage range: three phases; 102-132V/phase
3. Input frequency range: 45-65 Hertz
4. Input power factor: >95% typical
5. Output frequency: 50 or 60 Hertz, autosensing
6. Output regulation: <3% steady state for all conditions of line and load
7. Voltage distortion: <5% threshold
8. Overload capacity: 110% for 10 minutes; 125% for 1 minute; 149% for 5 seconds.
9. Efficiency: >90% typical
10. Battery backup time: >10 minutes typical
11. Battery recharge time: < 3 hours to 80% capacity typical
12. Operating temperature: 50°F - 104°F (10°C - 40°C)
13. Floor heat dissipation: 5122 BTU/hour typical @11.5 KVA
14. Humidity: 20-80% relative humidity, non-condensing
15. Audible noise (norm mode): <60 dBA @1 meter
16. Dimensions (H x W x D): 49 inches x 12 inches x 32 inches (1245 mm x 305 mm x 813 mm)
17. Weight: 620 lbs (277 kg)

NOTE: THE PARTIAL SYSTEM UPS HAS DIFFERENT INTERACTIONS WITH COMPATIBLE SCANNERS, BASED ON DIFFERENT SCANNER POWER ARCHITECTURE. REFER TO THE PARTIAL SYSTEM UPS PRODUCT DATA SHEET FOR DETAILS.

NOTE: ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

NOTE: REMOVAL/DISPOSAL OF OLD UPS IS THE CUSTOMERS RESPONSIBILITY

NOTE: CONTACT GE SERVICE OR EATON FOR START-UP ASSISTANCE

Line	Qty.	Catalog	
	1.00	E8007WJ	CTM-400 Cardiac Trigger Module - America and Asia

Ivy Biomedical's CTM-400 Cardiac Trigger Module is a sophisticated Computer Tomography (CT) gating module that synchronizes a patient's ECG to remove motion artifacts when generating cardiac or other physiological images. The CTM-400 is completely integrated with GE Healthcare CT Revolution™ scanner and installed directly into the gantry table. It communicates with the CT system via a standard



serial communications link and requires less than 5 watts from a +8 to +24V medical grade power supply.

**Imaging Applications**

The CTM-400 module is intended primarily for use on patients in applications requiring precision R-wave synchronization such as timed imaging studies. Simultaneously ECG vectors and the ECG trigger are sent to the CT system.

**Intuitive Operation**

Built-in LED indicators provide visual status of power, and system communication while a varied intensity light pipe illuminates the perimeter of the module during use. An RS-422 D-sub 15-position standard density network interface connector provides two-way communications between the module and the external console.

The Ivy CTM-400 Cardiac Trigger module is completely integrated with the CT Revolution scanner and installed directly into the gantry table.

Line	Qty.	Catalog	
	1.00	E8016DA	CT Table Slicker for CT Revolution 2000 Table only

The GEHC Revolution CT and Revolution Apex table slicker is specifically designed to maximize contaminant protection. Manufactured to be used in conjunction with the table restraining belts, this slicker adds versatility to your CT procedures. Latex free, it is strongly suggested that the slicker is cleaned with a water/bleach solution prior to every procedure.

**Features:**

- Table gray cushion sealed in vinyl slicker Dimension 2403 x 788
- Table extender gray cushion sealed in vinyl slicker Dimension 406 x 788
- Increase system uptime by protecting table from spills and particulate contaminants
- Easy to install and comfortable for patients
- Will not interfere with normal operation of CT table
- Clear PVC plastic facilitates faster cleanup of blood and fluids
- Prevents contaminant build up in hard to clean areas
- Thermosealed seams and flaps
- Recommended for trauma centers and sites concerned about exposure to blood and fluid-borne disease

Line	Qty.	Catalog	
	1.00	E8016DC	Foot Slicker for CT Revolution

The GEHC Revolution CT Foot Switch slicker is specifically designed to maximize contaminant protection. Latex free, it is strongly suggested that the slicker is cleaned with a water/bleach solution prior to every procedure.

Line	Qty.	Catalog	
	1.00	E4502BG	UL Main Disconnect Panel 380-480V 50/60Hz 175A for CT Rev2.0

The MDP (Main Disconnect Panel) and UPS Control Panels serve as the main facility power disconnect source installed ahead of the Revolution CT system. On systems where the optional partial system UPS is included in the system, the panel provides NEC mandated UPS emergency power-off control function via a UPS control cable included with the UPS. The MDP saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, control power source and required indicator lights into a compact factory manufactured panel.

Applications For general installations of GE Revolution Apex™.

Designed for reliability and easy installation

- The MDP saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, the feeder overcurrent devices, magnetic contactors and UPS emergency power-off into one compact panel
- The system provides stock availability of otherwise special-order devices, saving time and installation costs
- Reduces installation time and cost by eliminating delays in obtaining individually enclosed components and by eliminating on site assembly
- UPS emergency power-off functions are included for future, partial system UPS addition
- Disconnects system power on first loss of incoming power, preventing damage to system components
- Provides a standardized platform for UPS or other future GE engineered modifications or upgrades

Built for investment protection

- UL, cUL listed
- Supplied with low voltage, cover mounted Push to Stop, Twist to Restore pushbutton and long life LED pilot lights
- Provides overcurrent and short circuit protection
- Suitable for use on systems with 25,000A of short circuit current. It is the installer's responsibility to verify that the available short circuit current is 25,000A or less for compliance to all electrical codes.
- An optional partial system UPS provides clean uninterrupted power to the system computer, maintaining system integrity during power loss while also providing a solution to power quality problems.
- Emergency-off disconnects power to both the PDU and optional partial system UPS output, per National Electric Code
- Main power disconnect operating handle can be padlocked in the Off position for servicing safety and OSHA lock out/tag out
- The door has provisions for padlocking
- Enclosure door is interlocked with On / Off disconnect handle to prevent unauthorized access if disconnect is in the On position
- Factory wired and tested
- Panel disconnect provides OSHA lockout / tag out provisions
- The main disconnect panel may be used as a stand-alone main disconnect, with the optional GE partial system UPS or with a GE full system UPS

Remote EPO (Emergency Power Off)

Includes two normally closed contact blocks attached to the back of the emergency off push button. Two are included with each MDP.

NOTES:

- Customer is responsible for arranging for installation with a qualified party
- ITEM IS NON-RETURNABLE AND NON-REFUNDABLE

Line	Qty.	Catalog	
	1.00	W0313ALL	Smart Subscription Clinical Education – 16 credits

Ongoing clinical education is clinical education that extends beyond any training that occurs with the delivery of Equipment. Ongoing clinical education credits are designed to provide flexible training options to be used in promoting learner retention, supporting employee turnover needs and allows for efficient and effective skill development. Credits may be used by Customer employees for clinical education on GEHC diagnostic imaging products (MR, CT, Mammography, PET, Nuclear Medicine, Vascular and XR located at Customer's facilities and included in the Smart Subscription offering. Any unused credits existing at the end of the Smart Subscription Term are forfeited without refund or credit.

This program contains:

- Clinical Training credits – 16 credits per Smart Subscription Term.
- Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on the imaging console
- Remote Training with a GEHC expert for enhanced support (1 hour = 1 credit).
- On Demand courses-On healthcare learning system. Self-paced courses and webinars (CE and non-CE).

Credits may be used by Customer employees for trainings conducted at Customer's facility and via remote training sessions as follows:

- On-site training at Customer's facility = 8 credits per day (limited to 1 GE Healthcare trainer per visit)
- Remote training session = 1 credit per session per hour

Credits are valid for the length of the subscription Term. Any unused credits existing at the end of the Smart Subscription Term are



forfeited without refund or credit. Additional credits may be available for purchase separately.

Line	Qty.	Catalog	
	1.00	W0302CT	TIP CT Scanner 2 Training Program

This training program is designed for customers purchasing a GEHC CT system to include Revolution, Frontier, or HD. GEHC will work with the designated Customer contact to agree upon a reasonable training schedule for a pre-defined group of core technologists that will leverage blended content delivery and may include a combination of onsite days and virtual offerings, to include TiP Virtual Assist, the GEHC Answerline and available on-demand courses ("Virtual Inclusions"). This blended curriculum with multiple delivery platforms promotes learner retention and allows for an efficient and effective skill development.

This program may contain:

- Onsite training (generally 20 days)
- Virtual Inclusions may include:
- Remote instructor-led training: Instructor leads a remote training session one-on-one or in a group, typically for 1 hour
- Answerline Support-Access to GEHC experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on the imaging console
- Tip Virtual Assist-Direct interactive access to a GEHC expert for enhanced support.
- On Demand courses-On healthcare learning system. Self-paced courses and webinars (CE and non-CE).

Training will be delivered at a mutually agreed upon time between the customer and GE Healthcare (excluding GE Healthcare holidays and weekends), are subject to availability and generally will not exceed 25 days. This training program has a term of twelve (12) months commencing on Acceptance, where all onsite training must be scheduled and completed within twelve (12) months of Acceptance and all Virtual Inclusions also expire at the end of such twelve (12) month period. Additional onsite days may be available for purchase separately.

All GEHC "Training" terms and conditions apply. Given the unique nature of this program, if this program is purchased as part of a purchase under a Governing Agreement, including any Master Purchase Agreement, Group Purchasing Organization Agreement, or Strategic Alliance Agreement, this program shall take precedence over any conflicting training deliverables set forth therein.

Line	Qty.	Catalog	
	1.00	R21013AC	Standard Service License

GE Healthcare has reclassified its service tools, diagnostics and documentation into various classes (please refer to the Service Licensing Notification statement at the beginning of this Quotation). The Standard License provides access to service tools used to perform basic level service on the Equipment and is included at no charge for the warranty period.

Line	Qty.	Catalog	
	1.00	B7931CH	Annual Fee for 1 Year Smart Subscription - Unlimited Edition

Provides access to the latest commercially available version of the Smart Subscription packages set forth in the Quotation (the "Software").

The initial term for this license subscription is 12 months, commencing upon Go Live (the date installation is complete) and will automatically renew annually for subsequent terms having the same duration as the initial term, unless otherwise agreed between the parties. However, either party may elect to not renew the subscription after the initial subscription term or any subsequent renewal period by providing at least 60 days written notice prior to the renewal date. Subscription renewal pricing is based on then current GE Healthcare pricing. Price increases will be communicated with at least 60 days prior written notice. Billing for the first 12 months of the subscription term and each subsequent term occurs in accordance with the billing term identified on the Quotation, with subsequent annual payments due on each anniversary thereafter. Subscriptions are not cancellable.

The quantity on the quote indicates the number of CT scanners covered by the subscription.

Subscription licenses and installation services shall be deemed delivered as of the date of delivery of the equipment associated with the subscription.

As long as Customer has paid all currently due fees associated with Smart Subscription, GE Healthcare will provide, unless otherwise indicated and at no additional charge: (i) updates and/or upgrades to the Software when and if available and only if they are provided at no additional charge to all GE Healthcare customers with a subscription agreement for the Software; and (ii) support for Software-related issues that: (a) materially and adversely interfere with Customer's use of the Software and (b) result from a failure of the Software to materially conform to the Documentation. Support does not include the following, which will incur an additional charge: (1) updates or upgrades that are offered for an additional charge to all GE Healthcare customers with a support agreement; (2) fixes for issues that do not materially affect the Software; (3) training beyond that described in this Quotation; (4) interface modifications; (5) data migration or data conversion; (6) additional services; and (7) separately billable hardware, software or services.

Line	Qty.	Catalog	
	1.00	B7931GS	Annual Fee Continuity Program Coverage for 1 Year

Annual Fee for 1 Year Continuity Program Coverage    Discount 0.00%    Annual Payment \$5,000    Total Price \$5,000

Continuity Program Coverage includes: Unlimited base system software upgrades and hardware upgrades if required to support such base system software upgrades, if and when such base system software and hardware upgrades are commercially available (amount includes \$4,500.00 Base System Software Upgrades and Required Hardware Upgrade fees); and commitment to have a supported OS (amount includes \$500.00 OS End of Life/Support fees). 36 months term commencing on date identified in the Quotation. No part of the Continuity Program Coverage price is refundable or subject to reduction.

**Additional Continuity Program Coverage Terms and Conditions:**

**Base System Software Upgrades.** During the Continuity Program Coverage Term (as defined below), GE Healthcare will provide (i) base system software upgrades for the Equipment that is identified on the Quotation as the Equipment to which Continuity Program Coverage applies, and (ii) hardware upgrades if such hardware upgrade is required to support the base system software upgrades, if and when such system software and hardware upgrades are commercially available. If any base system software upgrades require hardware beyond the hardware upgrade that may be provided under the Continuity Program Coverage, GE Healthcare has no obligation to provide such base system software upgrades until Customer has purchased the required hardware (e.g., equipment enclosure, custom cables). All product-related terms for upgrades (e.g., warranty, installation, late payment) are identified in the GE Healthcare Terms and Conditions and the Equipment Warranty Statement to which the Continuity Program Coverage upgrade applies. CONTINUITY PROGRAM COVERAGE DOES NOT PROVIDE ADDITIONAL EXPRESS OR IMPLIED WARRANTIES.

**OS End of Life/Support.** If the Equipment's operating system is no longer supported by the operating system's OEM during the Continuity Program Coverage Term, GE Healthcare will provide: (i) commercially available software updates and/or software upgrades that: (a) are required to ensure a supported operating system in the Equipment, and (b) have been validated by GE Healthcare to be compatible with the Equipment; and (ii) enabling hardware, if any, that is required for the Equipment to run the operating system, (collectively, "OS Updates, Upgrades and Enabling Hardware"). Installation of OS Updates, Upgrades and Enabling Hardware will be performed by GE Healthcare during the next scheduled Equipment planned maintenance service ("PM") if GE Healthcare is performing PM on the Equipment to which Continuity Program Coverage applies, or at a mutually agreed upon time.

**Price and Payment.** Pricing for the Continuity Program Coverage will be identified on the Quotation as a separate line item price. No part of the Continuity Program Coverage price is refundable or subject to reduction, and payments are not contingent on GE Healthcare's delivery, or Customer's acceptance, of any particular OS Updates, Upgrades and Enabling Hardware, base system software and/or hardware upgrade, or any other products or service under the Continuity Program Coverage.

**Cost Reporting.** Customer is aware of its cost reporting and accounting obligations required by any state or federal reimbursement health care program relating to the Continuity Program Coverage provided under this Quotation. Customer will review the Quotation to obtain the Continuity Program Coverage price and will request from GE Healthcare any additional information needed to fulfill Customer's cost reporting obligations.

**Term and Termination.** Continuity Program Coverage will start and end on the dates identified in the Quotation for the Equipment to which the Continuity Program Coverage applies ("Continuity Program Coverage Term"). In no event will the Continuity Program Coverage Term be less than 36 months. The Continuity Program Coverage Term is non-cancelable. If the Equipment to which Continuity Program Coverage applies is sold or scrapped prior to the end of the Continuity Program Coverage Term, Customer is responsible for any remaining Continuity Program Coverage amounts due to GE Healthcare through the Continuity Program Coverage Term, and Customer will pay all remaining amounts within 30 days after termination or removal. Customer remains responsible for the Continuity Program Coverage price regardless of termination, expiration or any other event relating to this Quotation.



October 12, 2021  
Quote Number: 2008532489.2  
Customer ID: 1-25GN00  
Agreement Expiration Date: 11/19/2021

**Exclusions.** Except as identified above, Continuity Program Coverage excludes: (i) Product replacements; (ii) Product upgrades; (iii) accessories, supplies and consumable items; (iv) any Software; (v) advanced operating system applications or features; (vi) physicist testing and calibration; and (vii) training. Customer is not entitled to any remedy if GE Healthcare's failure to perform hereunder is due to: (a) Customer cancellation, rescheduling, or inability of GE Healthcare to access the Equipment; (b) Customer's default; (c) improper care of the Equipment; or (d) any cause beyond GE Healthcare's control. GE Healthcare is not responsible for providing system database maintenance for Customer, including but not limited to, activities related to backup, new users, user privileges, physician list updates, and archive/data entry.

**Miscellaneous.** Customer is responsible for: (i) site preparations, construction and rigging that may be required for Continuity Program Coverage; (ii) ensuring that all data is appropriately backed up prior to installation of OS Updates, Upgrades and Enabling Hardware; and (iii) purchasing any catch-up updates and/or upgrades needed for Continuity Program Coverage.

OS UPDATES, UPGRADES AND ENABLING HARDWARE PROVIDED UNDER THIS AGREEMENT ARE "AS IS" AND "AS AVAILABLE" WITH NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GE HEALTHCARE MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS THAT SUCH OS UPDATES, UPGRADES AND ENABLING HARDWARE, OR EQUIPMENT WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR MEET CUSTOMER REQUIREMENTS OR ANY NATIONAL GUIDELINE OR INDUSTRY STANDARD.

Equipment that is declared end of life/support by GE Healthcare is not eligible for Continuity Program Coverage. If Customer assigns this Agreement, all remaining Continuity Program Coverage payments become immediately due and payable by Customer on assignment.

**Total Quote Net Selling Price: \$1,200,000.00**

If applicable, for more information on this devices' operating system, please visit GE Healthcare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>



October 12, 2021  
Quote Number: **2008532489.2**  
Customer ID: **1-25GN00**  
Agreement Expiration Date: 11/19/2021

## GPO Agreement Reference Information

Customer:	Carolinas Imaging Services Huntersville
Contract Number:	CSS-GEHC MVA July 15 2011 a/k/a CSS-EQ-0031
Billing Terms:	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms:	Net Due in 60 Days
Shipping Terms	FOB DESTINATION

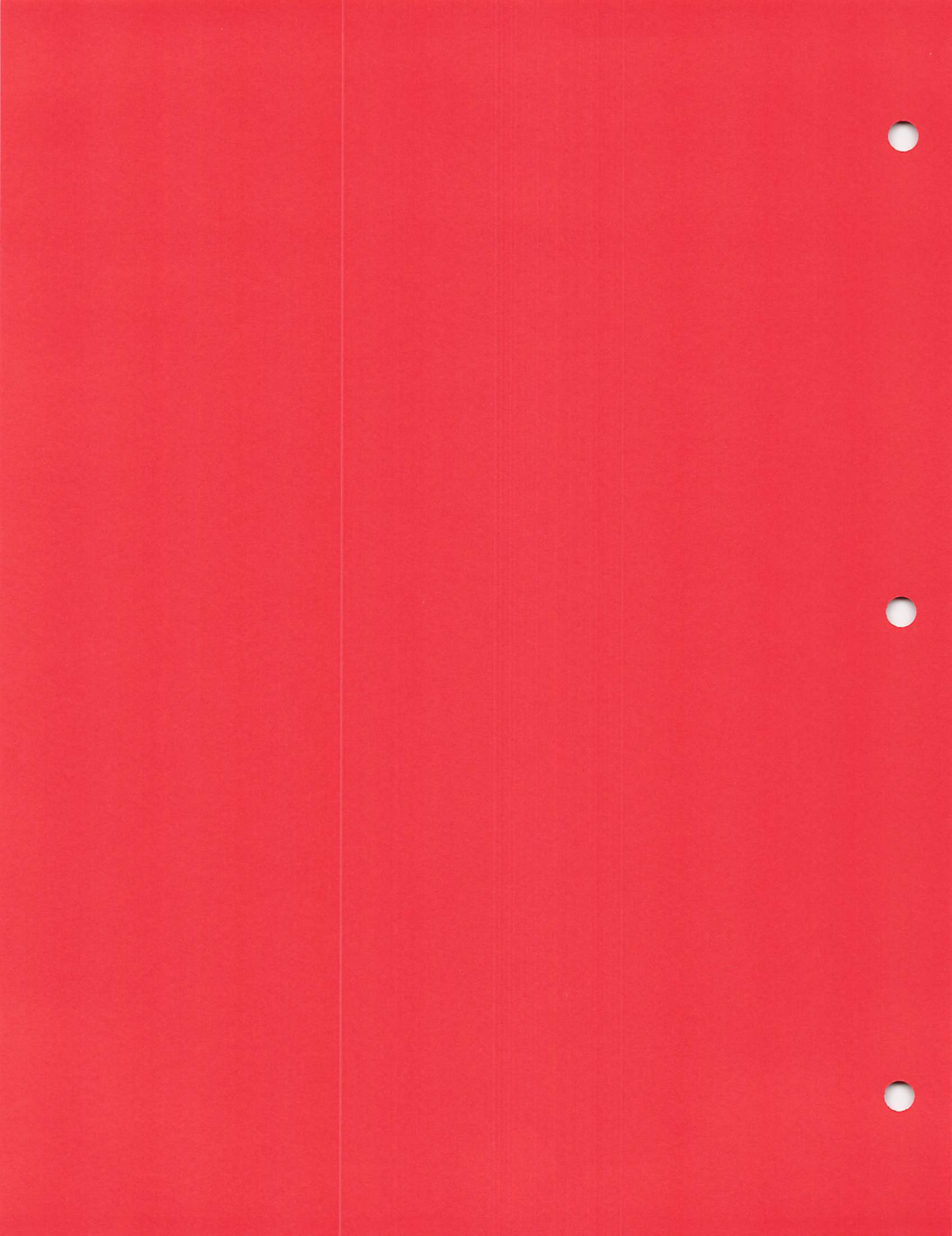
Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and CSS-GEHC MVA July 15 2011 a/k/a CSS-EQ-0031

If applicable, for more information on this devices' operating system, please visit GE Healthcare's product security portal at: <https://securityupdate.gehealthcare.com/en/products>





# Exhibit 3







PO Box 11018  
Charlotte, NC 28220  
704 522-7838  
704 522-7891 (Fax)

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## QUOTATION

To: CIS  
ATTN: Robert Neilon

Date: 06/07/21  
Re: CIS Huntersville CT Project Budget

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Our budget price to furnish all supervision, labor, material and equipment necessary to complete the renovations to the new CIS CT Suite to facilitate the installation of the new CT machine is **\$202,984.00**. This work includes new CT Exam Room, CT Control Room and associated Electrical Room

Thank you for the opportunity and please feel free to call questions or clarifications.

George Jenison

**From:** [Faenza, Julie M](#)  
**To:** [Waller, Martha K](#)  
**Subject:** FW: [External] No Review Request for the CIS-Huntersville Diagnostic Center  
**Date:** Wednesday, October 20, 2021 10:38:10 AM  
**Attachments:** [20211020\\_K&L GATES\\_001.pdf](#)

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Julie M. Faenza, Esq.  
Project Analyst, Certificate of Need  
Division of Health Service Regulation, Healthcare Planning and Certificate of Need Section  
NC Department of Health and Human Services  
Office: 919-855-3873 (I am working remotely most of the time; email is the best way to reach me.)  
Julie.Faenza@dhhs.nc.gov  
Pronouns: She/her/hers

Don't wait to vaccinate. Find a COVID-19 vaccine location near you at [MySpot.nc.gov](#).

[Twitter](#) | [Facebook](#) | [Instagram](#) | [YouTube](#) | [LinkedIn](#)

-----Original Message-----

From: Qualls, Gary <[Gary.Qualls@klgates.com](mailto:Gary.Qualls@klgates.com)>  
Sent: Wednesday, October 20, 2021 10:12 AM  
To: Mitchell, Micheala L <[Micheala.Mitchell@dhhs.nc.gov](mailto:Micheala.Mitchell@dhhs.nc.gov)>; Faenza, Julie M <[Julie.Faenza@dhhs.nc.gov](mailto:Julie.Faenza@dhhs.nc.gov)>  
Subject: [External] No Review Request for the CIS-Huntersville Diagnostic Center

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to Report Spam.  
<<mailto:report.spam@nc.gov>>

Micheala and Julie:

Please accept for filing the attached Mecklenburg County no review request for the CIS-Huntersville diagnostic center. Please confirm receipt and let me know if you have any questions.

Thanks

Gary

Gary S. Qualls  
Partner  
K&L Gates LLP  
430 Davis Drive, Suite 400  
Morrisville, NC 27560  
Phone: 919-466-1182  
Fax: 919-516-2072  
[gary.qualls@klgates.com](mailto:gary.qualls@klgates.com)  
<https://uridefense.com/v3/> <http://www.klgates.com> ;!!HYmSToo!MAPDs6z9aoPyLAWvkmxac2Wq\_kS8NtRlqROwUZjnSChMmze\_Z88t9oJXnSAsbWjrYCWj1Eg\$

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