May 24, 2022

Gary S. Qualls
gary.qualls@klgates.com

No Review
Record #: 3891
Date of Request: May 2, 2022
Business Name: Charlotte Radiology, P.A.
Business #: 468
Project Description: Relocate existing imaging center and acquire new mammography equipment
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
Project Analyst

Micheala Mitchell
Chief

cc: Radiology Protection Section, DHSR
May 2, 2022

Via E-Mail
Micheala Mitchell, Chief
Julie M. 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 by Charlotte Radiology, P.A. to Relocate Existing Imaging Center in Charlotte, Mecklenburg County

Dear Ms. Mitchell and Ms. Faenza:

My client, Charlotte Radiology P.A. ("Charlotte Radiology") files this No Review Request with the North Carolina Department of Health and Human Services, Division of Health Service Regulation, Healthcare Planning and Certificate of Need ("CON") Section (the "Agency") seeking approval to relocate Charlotte Radiology’s existing imaging center known as Randolph Road Breast Center (the “Breast Center”), to another location in Charlotte (the “Relocation”).

The Breast Center is currently located at 1960 Randolph Rd #200, Charlotte, NC 28207 (the “Existing Site”). Charlotte Radiology plans to relocate the Imaging Center to 301 South McDowell St, Charlotte, NC 28204 (the “New Site”), which is less than two (2) miles away. As part of the Relocation, Charlotte Radiology will purchase a new screening mammography machine and relocate the existing equipment, including an existing mammography machine, an existing dexta machine, and other ancillary equipment and furniture. The total capital cost associated with the Relocation is projected to be $1,489,865.54. Thus, the Relocation does not trigger the new diagnostic center threshold of $1.5 Million.
Pursuant to N.C. Gen. Stat. §§ 131E-176(7a), (9b) and (16)(a), a facility is a diagnostic center requiring a CON if the total cost of all the facility’s medical diagnostic equipment that cost $10,000 or more exceeds $1,500,000. A “diagnostic center” is defined as follows:

"Diagnostic center" means a freestanding facility, program, or provider, including but not limited to, physicians' offices, clinical laboratories, radiology centers, and mobile diagnostic programs, in which the total cost of all the medical diagnostic equipment utilized by the facility which cost ten thousand dollars ($10,000) or more exceeds one million five hundred thousand dollars ($1,500,000). In determining whether the medical diagnostic equipment in a diagnostic center costs more than one million five hundred thousand dollars ($1,500,000), the costs of the equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the 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. Beginning September 30, 2022, and on September 30 each year 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.

See N.C.G.S. § 131E-176(7a).

The table below describes the cost of the Relocation, which includes the following:

1. **Construction Upfit Costs**: We have accounted for all construction upfit costs for which Charlotte Radiology is responsible at the New Site. See Exhibit 1 (Jenison Quote). Charlotte Radiology will lease space at the New Site from an unrelated lessor.

2. **Existing Equipment Costs**: We conservatively counted the original existing equipment costs for Charlotte Radiology’s existing equipment, which will be relocated. See Exhibits 2 and 3 (Existing Dixa Unit and Mammo Unit).

3. **Relocation Costs**: We included costs for Charlotte Radiology to move the existing equipment from the Existing Site to the New Site, including installation at the New Site. See Exhibit 4 (Hologic Relocation Quote).

4. **New Equipment Costs**: Finally, we included the capital costs for the only new unit being acquired for the New Site. See Exhibit 5 (Hologic Quote for New Mammo Unit).
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<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Exhibit</th>
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<tr>
<td>Jenison Construction New Site Upfit Quote</td>
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<td>2021 Hologic Purchase Order – Existing Dexa Unit</td>
<td>$74,744.13</td>
<td>Exhibit 2</td>
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<td>2014 Hologic Purchase Order - Existing Mammography Unit</td>
<td>$332,475.00</td>
<td>Exhibit 3</td>
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<td>Hologic Quote – New Mammography Unit</td>
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<td><strong>Total:</strong> $1,489,865.54</td>
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The Breast Center historically did not trigger the old diagnostic center threshold of $500,000. As shown above and in Exhibits 2 and 3, the capital costs of the existing equipment units fall below that dollar figure. Now that the new diagnostic center threshold is $1,500,000, Charlotte Radiology can expend additional costs for new equipment and the Relocation, yet remain under the diagnostic center cost threshold.

As a result, Charlotte Radiology requests an Agency determination that the Relocation is not reviewable because it merely constitutes the relocation of an existing imaging center within the service area for under $1.5 Million.

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
Exhibits

1. Jenison Construction Upfit Quote
2. 2021 Hologic Purchase Order – Existing Dexa Unit
3. 2014 Hologic Purchase Order – Existing Mammography Unit
4. Hologic Quote – Costs to Relocate Existing Dexa Unit and Existing Mammography Unit
5. Hologic Quote – New Mammography Unit
Exhibit 1
QUOTATION

To: Charlotte Radiology
ATTN: Cheryl Marks, Amy Comodeca

Date: 03/29/22
Re: 301 S McDowell St Upfit Budget Quote

Our budget price to furnish all supervision, labor, material, and equipment necessary to complete the demolition and upfit of Suite 110 for the relocated Breast Center is $752,198.00

This pricing is based on Charlotte Radiology Test Fit Plan dated 03/21/22 by FMK Architects.

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

George Jenison
Exhibit 2
### SALES ORDER

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<td>Agreement</td>
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#### Bill To
82503
CHARLOTTE RADIOLGY
700 E MOREHEAD ST
STE 300
CHARLOTTE, NC 28202

#### Ship To
82503
CHARLOTTE RADIOLGY
1960 RANDOLPH RD
STE 200
CHARLOTTE, NC 28207
United States

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**TOTAL: 74,744.13**
**SALES ORDER**

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**SUB TOTAL** 69,387.30
**CHARGES** 0.00
**TAX TOTAL** 5,356.83
**TOTAL** 74,744.13

**NOTES:**
THIS ORDER MUST SHIP FED_EX GROUND SMALL PARCELL
*** THIS CUSTOMER IS A FEDEX FREIGHT CUSTOMER ONLY ***
*** PLEASE SHIP ALL ORDERS FEDEX FREIGHT ***
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**TOTAL:** 332,475.00
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**Customer Contact:** Jerome Carter  
**Telephone:** 980-297-1457

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**SUB TOTAL CHARGES**  
**TAX TOTAL**  
**TOTAL:** 332,475.00

**NOTES:**
THANK YOU FOR YOUR ORDER - WE APPRECIATE YOUR BUSINESS!  
PLEASE DIRECT ANY INQUIRIES TO SALES SUPPORT AT DANBURYORDERS@HOLOGIC.COM

HOLOGIC FIELD SERVICE WILL CONTACT YOU DIRECTLY TO ARRANGE DELIVERY AND INSTALLATION OF YOUR EQUIPMENT.

---

ATTN: JEROME CARTER 980-297-1457

---

WARRANTY: 12 MONTH PARTS AND LABOR

---

GROUP BUY: MEDASSESTS/BROADLANE
**Bill To**
82503
CHARLOTTE RADIOLOGY
PO BOX 36937
CHARLOTTE, NC 28236
United States

**Ship To**
82503
CHARLOTTE RADIOLOGY
1960 RANDOLPH RD
STE 200
CHARLOTTE, NC 28207
United States

**Customer Contact:** Jerome Carter
**Telephone:** 980-297-1457

---

USE RMA 2517185 TO RETURN ARRAY FROM SELENIA TRADE IN UNIT (S/N: 28401082787S) TO HOLOGIC; CREDIT ON SO 2511357
Customer Name: CHARLOTTE RADIOLOGY
Ship To:
CHARLOTTE RADIOLOGY
1960 RANDOLPH RD
STE 200
CHARLOTTE, NC 28207 US

Bill To:
CHARLOTTE RADIOLOGY
1701 EAST BLVD
CHARLOTTE, NC 28203 US

ATTN: Amy Camodeca
Phone: 1-704-4424386
Fax:

Customer Account #: 82503
Quotation #: Q-273248
Quotation Date: 3/2/2022
Hologic Representative: Ashley Tran
Service Type: Relocation Services

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<th>Quantity</th>
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<th>Description</th>
<th>Serial Number</th>
<th>List Price</th>
<th>Discount Amount</th>
<th>Net Price</th>
<th>Extended Price</th>
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List Price: USD 17,590.00
Discount: USD 0.00
Quote Price: USD 17,590.00
Tax: USD 0.00
Final Quote Price: USD 17,590.00
Customer Acceptance: By signing below, Customer indicates acceptance of this Professional Services Agreement proposal and agrees to be bound by the Hologic Professional Services Terms and Conditions attached hereto and incorporated herein. This Professional Services Agreement proposal supersedes all previous proposals for the services quoted herein. Upon execution, this Professional Services Agreement proposal, along with the Hologic Professional Services Terms and Conditions and any supporting documentation and attachments executed by the Parties, shall constitute the complete and entire agreement between the Parties (collectively referred to herein as the "Agreement").

This offer shall remain open for sixty (60) days after the Proposal Date stated above unless otherwise specified, and is subject to change or withdrawal by Hologic prior to acceptance by both Parties.

CUSTOMER: CHARLOTTE RADIOLOGY

Authorized Signature: [Signature]

Name: Lindsay Muns
Title: CEO
Date: 3/11/2022
Address: 700 E. Morehead St., Ste. 300
City: Charlotte
State: NC
Zip: 28202

HOLOGIC, INC.

Authorized Signature: [Signature]

Name: Keith Reed
Title: VP, Breast & Skeletal Health Solutions
Date: 3/2/2022

Hologic Contact:
Name: Ashley Tran
Phone:
Email: ashley.tran@hologic.com
Fax:

THIS IS NOT AN INVOICE. INVOICE(S) WILL BE GENERATED COMPLETION OF THE SERVICES, WHICH SHALL BE SCHEDULED AND PERFORMED FOLLOWING RECEIPT OF A FULLY EXECUTED AGREEMENT AND CUSTOMER'S PURCHASE ORDER.

Hologic is required by law to collect state and local taxes on all sales. Final invoices will include these amounts unless a valid exemption certificate is provided.
**Hologic Professional Services Terms and Conditions**

1. **Terms and Conditions.** These Hologic Professional Services Terms and Conditions ("Terms") set forth the conditions under which Hologic, Inc. ("Hologic") shall provide the professional services to Customer per the Professional Services Quotation ("Quote") to which these Terms are attached. Any terms and conditions contained in any Customer documentation including Customer's purchase order are hereby rejected and of no force and effect.

2. **Payment Terms.** Hologic shall remit invoice(s) to Customer upon completion of the professional services and payment shall be made upon Customer's receipt of invoice. Hologic may charge monthly interest at the maximum rate permitted by law on all amounts not paid by the invoice due date until all such amounts are paid in full. Customer will reimburse Hologic for reasonable costs (including attorneys' fees) relating to the collection of past due amounts. Failure to make timely payment may result in suspension of services (in addition to other rights or remedies available at law or in equity) until all past due amounts are brought current.

3. **Taxes.** Customer shall be responsible for all such taxes for the purchase or use of products or professional services provided hereunder. Hologic shall be responsible for all other taxes, including, but not limited to, Hologic's net income taxes and excise taxes imposed on Hologic. The Customer shall be responsible for all taxes due unless Customer is tax exempt from such taxes as evidenced by a valid tax exempt certificate, which shall be provided to Hologic prior to the commencement of services. If Hologic is required to charge any taxes, Hologic shall invoice Customer for any such taxes.

4. **Other Services.** The Quote provides the best guess estimate for the services to be provided based on information available at the time it was prepared and supersedes all previous proposals for such services. Any service, part, or accommodation not included under the Quote will be billed at the prevailing rate(s) on the date such service, part, or accommodation is provided.

5. **Limited Warranties and Exceptions.** Hologic warrants that the services provided hereunder will be performed by trained individuals in a professional workman-like manner. Hologic will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to Hologic (not to exceed thirty (30) days from the date of performance). The foregoing remedy is Customer's exclusive remedy and Hologic's sole liability for warranty claims. To the extent the professional services are for clinical training course, Hologic neither (i) warrants, guarantees nor otherwise commits any result and/or success with respect to increase of a course attendee's capabilities, knowledge, or skill, and attendance or completion of any training relating to mammography equipment neither warrants nor guarantees that Customer facility and/or course attendee will pass inspection, or have no adverse inspection observations, under the Mammography Quality Standards Act ("MQSA") and applicable state law, or (ii) makes any representations or warranties of any kind, express or implied, about the completeness, accuracy, reliability or suitability with respect to information relayed during the course. ALL WARRANTIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY DISCLAIMED AND THOSE IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE. THESE WARRANTIES AND EXCLUSIONS OF WARRANTIES SHALL APPLY TO THE CUSTOMER AND TO ANY END-USER PURCHASING OR USING THE SERVICES.

6. **Limitation of Liability.** Hologic's entire liability and Customer's exclusive remedy for any damages incurred by Customer from any cause whatsoever, regardless of the form of action, whether liability in contract or in tort, arising from the services furnished hereunder or from any cause related thereto, shall not exceed an amount equal to the amount of the price, fee, or charge paid by Customer for the services provided herein. The foregoing limitation of liability shall not apply to claims by Customer or third parties for bodily injury or damage to real property or tangible personal property caused solely and directly by the gross negligence or willful misconduct of Hologic or its authorized representatives. IN NO EVENT SHALL HLOGIC BE LIABLE TO THE CUSTOMER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF GOOD WILL, LOSS OF PROFIT, LOSS OF USE, LOSS OF DATA, LOSS OF IMAGES, LOSS OF BUSINESS INFORMATION, INTERRUPTION OF BUSINESS, LOSS OF MEDICAL INFORMATION, CORRUPTION OF MEDICAL INFORMATION, MISDIAGNOSIS OF A MEDICAL CONDITION, LOSS OF IMAGE QUALITY, LOSS OF IMAGE FIDELITY OR ANY OTHER LOSS, OR FOR ANY CLAIMS MADE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION OCCURRED. THESE EXCLUSIONS OF WARRANTIES AND LIMITATION OF LIABILITIES SHALL APPLY TO THE CUSTOMER AND TO ANY END-USER PURCHASING OR USING THE SERVICES.

7. **HIPAA Compliance.** To the extent HIPAA (as defined below) applies, both parties agree to comply with the applicable provisions of the privacy regulations within the Health Insurance Portability and Accountability Act of 1996, as enacted in 45 C.F.R. Parts 160, 162, and 164 and as codified at 42 U.S.C. §1320d, as amended from time to time ("HIPAA"), Hologic agrees that if it directly or indirectly gains access to Protected Health Information ("PHI") during any interaction with Customer, it will keep the PHI confidential.

8. **Customer's Rules.** When at Customer's premises, Hologic shall abide by and adhere to Customer's applicable rules and regulations while performing its obligations hereunder.

9. **GOVERNING LAW.** Upon execution of the Quote, this shall be considered to be a Massachusetts contract, entered into in Massachusetts, and shall be governed and viewed under the laws of the Commonwealth of Massachusetts without reference to its conflict of laws provisions. The parties specifically agree that any action relating to the relationship between the parties, these Terms, the products or services provided, purchased or licensed hereunder, shall be brought and tried in State or Federal Courts located in Boston, Massachusetts. Customer hereby waives all objections to, and consents to the venue and personal jurisdiction of such Courts.

10. **Force Majeure.** Hologic's obligations hereunder are subject to force majeure, including but not limited to, civil insurrection, terrorism, fire, flood, labor disputes, shortages, delays of Customer, delays of suppliers or contractors, or government prioritization systems, actions taken or threatened by any governmental agencies, acts of God, or other contingencies or acts not within the sole control of Hologic. Hologic will not be liable for any loss, damage, delay, or penalty due to causes beyond its reasonable control.

[Reminder of this page intentionally left blank]
Additional Professional Services Terms and Conditions for Equipment Relocation Services

1. EQUIPMENT AND LOCATION. Hologic shall provide the services to relocate the equipment ("Equipment") as listed on the Quote from the current location ("Current Location") to the destination location ("Destination Location") pursuant the Equipment Relocation Questionnaire, attached hereto and incorporated herein as Exhibit 1. The parties will schedule the relocation services to be performed at a mutually agreed upon date and time. Customer must complete Exhibit 1 in its entirety and return to Hologic prior to scheduling relocation date; failure to do so may result in scheduling delay. Equipment relocation requires a two (2) week lead time, and if applicable pursuant to Section 2 below, room drawings require up to an additional two (2) week lead time. Subject to availability, a relocation may be expedited for a surcharge of $500.00.

Customer is solely responsible for the state and functionality of the Equipment prior to relocation and all costs to bring the Equipment into conformance with Hologic's customary standards of configuration, performance, manner of use, or installation ("Specifications") upon completion of relocation. Equipment that is covered under an active full service agreement with Hologic shall not incur such costs and will conform to Specifications upon completion of relocation provided the Equipment is not damaged during Transportation (as defined in Section 7 below).

2. RELOCATION SERVICES. Unless specifically stated to the contrary on the Quote, Equipment relocation services include:

(i) De-installation of Equipment at Current Location;
(ii) Scheduling of Transportation;
(iii) Transportation of Equipment by third party subcontractor, including:
   a. Preparation/packaging of Equipment for transportation;
   b. Transportation (FOB Origin, Freight Prepaid & Add) of Equipment from Current Location to Destination Location;
(iv) Installation of Equipment at Destination Location;
(v) Automatic Exposure Control ("AEC") recalibration of Equipment, if applicable;
(vi) Field Engineer labor and travel time to de-install, reinstall, and recalibrate Equipment;
(vii) If specifically listed as a line item on the Quote, non-construction room drawing(s) for the Destination Location listing environmental and electrical requirements to enable the Equipment to meet Specifications, to be delivered via email to designated Customer contact.

Re-installation and recalibration at Destination Location will take approximately two and a half (2.5) days for mammography Equipment and two (2) days for bone densitometry Equipment.

3. EXCLUSIONS. Equipment relocation services exclude:

(i) Parts (including, but not limited to, longer cables for the new room) to conform the Equipment to Specifications;
(ii) Consumables;
(iii) Packaging materials. Packaging, subject to availability, may be purchased at an additional cost;
(iv) Post-implementation configuration services (including, but not limited to, enterprise integration of the Equipment at Destination Location), unless specifically quoted under the Quote;
(v) Training of any sort, including but not limited to proper use of Equipment, unless specifically quoted under the Quote;
(vi) Repair of Equipment damaged during Transportation;
(vii) Disposal of packaging materials;
(viii) Removal or installation of additional items from or at Customer's facilities, including, but not limited to, wall paddle racks.

4. PRICING. Pricing quoted on the Quote assumes:

(i) no special mounting or accommodation requirements; (ii) Equipment can be moved easily through and out of Current Location; and (iii) Equipment can be moved easily into and through Destination Location; additional fees may apply if other conditions exist at the time the services are provided.

5. ACCESS. Hologic must be provided appropriate access by Customer to the Equipment’s Current Location and Destination Location in order to perform its obligations hereunder.

6. PARTS. Subject to availability, Hologic will provide all parts necessary for the Equipment to conform to Specifications at Hologic's then-current prices. Replacement parts for the Equipment and software will be supplied on an exchange basis, may be new or remanufactured, and are warranted to perform in accord with the manufacturers published product specifications for ninety (90) days from the date installed. Exchange parts removed from the Equipment shall become the property of Hologic.

7. TRANSPORTATION. Transportation includes, but is not limited to, crating, loading, storage and movement of the Equipment ("Transportation"). Customer acknowledges and agrees that a third party subcontractor packages the Equipment at Current Location and transports the Equipment from the Current Location to the Destination Location.

8. INSURANCE. Hologic shall at all times during the performance of services hereunder maintain in effect the following insurance with respect to Customer's location:

(a) worker's compensation insurance covering any and all of its employees, agents or representatives who may be providing the services to Customer hereunder, in amounts and coverage complying with the requirements of the applicable state; (b) general liability insurance covering the acts or omissions of Hologic and its employees, agents or representatives, and any and all equipment and other personal property of Hologic; and (c) products liability insurance.

9. CANCELLATION BY CUSTOMER. Once the services are scheduled and confirmed, Customer must provide Hologic with at least twenty-four (24) hour advance written notice in the event the services need to be rescheduled or cancelled, otherwise a cancellation fee shall apply and be due and payable by Customer upon receipt of Invoice. If Hologic does not receive a cancellation notice and Customer is not at the location to provide Hologic's representatives access for scheduled services, Customer shall be subject to a cancellation fee. Notice to Hologic shall be given electronically by email to: ClientServices@hologic.com.

10. CANCELLATION BY HOLOGIC. Hologic reserves the right to re-schedule or cancel scheduled services if such services cannot be reasonably provided for reasons beyond Hologic's control. Hologic shall provide prompt notice to Customer in the event services cannot be provided as scheduled.
Exhibit 5
Purchase Quotation

PLEASE REFER TO THIS NUMBER ON ALL CORRESPONDENCES AND ORDERS
Quote #: Q-272060
Status: Approved
Quote Expiration Date: 4/23/2022

TO:

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<tr>
<th>CUSTOMER NAME</th>
<th>CUSTOMER NUMBER</th>
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</thead>
<tbody>
<tr>
<td>CHARLOTTE RADIOLOGY</td>
<td>82503</td>
</tr>
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</table>

BILL TO ADDRESS |

1701 EAST BLVD
CHARLOTTE North
Carolina US 28203

SHIP TO ADDRESS |

301 S MCDOWELL ST
CHARLOTTE
NC US 28204

TAX INFO:

Hologic is required by law to collect all state and local taxes on all sales. If an exemption certificate is not provided by customer at time of order, final invoices will include these amounts. Many states require both specific operator qualifications and/or licensing and registration of x-ray devices. Hologic is not responsible for fulfilling customer's regulatory obligations.

This Quotation is based on the information known by Hologic regarding your needs as of the date the Quotation is generated. This offer is subject to change or withdrawal by Hologic prior to acceptance. This Quotation and the governing terms as noted herein shall supercede all other quotations, agreements, understandings, warranties and representations, whether written or oral, between us, and may be accepted only in accord with their terms. In the event of a conflict between this Quotation and the governing terms, this Quotation shall prevail. To accept, please sign below within the time period for acceptance. Signed quote and/or purchase order should be forwarded by mail, via e-mail or by fax to:

Breast Health:
HOLOGIC, INC.
250 Campus Drive
Marlborough, MA 01752
ATTN: Sales Administration
Fax: (203) 731-8463
BSHSalesSupportUS@hologic.com

ATTN: Amy Camodeca
Phone: 1-704-4424386
Fax:
Email: amy.camodeca@charlotteralogy.com

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Summary of Governing Terms/Contracts

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<th>Freight Terms</th>
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<td>30 NET</td>
<td>NO CHARGE</td>
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*For the purpose of clarity, the Products as contained herein that are not subject to a governing terms / contract as listed above, shall be governed by the applicable Hologic Terms and Conditions available at: https://www.hologic.com/hologic-sales-terms-conditions

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<td>DIM-TRAIN-APPS-N</td>
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*To the extent this Quotation contains any Professional Services for Equipment relocation or clinical training, such Professional Services shall be governed by the Hologic Professional Services Terms and Conditions (US Customers), available at [https://www.hologic.com/hologic-master-sales-terms-conditions](https://www.hologic.com/hologic-master-sales-terms-conditions). To the extent this Quotation contains any Products with Product Name UA-SUB-SW-0001, UA-SW-002, UEG-SUB, DIM-LIC-QT-SUB (collectively “Subscription Products”), such Subscription Products shall be governed by the Hologic Subscription Terms and Conditions US, available at [https://www.hologic.com/hologic-master-sales-terms-conditions](https://www.hologic.com/hologic-master-sales-terms-conditions), and the Effective Term for said Subscription Products shall be a twelve (12) month period beginning on the date of designated Equipment for such Subscription Software. Otherwise, any Products with Governing Terms listed as "Hologic Std T&C" shall be governed by the Hologic Sales Terms and Conditions US, available at [https://www.hologic.com/hologic-master-sales-terms-conditions](https://www.hologic.com/hologic-master-sales-terms-conditions).

List Price Total: USD 761,274.00
Discount: USD 448,865.59
Total Quote Price: USD 312,858.41
Final Quote Price: USD 312,858.41

Customer agrees to keep the discount price provided to them in this quote or agreement confidential and not disclose it to anyone other than as required by law or court order.

**Hologic may request new customers and established customers to complete our credit application to create or update current credit files. This requirement will be contingent on order amount and prior history with Hologic.**

**Please note: Product shipments shall depend on availability. Given the global supply disruptions, Hologic is unable to provide specific dates for installation. Upon receipt of a Purchase Order, your Hologic team will provide the latest information available and collaboratively work on a potential timeline for installation.**

The parties acknowledge that they intend for purchases under this Quote to be reported to the identified group purchasing organization ("identified GPO") for payment of administrative fees in accordance with the applicable group purchasing organization contract between the identified GPO and Hologic. This Quote is not entered into, pursuant to, or in connection with any other group purchasing or IDN/System, arrangement of which Customer or Hologic is a party, and is not intended to result in the reporting of sales or the payment of administrative fees to any such organization other than the identified GPO.

The Customer agrees to treat all quoted and sales information as confidential and not to disclose it to any third party other than the identified GPO or as required by law.

In no event will Hologic be obligated to pay administrative fees to a group purchasing organization ("GPO"), integrated delivery network, or other entity other than the identified GPO with respect to any single purchase order by Customer, and whose Equipment and purchase options are not included in the separate GPO agreement between the identified GPO and Hologic.

Customer acknowledges that the pricing guaranteed under this Quote is strictly provided to Customer only because the pricing is based on the Customer's commitment related to quantity and commitment to Hologic products, and in no event shall Hologic be required to offer such pricing to any other customer who is in anyway affiliated with or is a member of the identified GPO.
If purchasing under a buying group with existing terms and conditions, those conditions would supersede Hologic's standard terms and conditions. If a buying group does not have their own terms and conditions, Hologic's would apply.

Buyer Acceptance

CHARLOTTE RADIOLOGY

By: [Signature]

Name: Lindsay Muns
Title: CEO
(print/type)

3/11/2022
Date:

Additional Buyer Acceptance (if applicable)

By: [Signature]

Name and Title: [Name and Title]
(print/type)

Date:

Please provide the Shipping and Billing address here if different from the quote address above.
(If this section is left blank, the product will ship and bill to the addresses printed at the top)

Shipping Address

Billing Address:


Hologic Approval:

[Signature]

Date:

HOLOGIC, INC. 250 CAMPUS DRIVE, MARLBOROUGH MA 01752

Quote #: Q-272060-1
Hologic Selenia® Dimensions® 3000 system for Genius® 3D Mammography™ screening and diagnostic imaging. Upgradable to interventional or mobile imaging. INCLUDES:

**X-ray Gantry:**
- Generator: Fully integrated constant potential, high frequency, inverter type.
- Detector: High-resolution ready detector.
- X-ray Tube: Tungsten, bi-angular, high speed, high heat capacity.
- X-ray Filters: Rhodium, silver, aluminum.

**Fixed-height Acquisition Workstation:**
- CPU: Standard computer, multi-core Intel-based CPU, minimum 16 GB RAM, minimum 2 TB disk, Windows 10/64, NVIDIA GPU.
- Includes DVD +/- R/W.
- User Interface: 1.2 MP color LCD control monitor. Full X-ray shield, pull-out keyboard drawer, keyboard and mouse.

**Selenia Dimensions Software:**
- User access control, patient and study selection, imaging procedure selection and definition, X-ray parameter control, image review and acceptance/rejection, quality control.
- Licenses: Tomosynthesis imaging, Diagnostic Imaging, Dynamic Tube Head Motion.

**Connectivity:**
- DICOM: Modality work list, storage, storage commitment, query/retrieve, print.
- IHE Profiles: Scheduled workflow, patient information reconciliation, mammography image.
- Advanced Connectivity: Ability for the system to participate in DICOM Modality Performed Procedure Step (MPPS) transactions and to output DICOM Radiation Dose Structured Report (RDSR) objects to third-party dose aggregation and reporting systems. The MPPS and RDSR capabilities can be enabled and disabled independently.

**Accessories:**
- Screening Paddles (3): 24 x 29 cm, 18 x 24 cm, small breast.
- Other Paddles (3): 10 cm contact, 10 cm magnification, 7.5 cm spot contact for use during QC testing only.
- Other: Magnification stand with mag platform, flat field phantom and case, ACR tomosynthesis geometry calibration phantom, Dimensions interconnect cable kit, 2D fixed face shield, retractable 3D Mammography™ face shield, User, service, maintenance, and QC manuals. MammoPad® Breast Cushion trial box.
<table>
<thead>
<tr>
<th>Product Name</th>
<th>Long Description</th>
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</thead>
</table>
| PRD-04420     | Holologic 3D Mammography™ high-resolution ready digital image receptor for 3Dimensions™ mammography systems or Selenia® Dimensions® systems.  
INCLUDES:  
Digital Image Receptor  
• Amorphous selenium, TFT  
• Structure: Single 24 x 29 cm plate  
• Image Matrix Sizes: 2560 x 3328 (18 x 24 cm); 3328 x 4096 (24 x 29 cm)  
• Pixel Size: 0.070 mm  
• Limiting Spatial Resolution: 7.1 lp/mm.  
(Hologic Clarity HD license purchase required to enable Clarity HD high-resolution imaging on 3D Performance and Dimensions 6000 and 9000 systems. This license is included with a 3Dimensions system.) |
| PRD-04749     | A 17" flat panel color monitor available on the Selenia Dimensions Avia 3000 and 6000 packages (1280x1024 viewing area, 56-76Hz).                                                                                     |
| DIM-DISP-2MP   | Selenia Dimensions 2MP Display Option.  
Includes:  
• 21.3" clinical display monitor for hospital wide-viewing of clinical data and images, with 1600x1200 maximum resolution tft am color, active display 432hx324mm(17x12.8), l0d 2mp, 100/240v, 5a 50/60 |
| FAB-12469     | Shield, Universal AWS                                                                                                                                                                                           |
| ASY-10994     | Provides all mounting hardware and cabling necessary for mounting a 2MP Color Monitor onto a fixed pole on the Selenia Dimensions system Avia 3000, 6000 and 9000 packages. Monitor sold separately. |
| SDM-LIC-0005  | Enables creation of C-View™ generated 2D images on Selenia® Dimensions® systems or 3Dimensions™ systems configured with Hologic standard resolution 3D™ imaging. The C-View software license adds the ability to create low dose tomosynthesis studies in Tomo HD (standard tomo + C-View) and Combo HD (standard tomo + FFDM + C-View) imaging modes.  
Includes:  
• C-View Generated 2D Imaging software license |
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<tbody>
<tr>
<td>DIM-LIC-IC</td>
<td>The ImageChecker® computer-aided detection (CAD) and Citra™ advanced CAD display software adds one license to the AWS to process 2D images from a single mammography system.</td>
</tr>
</tbody>
</table>

**INCLUDES:**
- One ImageChecker CAD software license to support:
  - Hologic software generated 2D For Processing synthesized images
  - Hologic For Processing 2D FFDM images
- Citra advanced CAD display license provides additional information about why ImageChecker CAD marked specific regions:
  - RightOn™ CAD marks placed right on the potential region-of-interest to unambiguously flag the location
  - Malc™ CAD marks placed where the algorithm detects signs of both density and calcifications
  - PeerView™ CAD marks provide anatomic outline of tissues
  - EmphaSize™ markers are scaled according to the prominence of features
- Training provided via Video-On-Demand from Hologic.com. Training may be accessed at any time for unlimited staff for an unlimited period.

**REQUIREMENTS:**
- AWS software minimum 1.10/2.1
- Specify serial number at time of order
- Please refer to Hologic’s diagnostic workstation description for minimum requirements

**NOTES:**
- Advanced Citra CAD features require workstations that conform to proper display of those features. They can be disabled for use with other non-conformant workstations. The customer needs to check with their workstation vendor
- This item is for use with 2D Images only.

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<tr>
<td>ASY-04662</td>
<td>Wall-mounted, felt-lined rack for storing system compression paddles. Each rack, sold separately, provides enough storage room for 3-4 compression paddles.</td>
</tr>
</tbody>
</table>

Includes:
- Paddle storage rack with felt lining
- Wall-mounting bracket (Installation not Included)
- Graphic paddle labels

Dimensions:
- W x H x D: 36 1/4" x 7" x 4" (from the wall)
- Minimum Vertical Pitch: 12" to 14" when multiple racks are installed one above another

Recommended:
- Selenia® Dimension® Avia systems: min. 1 rack
- Selenia Dimensions 2D systems: min. 2 racks
- Selenia Dimensions 3D™ systems: min. 3 racks
- 3Dimensions™ systems: min. 3 racks

Requirements:
- Must be securely attached to the wall
- Must be installed by a professional installer
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| SVC-SDM-OPT-BTO         | This configuration enables output of tomosynthesis slices in DICOM Breast Tomosynthesis Image Object form. Use of this configuration will first require an integrated planning team, including your IT department, Hologic and other vendors, to work together to ensure that your enterprise is ready for use of the tomosynthesis data in DICOM Breast Tomosynthesis Image Object form. The completion of critical feasibility questions included in Hologic's Enterprise Survey will guide the team through understanding any infrastructure requirements and changes necessary. Note: While a preliminary check by your Hologic representatives may have allowed the ability to quote this output configuration, completion of the Enterprise Survey is required before Dimensions Tomosynthesis system or option is enabled. Software and hardware upgrades may be required. Hologic makes no guarantees of software and hardware performance for products not associated to Hologic. By signing this quote, the customer agrees that the completion of purchase of the accompanying Hologic products shall not be contingent on the implementation of this no-charge configuration. Requires:  
  • Completion of Hologic Enterprise Survey by site personnel in conjunction with Hologic representatives  
  • PACS system including Deep Archive capable of storing / retrieving DICOM Breast Tomosynthesis Image Objects and with suitable storage capacity  
  • Softcopy review workstation capable of displaying DICOM Breast Tomosynthesis Image Objects |
| DIM-TRAIN-APPS-INIT     | Technologist training for a new 3Dimensions™ or Selenia® Dimensions® system. Initial training is included in the purchase price of your system and is valued at $5,100 (unused training cannot be deducted from your purchase price). Training duration to be determined by customer needs up to 2 days.  
  • One session of technologist onsite applications training or other clinical support for maximum of 5 technologists based on training effectiveness and space limitations.  
  • Additional sessions may be needed. For additional groups of up to 5 technologists add purchasable DIM-TRAIN-APPS-ADDL.  
  • Online CEU courses required prior to onsite training.  
  • Video training available during and post training.  
  • Onsite portion of training or other clinical support must be completed within 24 months of equipment installation.  
Required FDA training:  
  • FFDM accreditation is required: apply to the ACR or your State for FFDM certification.  
  • Once FFDM accredited, contact the MQSA FFDM Certification Extension Program for Tomosynthesis.  
  • Sites must obtain ACR or State FFDM accreditation before using the tomosynthesis modality. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is $2,000. |
<p>| SDM-TRAIN-INIT-03       | Medical physicists training for a new mammography system. Included in in the purchase price of your system are (8) hours of Hologic tomosynthesis educational training for up to (2) physicists. Initial training is included in the purchase price of your system/license and is valued at $1,500 (unused training cannot be deducted from your purchase price). Five (5) hours of live tomosynthesis training for up to 2 medical physicists with a Hologic Field Service Engineer during the installation of the system and access to Hologic's 3-hour online tomosynthesis training course for medical physicists to fulfill the 8-hour FDA requirement. See course description for more details and requirements. Visit <a href="http://www.hologic.com/training">www.hologic.com/training</a> for a complete list of Hologic educational opportunities. Please note: Cancellation must be made 6 business days prior to the confirmed and scheduled training start date. Fee for cancellation within 6 business days of confirmed training is $2,000. |</p>
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<td>SDM-TRAIN-INIT-04</td>
<td>Radiologist training for 3Dimensions™ or Selenia® Dimensions® system(s). Initial training is included in the purchase price of your system and is valued at $5,250 (unused training cannot be deducted from your purchase price). Access to Hologic's virtual tomosynthesis training course for up to 14 radiologists. This program will fulfill the 8-hour FDA training requirement. See course description for more details and requirements. Visit <a href="http://www.hologic.com/training">www.hologic.com/training</a> for a complete list of Hologic educational opportunities.</td>
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<tr>
<td>BSH-VOLUME-DISCOUNT</td>
<td>1) Additional discount applied to customer purchasing multiple modalities (ex. Dimensions and Horizon products) across Hologic portfolio 2) Products being bundled must have line item value on quote 3) If bundled products are NOT on the same quote, the correlating quote or contract number must be referenced in the customer notes</td>
</tr>
<tr>
<td>ASY-08446</td>
<td>Provides an Uninterruptible Power Supply module to help protect the computer subsystems in the Selenia Dimensions system Avia 3000, 6000 and 9000 packages. Supports organized shutdown should the acquisition workstation lose power.</td>
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