



NC DEPARTMENT OF  
**HEALTH AND  
HUMAN SERVICES**

JOSH STEIN • Governor

DEVDUTTA SANGVAI • Secretary

MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

November 18, 2025

Brigid Huber

[Brigid.Huber@advocatehealth.org](mailto:Brigid.Huber@advocatehealth.org)

**Exempt from Review – Replacement Equipment**

**Record #:** 4989  
**Date of Request:** October 28, 2025  
**Facility Name:** Atrium Health Pineville  
**FID #:** 110878  
**Business Name:** The Charlotte-Mecklenburg Hospital Authority  
**Business #:** 1770  
**Project Description:** Replace cardiac catheterization equipment  
**County:** Mecklenburg

Dear Brigid Huber:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that the above referenced project is exempt from certificate of need review in accordance with G.S. 131E-184(f). Therefore, you may proceed to acquire without a certificate of need the GE Allia cardiac catheterization equipment to replace the GE Innova cardiac catheterization equipment. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

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

Sincerely,

Chalice L. Moore  
Project Analyst

Micheala Mitchell  
Chief

cc: Acute and Home Care Licensure and Certification Section, DHSR  
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 28, 2025

Ms. Micheala Mitchell, Chief  
Healthcare Planning and Certificate of Need Section  
Division of Health Service Regulation  
N.C. Department of Health & Human Services  
1915 Health Services Way  
Raleigh, NC 27607

RE: Exemption Request for The Charlotte-Mecklenburg Hospital Authority d/b/a Atrium Health Pineville (“AH Pineville”) to Replace Cardiac Catheterization Equipment

Dear Ms. Mitchell:

The Charlotte-Mecklenburg Hospital Authority d/b/a Atrium Health Pineville (“AH Pineville”), seeks to acquire GE Allia IGS 7 equipment (“Replacement Equipment”) to replace existing GE Innova 2100 equipment (“Existing Equipment”) that was acquired in 2011 and is at the end of its useful life. The Existing Equipment is currently housed in Cardiac Catheterization Lab #2 in room #1102 on the first floor of AH Pineville’s main hospital building located at 10628 Park Road, Charlotte, NC 28203. The Replacement Equipment will be installed in the same room that currently houses the Existing Equipment (see Attachment A).

The purpose of this letter is to provide the Agency with notice and to request a determination that AH Pineville’s purchase of the Replacement Equipment is exempt from Certificate of Need (“CON”) review under the replacement equipment exemption provisions contained in Session Law 2013-360, Section 12G.3(b) and Session Law 2013-363, Section 4.6 (which are codified at N.C. Gen. Stat. 131E-184(f)(1)-(3)).

The General Assembly has chosen to exempt certain, otherwise reviewable events from CON review. Among those exemptions is the acquisition of “replacement equipment,” defined in NCGS § 131E-176(22a) as follows in the CON law:

“Replacement equipment” means equipment that costs less than three million dollars (\$3,000,000) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced. In determining whether the replacement equipment costs less than three million dollars (\$3,000,000), the costs of equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation, and other activities essential to acquiring and making operational the replacement 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, 2023, 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.<sup>1</sup>

Under the provisions found at NCGS § 131E-184(f)(1)-(3), the CON law provides:

<sup>1</sup>The current monetary threshold for replacement equipment is \$3,103,500.

- (f) The Department shall exempt from certificate of need review the purchase of any replacement equipment that exceeds the monetary threshold set forth in G.S. 131E-176(22a) if all of the following conditions are met:
- (1) The equipment being replaced is located on the main campus.
  - (2) The Department has previously issued a certificate of need for the equipment being replaced. This subdivision does not apply if a certificate of need was not required at the time the equipment being replaced was initially purchased by the licensed health service facility.
  - (3) The licensed health service facility proposing to purchase the replacement equipment shall provide prior written notice to the Department, along with supporting documentation to demonstrate that it meets the exemption criteria of this subsection.

The term “main campus” was defined in Session Law 2013-360, Section 13G.3(a) (codified N.C. Gen. Stat. 131E-176(14n)) as follows:

- (14n) “Main campus” means all of the following for the purposes of G.S. 131E-184(f) and (g) only:
- a. The site of the main building from which a licensed health service facility provides clinical patient services and exercises financial and administrative control over the entire facility, including the buildings and grounds adjacent to that main building.
  - b. Other areas and structures that are not strictly contiguous to the main building but are located within 250 yards of the main building.

The Existing Equipment is currently located in Cardiac Catheterization Lab #2 in room #1102 on the first floor of AH Pineville’s main hospital building (see Attachment A). The main hospital building, located at 10628 Park Road in Charlotte, is the site from which AH Pineville exercises financial and administrative control over the entire facility. AH Pineville’s Facility Executive’s office is located on the ground floor of the main hospital building. Please see a copy of AH Pineville’s hospital license in Attachment B.

In addition to the foregoing, AH Pineville’s proposal qualifies for this exemption based on the following information:

**A. Cost of the Replacement Equipment**

The purchase price of the Replacement Equipment is \$913,436. Attachment C provides the quote for the Replacement Equipment. The total medical equipment costs associated with this to be project are projected to be \$2,841,966 (\$913,436 GE Allia IGS 7 + \$1,689,796 ancillary equipment + \$238,734 sales tax/freight). The projected overall total cost of this project is \$6,766,098 and includes the cost to acquire, install and make operational the Replacement Equipment. The total capital cost worksheet is provided in Attachment D.

**B. Equipment Being Replaced is Located on the Main Campus**

The Existing Equipment is currently located in Cardiac Catheterization Lab #2 in room #1102 on the first floor of AH Pineville’s main hospital building. The Replacement Equipment will also be located in in Cardiac Catheterization Lab #2 in room #1102 (see Attachment A).

### **C. Certificate of Need Issued for Equipment Being Replaced**

This proposal also fits within the exemption criterion in Section 131E-184(f)(2). AH Pineville currently has three units of cardiac catheterization equipment: one unit of “legacy” or “grandfathered” cardiac catheterization equipment that was acquired before a CON was required and two units of cardiac catheterization equipment that were acquired pursuant to CON Project ID #F-7979-07. The two units that were acquired pursuant to CON Project ID #F-7979-07 were relocated from Atrium Health Mercy (“AH Mercy”) to AH Pineville. As identified in the application for CON Project ID #F-7979-07, as part of that project, AH Pineville was approved to purchase three new pieces of cardiac catheterization equipment – these three units would replace the one existing, grandfathered cardiac catheterization lab at AH Pineville as well as the two cardiac catheterization labs that were being relocated from AH Mercy to AH Pineville. The Existing Equipment identified in this exemption request is equipment that was purchased pursuant to CON Project ID #F-7979-07 to replace one of the two cardiac catheterization labs that was relocated from AH Mercy to AH Pineville. Please see Attachment E for a copy of the certificate for CON Project ID #F-7979-07 as well as relevant excerpts from the application.

### **D. Comparable Equipment**

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

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

Although it possesses some expanded capabilities due to technological improvements, AH Pineville intends to use the Replacement Equipment for substantially the same invasive cardiology procedures for which it currently uses the Existing Equipment (see Attachment F for the Equipment Brochure). The Replacement Equipment is therefore “comparable medical equipment” as defined in Subsection (c).

Furthermore, AH Pineville does not intend to increase patient charges or per procedure operating expenses within the first 12 months after equipment acquisition. For further equipment comparison, please refer to Attachment G, the Equipment Comparison Chart.

Subsection (d) of the regulation further provides:

- (1) it has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and
- (2) it is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and
- (3) the acquisition of the equipment does not result in more than a 10.0 percent increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

The Replacement Equipment will meet all three of tests set out in Subsection (d). The Replacement Equipment satisfies the technology and functionality tests in Subsection (1) and (2) as discussed above and identified in the Comparison Chart (Attachment G). Moreover, AH Pineville represents the use of the Replacement Equipment will not result in the types of expense or charge increases described in Subsection (d)(3).

The Existing Equipment is currently in use. From October 2024 to September 2025, 1,886 invasive cardiology cases were performed using the Existing Equipment.

**E. Existing Equipment**

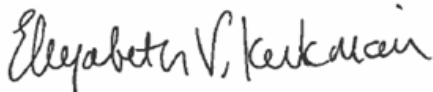
The Existing Equipment will be taken out of service and will not be re-sold or re-installed in North Carolina without appropriate CON approval.

**CONCLUSION:**

Based on the foregoing information, AH Pineville hereby requests that the Agency provide a written response confirming that the acquisition of the Replacement Equipment described herein is exempt from CON review. If the Agency needs additional information to assist in its consideration of this request, please let us know.

Thank you for your consideration of this notice.

Sincerely,



Elizabeth V. Kirkman  
AVP, Core Market Growth Business Development

Attachments

# Attachment A

**SITE PLAN COLOR KEY**

- EXISTING BUILDING
- RENOVATION
- CATH LAB



Site Plan

Atrium Health

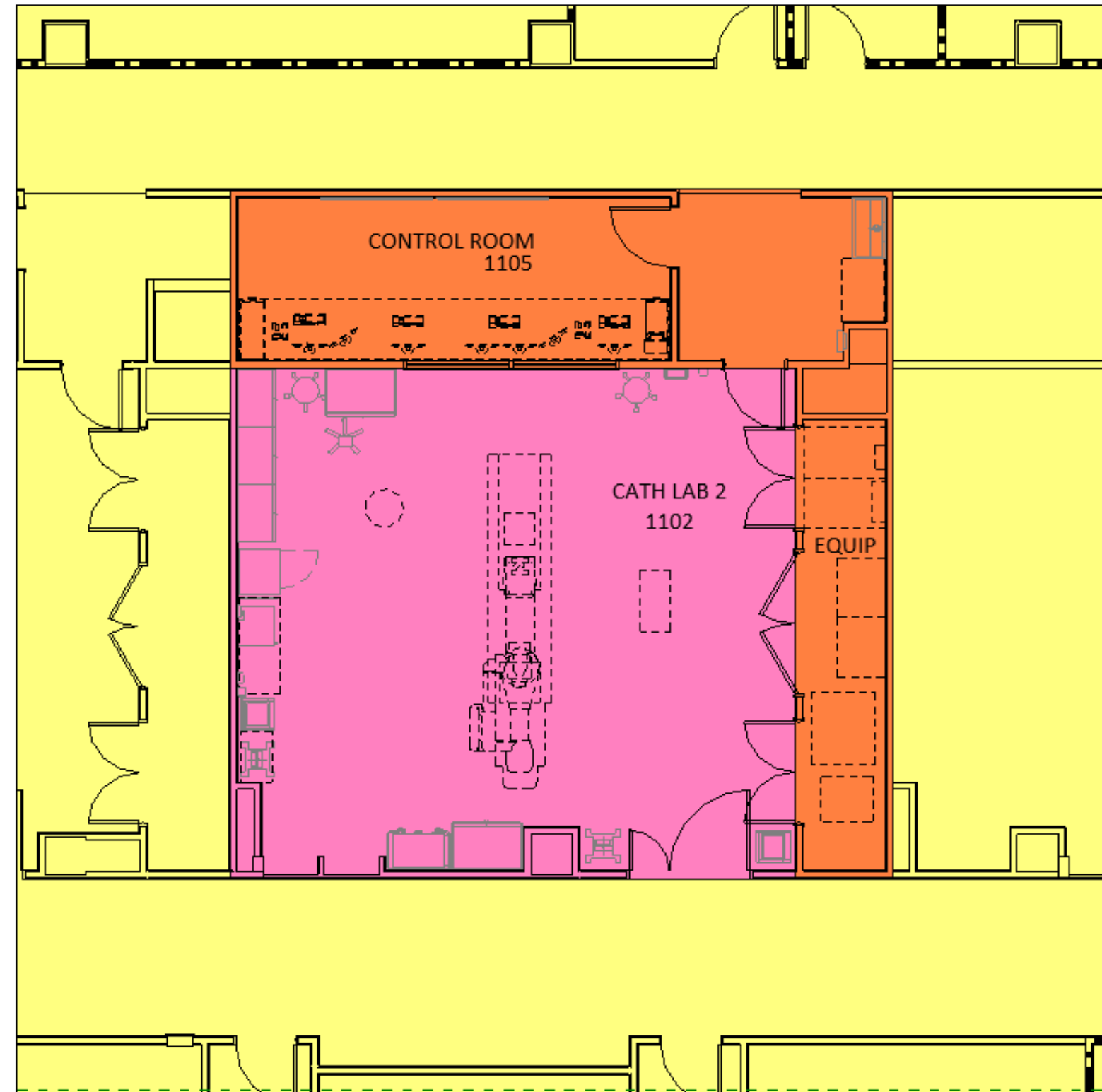
Cath Lab 2 Replacement

Atrium Health Pineville



# Color Key

- EXISTING BUILDING
- RENOVATION
- CATH LAB



Existing Enlarged Floor Plan - Level 01 - Cath Lab

Atrium Health

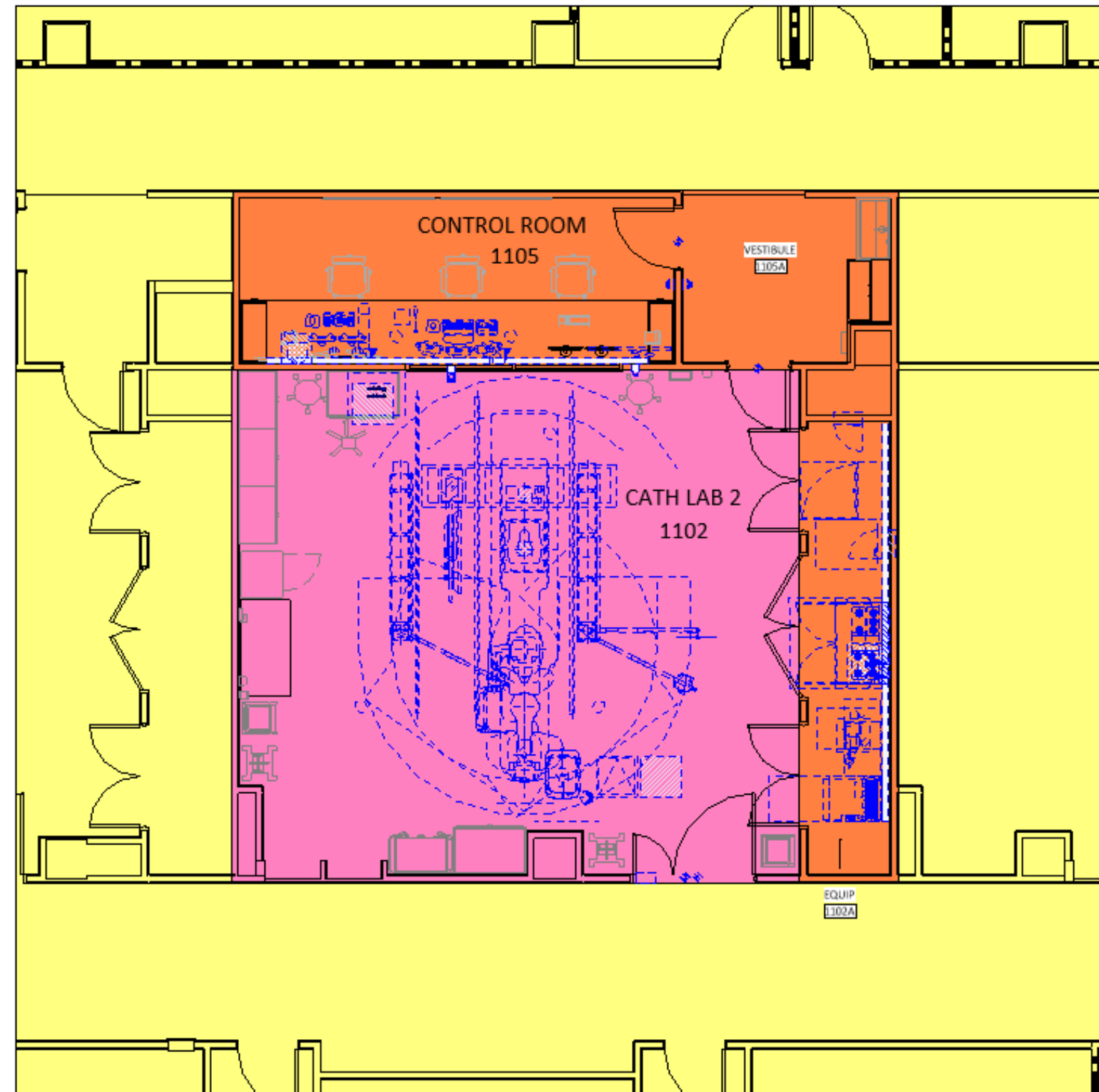
Cath Lab 2 Replacement

Atrium Health Pineville



# Color Key

- EXISTING BUILDING
- RENOVATION
- CATH LAB



Enlarged Proposed Plan - Level 01 - Cath Lab

Atrium Health

Cath Lab 2 Replacement

Atrium Health Pineville



# Attachment B

# State of North Carolina

Department of Health and Human Services  
Division of Health Service Regulation

*Effective July 23, 2025, this license is issued to  
The Charlotte Mecklenburg Hospital Authority  
to operate a hospital known as  
Atrium Health Pineville*

*Atrium Health Steele Creek, Atrium Health Providence  
located at Charlotte, NC, Mecklenburg County.*

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

**Facility ID: 110878**

**License Number: H0042**

**Bed Capacity: 379**

**General Acute: 350      Rehabilitation: 29**

**Dedicated Inpatient Surgical Operating Rooms: 3**

**Shared Surgical Operating Rooms: 12**

**Dedicated Ambulatory Surgical Operating Rooms: 0**

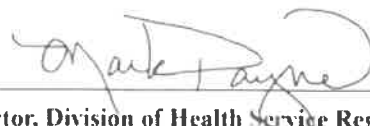
**Dedicated Endoscopy Rooms: 2**

**License Categories:**

Authorized by:



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



Director, Division of Health Service Regulation

# Attachment C

**ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:  
 GE PRECISION HEALTHCARE  
 TAX ID (83-0849145)**

Atrium Health Pineville  
 10628 Park Rd  
 Charlotte, NC 28210-8407

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 (including line/catalog details included herein) 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.

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:	AHSCA GPO Agreement #CSS-CP-5981
Terms of Delivery	FOB Destination
Billing Terms	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms	NET 60 DAYS
Sales and Use Tax Exemption	No Certificate on File
Total Quote Net Selling Price	\$913,436.00

**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.

Atrium Health Pineville

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

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

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

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

\_\_\_\_\_

**Purchase Order Number, if applicable**

GE Precision HealthCare LLC

**Signature:** Chris Broyles

**Title:** Lead Sales Specialist Imaging

**Date:** August 27, 2025

**Document Instructions**

Please sign and return this quotation together with any Purchase Order(s) to:

**Name:** Chris Broyles

**Email:** chris.broyles@gehealthcare.com

**Phone:** 704-779-6783

**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**

**Atrium Health Pineville****Addresses:**

**Bill To:** Atrium Health Pineville 10628 Park Rd, Charlotte, NC, US, 28210-8407

**Ship To:** ATRIUM HEALTH PINEVILLE 10628 PARK RD CHARLOTTE, NC, 28210-8407

**To Accept This Quotation**

- Please sign the quote and any included attachments (where requested).
- Source of Funds (choice of Cash/Third Party Loan 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).
- If your purchasing process requires a purchase order, please make sure it includes:
  - 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

Evidence of the agreement to contract terms. Either: (a) the quotation signature filled out with signature and P.O. number; or (b) Verbiage on the purchase order stating 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 # \_\_\_\_\_".

## Catalog Item Details

Line	Qty	Catalog	
1.	1.00	S18631NDEP	Allia IGS 730 with AutoRight™ for EP

Line	Qty	Catalog	
2.	1.00	S18391PM	Mavig Monitor Suspension for Large Display Monitor with 36m Cable

Mavig Monitor Suspension for Large Display Monitor with 36m Cable

Line	Qty	Catalog	
3.	1.00	S18391PZ	Kit to Interface 3rd party Suspension for LDM with 36m Cable

Kit to Interface 3rd party Suspension for LDM with 36m Cable

Line	Qty	Catalog	
4.	1.00	S18811CT	V-Point Solution

Up to 3 V-point connectors can be installed in the exam room to allow to connect third party modality directly on the exam room wall as input to the video display solution on LDM. Caution: The format of the V-Point connectors is DVI meaning that the source modalities need to provide that format or customer requires to have convertor solution to that format.

Line	Qty	Catalog	
5.	1.00	S18811CU	V-Point Power Strip

The V-Point solution requires to also order S18811CU (max 1 per room), the power strip that is required to power the 1 to 3 V-Point connectors.

Line	Qty	Catalog	
6.	5.00	S18461LZ	LINKSET OPEN1

This kit includes a DVI/HDMI Optical Extender that allows to connect any Digital 3rd party system and display its images on the Large Display Monitor. Suitable for anesthesia monitors, camera, etc.

Line	Qty	Catalog	
7.	1.00	S18461LG	LINKSET DIGITAL and ANALOG US

Link Set for Digital and Analog Ultrasound

Line	Qty	Catalog	
8.	1.00	S18461AD	ANALOG TO DIGITAL CONVERTOR KIT

Analog to Digital Converter Kit

Line	Qty	Catalog	
9.	1.00	S18461JH	Optical Video Distribution kit

This kit allows to provide the native Live (or Reference or Live2) signal output of the Interventional system to a third-party receiver (e.g. video distribution system, video recorder). The kit contains one 30m optical fiber, the corresponding DVI-D convertors. One medical grade power supply for the optical DVI-D receiver is also provided, to be powered under the customer/third party responsibility.

Line	Qty	Catalog	
10.	1.00	S18061EH	Wireless Footswitch Monoplane

Line	Qty	Catalog	
11.	1.00	S18621BB	Touch Panel Arm

The Touch Panel Arm provides flexible means to position the Touch Panel on the table. It can be positioned anywhere on the table side rails. You can use the arm rotations points to position the Touch Panel as desired.

Line	Qty	Catalog	
<b>12.</b>	<b>1.00</b>	<b>S18631TB</b>	<b>Touch Panel Clamp</b>

The IGS Touch Panel can be positioned on the table rails with this clamp.

Line	Qty	Catalog	
<b>13.</b>	<b>1.00</b>	<b>S18061AZ</b>	<b>Head Extender</b>

Extender to widen the table top head end for patient comfort.

Note: Recommended 100% of the time as an accessory to perform peripheral imaging of patients to the toes on patients taller than 6 foot 2 inches on IGS 5.

Line	Qty	Catalog	
<b>14.</b>	<b>1.00</b>	<b>S18771DB</b>	<b>Advanced Security Package</b>

The optional Advanced Security Package consists in a white listing-based malware protection that contains a list of all authorized executables to create a closed protected system. It blocks any kind of modification to the white-listed files as well as the execution of any unauthorized program. This provides a complete endpoint security against malware.

Line	Qty	Catalog	
<b>15.</b>	<b>1.00</b>	<b>S18061VD</b>	<b>Standard positioning &amp; Anti-collision package</b>

The standard package offers mechanical anti-collision protection on the detector front plate and the bumpers. The anti-collision software allows speed up to 15°/sec.

Line	Qty	Catalog	
<b>16.</b>	<b>1.00</b>	<b>S18811PA</b>	<b>Analysis Package</b>

Quantitative Analysis Package

Stenosis Analysis Package on DL Digital System

The Stenosis Analysis Package is an application designed for estimating vessel dimensions and relevant parameters of the arterial Stenosis morphology in X-Ray angiography. The system is capable of automatic detection of vessel edges and display of stenosis severity.

Left Ventricular Analysis Package

The Left Ventricular Analysis Package is an expert reporting tool designed to estimate wall motion dynamics of the left ventricle, and to perform Global Ejection Fraction Analysis in X-Ray angiography. The system is capable of providing Wall Motion and Global Ejection Fraction measurements. Wall Motion is built on the centerline method.

GEF analysis is calculated using both Simpson's rule method and the Dodge-Sandler area-length method

Cardiovascular Analysis Package (on DL system)

The Cardiovascular Analysis Package includes both the Stenosis Analysis Package and the Left Ventricular Analysis Package.

The Stenosis Analysis Package is an application designed to estimate vessel dimensions and relevant parameters of the arterial Stenosis morphology in X-Ray angiography. The system is capable of automatic detection of vessel edges and display of stenosis severity.

The Left Ventricular Analysis Package is an expert reporting tool designed to estimate wall motion dynamics of the left ventricle, and to perform Global Ejection Fraction analysis in X-Ray angiography. The system is capable of providing Wall Motion and Global Ejection Fraction measurements (GEF). Wall Motion is built on the centerline method.

GEF analysis is calculated using both Simpson's rule method and the Dodge-Sandler area-length method.

Line	Qty	Catalog	
17.	1.00	S18771DA	<b>FE Letter - QC mode Option activation</b>

FE Letter - QC mode Option activation

Line	Qty	Catalog	
18.	1.00	AW-Americas-AW for Image Guided Systems - APT 001	<b>AW-Americas-AW for Image Guided Systems</b>

Line	Qty	Catalog	
19.	1.00	S18761PS	<b>Power distribution unit - Main transformer 24KVA</b>

The Power Distribution Unit provides power for the components of the system and centralizes the ON/OFF function.

Line	Qty	Catalog	
20.	1.00	S1875PK	<b>FLUORO UPS 20 KVA UL</b>

GE Digital Energy 20KVa UPS for Innova Systems

Line	Qty	Catalog	
21.	1.00	E46001BD	<b>Main Disconnect Panel for Interventional systems, UL, CE, 100 A, 380/400/415/480 VAC, 50-60 Hz, 3-phase</b>

The MDP (Main Disconnect Panel) serves as the main power disconnect between the PDU (Power Distribution Unit) of a GE Interventional system and its optional Fluoro UPS, 20 kVA (if present), and the facility power source. The optimally designed MDP saves time, installation labor, and valuable mounting space by consolidating the main circuit breaker, control power source and required warning lights provisions into a compact factory manufactured panel. The panel provides short circuit protection, overload protection and National Electrical Code and Canadian Electrical Code required emergency shutdown for the system. It provides LOTO (lock out/tag out) functions for safe service operation and is part of the EPO (Emergency Power Off) function.

**Applications**

For general installations of validated Interventional systems, including the Innova IGS 5, Discovery IGS 7 and IGS 6 AutoRight version. It is not compatible with older generations of GE Interventional systems.

**Designed for reliability and easy installation**

- \* The Main Disconnect Panel 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
  - \* Reduces installation time and cost by eliminating delays in obtaining individually enclosed components and by eliminating on site assembly
  - \* Provides short circuit protection, overload protection and National Electrical Code and Canadian Electrical Code required emergency shutdown, and automatically restores power to the GE system
  - \* Readily accessible remotely operated MDP disconnects all system power as required by NEC
  - \* 517.72 and Canadian Electrical Code 52-008 and 52-016
  - \* Seismic ICC-ES-AC156 shake tested approval per OSHPD requirements per BEVCO, OSP-0457-10
  - \* UL and cUL labeled to conform to local codes minimizing inspection and acceptance issues
  - \* Customized wiring diagram provides for ease of installation
  - \* Panel's exterior off-white color helps provide for an attractive, color coordinated appearance
  - \* May be either surface or semi-flush mounted
  - \* Narrow 16 in (406.4 mm) wide enclosure conserves valuable wall space
  - \* 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
  - \* 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 closed
  - \* Enclosure door is interlocked with ON/OFF disconnect handle to prevent unauthorized access if disconnect is in the ON position
- Built for investment protection
- \* Suitable for 380-480V, 50/60 Hz applications\*

- \* UL, cUL and OSHPD OSP labeled for 60 Hz installations
- \* 100-ampere main circuit breaker with shunt-trip and individual branch circuit breaker for the FLUORO UPS
- \* Supplied with 24V system emergency off push button and long-life LED pilot lights mounted on front side
- \* Power disconnection is accomplished via the door mounted emergency OFF push button
- \* 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
- \* Holds up to AWG 4/0 cable connections for the three phases of incoming and outgoing breakers
- \* Terminal block for Neutral connection
- \* Panel disconnect provides OSHA LOTO provisions
- \* Factory wired and tested
- \* Custom tailored for GE imaging system requirements

\*The control circuit transformer comes factory configured and tested for 480VAC. Primary taps of the transformer can be reconfigured to accept 380, 400 and 415VAC configurations. Secondary taps of the control circuit transformer shall always remain configured for 24VAC.

Components included in E46001BD package

- \* Main Disconnect Panel
- \* Installation Operations & Service Manual (English Only)
- \* (1) Remote Emergency Power Off push button with 2 NC contacts on each EPO, preassembled with stainless steel wall plates, nameplates, and protective shroud
- \* Drawings and Electrical Schematics

Physical Characteristics

- \* Height: 24.58 in (624 mm)
- \* Width: 16.69 in (424 mm)
- \* Enclosure depth with handle: 7.87 in (200 mm)
- \* Weight: approx. 59 lb (27 kg)

Note: Structural engineer shall define the proper fixing/anchoring hardware.

Line	Qty	Catalog	
<b>22.</b>	<b>1.00</b>	<b>S18101SY</b>	<b>AGV Room Template</b>

AGV Room Template

Line	Qty	Catalog	
<b>23.</b>	<b>1.00</b>	<b>S18741TC</b>	<b>ELEGANCE ADD-ON KIT AGIL.</b>

Elegance Table Plate

Line	Qty	Catalog	
<b>24.</b>	<b>1.00</b>	<b>S18111BD</b>	<b>Long In Board Monitor Bridge with long rails GEMSAM</b>

9` 6- INBOARD MONITOR BRIDGE

Line	Qty	Catalog	
<b>25.</b>	<b>1.00</b>	<b>S18121RD</b>	<b>228 by 578CM I.B RAILS</b>

In Board Rails, 228 inches long, to be used with LCD Monitor Suspensions

Line	Qty	Catalog	
<b>26.</b>	<b>1.00</b>	<b>E6420BJ</b>	<b>HB-1 Armboard</b>

HB-1 Armboard w/Horizontal Rotation

**FEATURES/BENEFITS**

- Designed for easy placement and removal from under patient before or during procedures
- Allows for unobstructed fluoroscopy or catheter placement during an axillary or antecubital approach
- Facilitates optimum patient comfort
- Pivots 180 degrees in the horizontal plane
- Can be used for either left or right approach

SPECIFICATIONS

- Constructed of strong, lightweight Kevlar based material

Line	Qty	Catalog	
<b>27.</b>	<b>1.00</b>	<b>E6420BK</b>	<b>HB-1 Armboard Pad</b>

Armboard Replacement Pad Set

This set of 10 foam replacement armboard pads can be used on the E6420BJ horizontal armboard

Line	Qty	Catalog	
<b>28.</b>	<b>1.00</b>	<b>E3053JB</b>	<b>Mavig Double Pivot, Flexible Lower Body Protector</b>

Mavig Flexible, Double-Pivot Lower Body Protector Provides convenience, flexibility and enhanced protection for medical personnel. Helps shield technicians against scatter radiation from sources beneath the tabletop and also helps to protect the lower extremities. Flexible 0.5 mm lead equivalent curtains attached to aluminum alloy pivoting arm. The entire lower body protector can be easily and quickly removed from the table.

Warranty Code H- 6 Months: Exchange of non-conforming products, which you return to us during the warranty period.

- This model is designed to offer enhanced protection in combination with tiltable tables
  - Performance angle +/-150
  - Adjustable brakes for lower shields
  - Left and right table mounting with a single adapter Similar features of the E3053J model
- Note: Installation, parts, applications training and on-site service is the buyer's responsibility.

Line	Qty	Catalog	
<b>29.</b>	<b>1.00</b>	<b>E3053CH</b>	<b>Contour Shield 76 x 61 cm - with center connect</b>

Contour Shield 76 x 61 cm (with center connect

Line	Qty	Catalog	
<b>30.</b>	<b>2.00</b>	<b>E3053HE</b>	<b>LED3SC, single color LED surgical lamp</b>

The tasks in examination and operating rooms are varied and require precision and efficiency. Lights from Mavig provide up to 130,000 Lux for an optimum illumination of the surgical field and at least 40,000 hours of life span.

Available as a single-color white LED, but always with a multi-faceted lens system to minimize shadiness in the light field.

Line	Qty	Catalog	
<b>31.</b>	<b>2.00</b>	<b>E3053BC</b>	<b>Mavig Portegra2 360 Trolley with Ceiling Column - 58cm</b>

Portegra2 3600 Ceiling Column w/ Carriage 58 cm

- Lower post allows 3600 rotation
- Upper fixed post is electric with 3300 rotation
- Each has a load capacity of 18 kg (40 lbs.)

Line	Qty	Catalog	
<b>32.</b>	<b>2.00</b>	<b>E7018JZ</b>	<b>Mavig 2.5m Track without Cable Spooler</b>

Mavig 2.5m Ceiling Track without Cable Spooler

The Ceiling Track is suited for use of ceiling guided accessories, including radiation protective shields, lamps, injectors, monitors, and other equipment.

**FEATURES AND BENEFITS**

- The unique structure profile ensures smooth running of the carriage
- With little force, the installed system can be moved and positioned
- The carriage glides smoothly, even after many years of routine use
- Adjustable cross-struts simplifies the system installation

Line	Qty	Catalog	
<b>33.</b>	<b>2.00</b>	<b>E3053CC</b>	<b>2.5m Cable Spooler</b>

Mavig 2.5m Cable Spooler for R-96 & Mach 3 Lamp

This Mavig cable spooler is used when the R-96 or Mach 3 lamp is track-mounted. The spooler yields and retracts the electrical cable as the lamp travels along the track, eliminating all dangling and tangled power supplies. Warranty Period- 6 months- Exchange of non conforming products, which are returned to GE during warranty period Note: Installation,parts,application training and on-site service are the buyer's responsibility

Line	Qty	Catalog	
<b>34.</b>	<b>2.00</b>	<b>E3053CM</b>	<b>Cable Holders and Stoppers for Ceiling Track</b>

TS10B04 Cable Holders and Stoppers for 2.5m Ceiling Track (TS1001) to support the Video Monitor/Injector Head cables (Qty 3 Cable Holders)

Line	Qty	Catalog	
<b>35.</b>	<b>1.00</b>	<b>E4502SS</b>	<b>NR - X-Ray Warning and Room Lighting Control Panel</b>

The X-Ray in use Warning and Room Lighting Control Panel provides an interface between the X-Ray in use warning lights, interior room general lighting, and the X-Ray system. The X-Ray in use portion of the panel provides low voltage control of the X-Ray in Use Warning Lights and the room general lighting is controlled by a pre-wired foot switch

- Designed and tested for GEHC products, for use in CT, PET/CT and X-Ray applications
- Can eliminate procurement inconveniences and delivery delays often associated with acquiring individual components
- Improves servicing safety by the eliminating of the warning light/room general lighting circuit from the imaging control system cabinet.

**NOTES:**

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

Line	Qty	Catalog	
<b>36.</b>	<b>1.00</b>	<b>E6220J</b>	<b>INTERCOM SYSTEM FOR X-RAY</b>

VIS-A-VIS Vitalinq Intercom System for X-ray

The VIS-A-VIS Vitalinq intercom system for X-ray is a two-way communication system that is designed to meet the specific needs that arise during diagnostic and interventional procedures. It enables physicians to have continuous two-way conversation with the control room operator during diagnostic and interventional procedures.

**FEATURES/BENEFITS**

- Capable of picking up conversation in a normal tone of voice, Vitalinq allows control room operators to respond immediately to physicians' requests
- Larger format and unique pyramidal construction of the microphones contribute to Vitalinq's high intelligibility, even within the acoustically active space of a full-functioning procedure room
- Designed to minimize the loss of articulation by reducing the potential echo path it gathers and transmits speech in a highly efficient manner

**SPECIFICATIONS**

- Dimensions: 24" x 24" x 20"
- Weight: 47 lbs.

**NOTES:**

- INSTALLATION IS THE RESPONSIBILITY OF THE CUSTOMER
- Warranty Period 6 months - Exchange of non conforming products, which are returned to GE during warranty period.
- Installation, parts, application training and onsite service is the buyer's responsibility

Line	Qty	Catalog	
<b>37.</b>	<b>2.00</b>	<b>E7058AB</b>	<b>Anti fatigue floor mat gray 3x5x.625in</b>

GE Anti-Fatigue Floor Mat (Gray 3x5 x 5/8")

Line	Qty	Catalog	
<b>38.</b>	<b>1.00</b>	<b>W2404CV</b>	<b>Vascular IGS Allia IGS 7 Innova IGS 6 Launch Classic</b>

This training program is designed for customers purchasing a GE HealthCare Vascular system including but not limited to Allia IGS 7 and Innova IGS6.

GE HealthCare 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 . The training will include Virtual Tools and remote connectivity. This blended curriculum with multiple delivery platforms promotes learner retention and allows for an efficient and effective skill development.

This program contains 164 Credits. A customized training program blending onsite and virtual training will be developed in partnership with your Applications Specialist.

- Onsite training – each onsite day of training utilizes 8 credits per instructor (8-hour day)
- Virtual training – each hour of virtual training utilizes 1 credit per instructor
- Virtual instructor-led training: Instructor leads a virtual training session one-on-one or in a group, typically in 2-4 hour scheduled blocks
- Answerline Support-Access to GE HealthCare experts for clinical, non-emergency applications assistance via phone or by using the iLinq button on the imaging console
- In addition to the credits available with this offering, the customer has access to the complimentary, no-cost online educational content available for all customers, both CE and non-CE.

Classroom-Based training (if applicable) – each seat in a classroom-based training (in person or virtual) utilizes 16 credits per student (ala carte offerings are available).

Training will be delivered at a mutually agreed upon time between the customer and GE Healthcare (excluding GE Healthcare holidays and weekends) and is subject to availability during normal business hours (8am-5pm). This training program has a term of twelve (12) months commencing on Acceptance, where all training (onsite and/or virtual) must be scheduled and completed within twelve (12) months of Acceptance. Additional credits may be available for purchase separately.

All GE HealthCare “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.

**Total Quote Net Selling Price** **\$913,436.00**

**ENSURE REQUISITION/PURCHASE ORDER IS ISSUED TO:  
GE PRECISION HEALTHCARE  
TAX ID (83-0849145)**

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>

## Optional Items

Please initial the Catalogs you wish to purchase

CatalogNumber	Qty	Description	Net Price	Initial
S18061VW	2	<b>Control Panel Mushroom-2nd Set</b>	<b>\$14,400.00</b>	-----
		<p>The Control Panel Mushroom 2nd set provides a simple control of the Gantry and the table. It allows to disable/enable patient contouring, lock/unlock the system, activate the emergency stop, adapt the Fields-of-view, the collimator blades and the contour filters. It is equipped with a Hand detection technology using capacitive sensors to enable system motion and is IPX4 certified.</p> <p>A set is delivered by default in the base system</p>		

## Governing Agreement Reference Information

Customer:	Atrium Health Pineville
Contract Number:	AHSCA GPO Agreement #CSS-CP-5981
Billing Terms:	100% billing at Ship Completion (Fulfillment) / Delivery
Payment Terms:	NET 60 DAYS
Shipping Terms:	FOB Destination

Offer subject to the Terms and Conditions of the applicable Governing Agreement currently in effect between GE HealthCare and AHSCA GPO Agreement #CSS-CP-5981

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>

**1. Definitions.** As identified in this Agreement, “Equipment” is hardware and embedded software that is licensed with the purchase of the hardware provided to Customer in GE HealthCare’s packaging and with its labeling; “Software” is software provided by GE HealthCare and/or delivered to Customer in GE HealthCare’s packaging and with its labeling, and Documentation associated with the software; “Third Party Software” and “Third Party Equipment” are respectively software developed by a third party, and hardware and embedded software that is licensed with the purchase of the hardware, that is delivered to Customer in the third party’s packaging and with its labeling (collectively, “Third Party Product”); “Product” is any Equipment, Software and Third Party Product; “Services” is Product support or professional services; “Subscription,” is a limited-term, non-transferable license to access and use a Product, including any associated support Services as identified as a Subscription by GE HealthCare; “SaaS Offerings” are software-as-a-service offerings provided to Customer by GE HealthCare and identified as a SaaS Offering by GE HealthCare; “Third Party Offerings” are Products, Services and SaaS Offerings sold by and identified by GE HealthCare as an offering of a Third Party; “Specifications” are GE HealthCare’s written specifications and manuals as of the date the Equipment shipped (excluding Third Party Offerings); and “Documentation” is the online help functions, user instructions and manuals regarding the installation and operation of the Product as made available by GE HealthCare to Customer.

**2. Term and Termination.** Software licenses, access to SaaS Offerings, Services and/or Subscriptions will have individual term lengths identified in the Quotation. If there is a material breach of this Agreement and/or the Quotation that is not cured by the breaching party within 60 days from receipt of written notice, the non-breaching party can terminate the respective Agreement or Quotation. Other than as set forth in this Agreement, neither party can unilaterally terminate this Agreement or a Quotation. Any remaining undisputed, unpaid fees become immediately due and payable on expiration or termination. Expiration or termination of this Agreement will have no effect on Quotations executed prior to the date of expiration or termination.

**3. Software License.** Other than as identified in a Quotation, GE HealthCare grants Customer a non-exclusive, non-transferable, non-sublicensable, perpetual license to use the Software for Customer’s internal business purposes only in the United States consistent with the terms of this Agreement. Customer’s independent contractors (except GE HealthCare competitors) may use the Software, but Customer is responsible for their compliance with this license, and additional license fees may apply. Customer cannot modify, reverse engineer, copy or create derivative works of the Software, except for making 1 backup copy, and cannot remove or modify labels or notices of proprietary rights of the Software or Documentation.

#### **4. Commercial Logistics**

##### **4.1 Order Cancellation and Modifications.**

**4.1.1 Cancellation.** If Customer cancels an order prior to shipment without GE HealthCare’s written consent, Customer will be responsible for all third-party expenses incurred by GE HealthCare prior to Customer’s order cancellation and GE HealthCare may charge: (i) a fee of up to 10% of the Product price; and (ii) a fee for site evaluations performed prior to cancellation. GE HealthCare will retain, as a credit, payments received up to the amount of the cancellation charge. Customer must pay applicable progress payments (other than final payment) prior to final calibration, and GE HealthCare may delay calibration until those payments are received. If Customer does not schedule a delivery date within 6 months after order entry, GE HealthCare may cancel on written notice. This section does not apply to Software or Subscriptions, SaaS Offerings, Third Party Offerings and/or related professional or installation services; those orders are non-cancellable.

**4.1.2 Used Equipment.** Equipment identified as pre-owned, refurbished, remanufactured or demonstration Equipment is not new and may have received reconditioning to meet Specifications (“Used Equipment”). Sale of Used Equipment is subject to availability. If it is no longer available, GE HealthCare will attempt to identify other Used Equipment in its inventory that meets Customer’s needs, and if substitute Used Equipment is not acceptable, GE HealthCare will cancel the order and refund any deposit Customer paid for the Used Equipment.

**4.2 Site Preparation.** Customer is responsible for network and site preparation, including costs, in compliance with GE HealthCare’s written requirements and applicable laws. GE HealthCare may refuse to deliver or install if the site has not been properly prepared or there are other impediments.

**4.3 Transportation, Title and Risk of Loss.** Unless otherwise identified in the Quotation, shipping terms are FOB Destination. Title and risk of loss to Equipment passes to Customer on delivery to Customer’s designated delivery location.

**4.4 Delivery, Returns and Installation.** Delivery dates are approximate. Products may be delivered in installments. GE HealthCare may invoice multiple installment deliveries on a consolidated basis, but this does not release Customer’s obligation to pay for each installment delivery. Delivery occurs: (i) for Product, on electronic or physical delivery to Customer; and (ii) for Services, on performance.

Products cannot be returned for refund or credit if they match the Quotation.

Delivery and installations will be performed from 8am to 5pm local time, Monday-Friday, excluding GE HealthCare holidays, and outside those hours for an additional fee. Customer will: (i) install cable and assemble products not provided by GE HealthCare; (ii) enable connectivity and interoperability with products not provided by GE HealthCare; (iii) pay for construction and rigging costs; and (iv) obtain all licenses, permits and approvals for installation, use and disposal of Products. For Equipment upgrades and revisions, Customer must return replaced components to GE HealthCare at no charge.

4.5 Information Technology Professional Services (“ITPS”). ITPS must be completed within 12 months of the later of the ITPS order date or Product delivery. If not done within this time period, other than because of GE HealthCare's failure to perform, ITPS performance obligations expire without refund. ITPS includes project management, HL7/HIS system integration, database conversion, network design and integration and separately cataloged software installations.

#### 4.6 Acceptance.

4.6.1 Equipment Acceptance. Beginning on completion of installation (not to exceed 30 days from shipment) or delivery (if installation is not required), Customer will have 5 days to determine if the Equipment operates substantially in accordance with Specifications (“Equipment Test Period”). If the Equipment fails to perform accordingly, Customer will provide to GE HealthCare: (i) written notice; (ii) access to the Equipment; and (iii) a reasonable time to bring the Equipment into compliance. After correction by GE HealthCare, Customer will have the remainder of the Equipment Test Period or 3 days, whichever is greater, to continue testing. Equipment is accepted on the earlier of expiration of the Equipment Test Period or the date the Equipment is first used for non-acceptance testing purposes.

4.6.2 Software Acceptance. Beginning on completion of Software implementation, Customer will have 30 days to determine if the Software operates substantially in accordance with the Documentation (“Software Test Period”). If the Software fails to perform accordingly, Customer will provide to GE HealthCare: (i) written notice; (ii) access to the Software; and (iii) a reasonable time to bring the Software into compliance. After correction by GE HealthCare, Customer will have the remainder of the Software Test Period or 5 days, whichever is greater, to continue testing. Software is accepted on the first to occur of: (a) expiration of the Software Test Period; (b) the date Software is first used to process actual data; or (c) the “Go-Live Date” as defined in the Quotation.

4.6.3 Subscription Acceptance. Products provided pursuant to a Subscription are accepted 5 days after GE HealthCare provides Customer access to the Products.

4.7 Third Party Products and Services. If an order includes Third Party Offerings, then regarding those Third Party Offerings: (i) GE HealthCare is acquiring them on Customer's behalf, acting as Customer's agent; (ii) GE HealthCare provides no warranties or indemnification, express or implied; (iii) Customer is responsible for all claims resulting from or related to their acquisition or use; and (iv) Customer shall comply with third party terms and conditions for the use of the Third Party Offerings; (v) the applicable third party shall be a beneficiary of this Agreement; (vi) except as otherwise agreed, Third Party Offerings shall be deemed accepted (or commenced, as applicable) the later of either 5 days after delivery of the Third Party Offering or it being made available to Customer; (vii) the following provisions of these GE HealthCare terms and conditions shall govern the mutual obligations between Customer and GE HealthCare regarding the order: Definitions, Commercial Logistics, Security Interest and Payment, Trade-In Equipment, General Terms, Compliance – Generally, Security, Medical Diagnosis and Treatment, Protected Health Information, Excluded Provider, Liability and Indemnity, Payment and Finance.

4.8 Mobile Equipment. GE HealthCare will assemble Equipment it has approved for mobile use at the vehicle location identified by Customer. Customer will comply with the vehicle manufacturer's planning requirements and arrange for delivery of the vehicle. Equipment placed in a mobile environment must be used for medical, billing, or other non-entertainment use by bona fide medical professionals authorized to use and prescribe such use. Customer will ensure Equipment that GE HealthCare has approved for mobile use is adequately installed in accordance with GE HealthCare's applicable installation instructions.

4.9 Audit. GE HealthCare may audit Customer's use of Software, Subscription or SaaS Offering to verify Customer's compliance with this Agreement up to 12 months following termination or expiration of the applicable Quotation. Customer will provide reasonable assistance and unrestricted access to the information. Customer must pay underpaid or unpaid fees discovered during the audit, and GE HealthCare's reasonable audit costs, within 30 days of written notification of the amounts owed. If Customer does not pay, or the audit reveals that Customer is not in compliance, GE HealthCare may terminate Customer's Software license, Subscription or SaaS Offering.

4.10 Product Inflation. For GE HealthCare imaging Products only (to exclude ultrasound and life care solutions Products), due to the potential long cycle time from Product order to Product delivery, GE HealthCare may increase Product Total Quote Net Selling Price by an amount equal to the increase in the U.S. Bureau of Labor Statistics Consumer Price Index (“CPI”) from the date of Product order to the date of notice prior to Product delivery, by providing at least 4 weeks prior notice from the requested delivery date.

## 5. **Security Interest and Payment.**

5.1 **Security Interest.** Customer grants GE HealthCare a purchase money security interest in all Products in the Quotation until full payment is received, and Customer will perform all acts and execute all documents necessary to perfect GE HealthCare's security interest.

5.2 **Failure to Pay.** If, after Product delivery, or SaaS Offering availability, Customer is more than 45 days past due on undisputed payments, GE HealthCare may, on 10 days' prior written notice, disable, revoke access to and/or remove the Products or SaaS Offering.

5.3 **Lease.** If Customer leases a Product, Customer continues to be responsible for payment obligations under this Agreement.

6. **Trade-In Equipment.** Trade-in equipment identified in a Quotation will be subject to separate trade-in terms and conditions.

7. **Subscriptions.** The following terms apply to all Subscriptions.

7.1 **Commencement.** Unless otherwise indicated in this Agreement or the Quotation, the Subscription commences on the date GE HealthCare provides Customer access to the Products.

7.2 **Renewal / Non-Renewal.** The Subscription term renews automatically for the same duration as the initial term of the Subscription unless otherwise identified in the Quotation. Except as otherwise identified in this Agreement or a Quotation, GE HealthCare may increase prices annually by no more than the Consumer Price Index for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. Subscriptions are not cancellable; however, either party may opt to not renew the Subscription after the initial Subscription term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal.

7.3 **Subscription Equipment.** Title to Equipment provided via Subscription ("**Subscription Equipment**") remains with GE HealthCare. Customer will not place, or permit the placement of, liens, security interests, or other encumbrances on Subscription Equipment. Customer shall not repair or service Subscription Equipment, or allow others to do so, without the prior written consent of GE HealthCare.

7.4 **Support Services.** Unless otherwise noted in the Quotation, as part of the Subscription fees, GE HealthCare will provide support Services as described in the Subscription Products Terms and Conditions.

7.5 **Upgrades/software releases.** Included in the Subscription fees if Customer does not owe any undisputed payments, GE HealthCare will provide upgrades/software releases if and when they become available and to the extent they are provided to all GE HealthCare customers with a Subscription for the Products, at mutually agreed upon delivery and installation dates. Upgrades/software releases do not include: (i) any optional or separately licensable features; (ii) any Products not covered by the Subscription; or (iii) any virtual environment required to host an upgraded Product. GE HealthCare shall have no obligation to provide upgrades/software releases if Products are not maintained within the current major release version or the immediately prior major release version.

7.6 **Access Controls.** Customer must: (i) ensure users maintain individually-assigned confidential user credentials and control mechanisms to access the Subscription; and (ii) take reasonable steps to prevent unauthorized access to Products.

7.7 **Post-Termination.** Upon termination or expiration of the Subscription: (i) Customer must immediately discontinue use of the Products and return Subscription Equipment to GE HealthCare in proper operating condition; (ii) Customer must destroy its copies of Software and Documentation; (iii) Customer must remove its data from Subscription Equipment; (iv) GE HealthCare is not responsible for and may destroy Customer-provided information, images or data; and (v) GE HealthCare will remove Customer's access.

7.8 **Professional Services.** For Services not covered under this Agreement or required due to Customer not meeting its responsibilities under the Agreement, applicable additional professional Services and fees will be required: (i) identified in the Quotation; and (ii) subject to GE HealthCare's then-current pricing.

8. **SaaS Offerings.** The following terms apply to SaaS Offerings.

8.1 **Commencement.** Unless otherwise indicated in this Agreement or the Quotation, the SaaS Offering commences on the date GE HealthCare provides Customer with access to the SaaS Offerings.

8.2 **Access and Use of SaaS Offerings.**

8.2.1 Subject to the terms of this Agreement, GE HealthCare grants Customer non-exclusive, non-transferable, right to access, and use, the SaaS Offering being provided under this Agreement. The SaaS Offering is solely for use by Customer's Authorized Users (defined below) and for internal business only. Customer's use is limited to the term and volume or use metrics as detailed in the Quotation. GE HealthCare reserves all rights in the SaaS Offering, including the technical and operational data and information.

8.2.2 The SaaS Offering may only be used by Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the SaaS Offering under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the SaaS Offering has been purchased hereunder ("**Authorized Users**"). Customer is responsible and liable for all uses of the SaaS Offering and GE HealthCare Terms & Conditions (Rev 08.24)

Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Further, Customer is responsible and liable for all acts and omissions by Authorized Users. Customer is responsible for providing any necessary notices to Authorized Users and obtaining any legally required consents from Authorized Users regarding their use of the SaaS Offering and for maintaining the confidentiality of usernames, passwords and account information. Customer and its Authorized Users must not use the SaaS Offering in any way not in accordance with the Agreement and the Documentation.

8.2.3 Customer shall have the sole responsibility for any data submitted, posted, or otherwise transmitted by an Authorized User through the SaaS Offering, including but not limited to the data's accuracy, confidentiality, quality, integrity, legality, reliability, security, appropriateness, IP rights, and privacy consents. Customer shall have sole responsibility for any security vulnerabilities, and the consequences of such vulnerabilities, arising from Customer Data or Authorized User's access to the SaaS Offering.

8.2.4 If Customer becomes aware that any Customer Data or any use by an Authorized User violates the Agreement, Customer shall promptly remove or suspend use of that Customer Data and suspend the Authorized User's access to the SaaS Offering. If Customer believes its access has been compromised, Customer shall notify GE HealthCare as soon as possible but no later than 5 business days. Customer shall have sole responsibility for any security vulnerabilities or incidents, and the consequences of such vulnerabilities or incidents, arising from Customer Data or any use of the SaaS Offering and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Customer shall notify GE HealthCare and reasonably cooperate with GE HealthCare to confirm and resolve any compromise to Customer's account or the SaaS Offering.

8.2.5 GE HealthCare reserves the right to upgrade or modify the SaaS Offering, including without limitation GE HealthCare's technology, software, security, configurations, features, related content and materials, and third party content, at any time.

8.3 Security. GE HealthCare shall maintain a written information security program (the "Program") consistent with GE HealthCare's Commitment to Data Privacy and Security and applicable data protection laws that includes policies, procedures, and safeguards designed to protect Customer data and personal data from unauthorized or unlawful access, use, or disclosure or other compromise.

8.4 Renewal / Non-Renewal. Unless otherwise noted in the Quotation, the SaaS Offering term renews automatically for the same duration as the initial term. Except as otherwise identified in this Agreement or a Quotation, GE HealthCare may increase prices annually by no more than the Consumer Price Index ("CPI") for All Urban Consumers (U.S. City Average, December to December) plus 2%, upon 90 days' prior written notice. SaaS Offerings are not cancellable; however, either party may opt to not renew a SaaS Offering after the initial term or any subsequent renewal term by providing at least 60 days' prior written notice to the other party prior to renewal. Customer shall be obligated to pay the fees for any active term regardless of whether Customer access the SaaS Offering during the applicable term.

#### 8.5 Support Services.

8.5.1 Unless otherwise noted in the Quotation, as part of the SaaS Offering recurring fee, GE HealthCare will use commercially reasonable efforts to maintain the SaaS Offering in a manner which minimizes Errors and service interruptions. "Error" means any SaaS Offering problem that: (i) materially interferes with Customer's use of the SaaS Offering; and (ii) results from a failure of the SaaS Offering to materially conform to the Documentation. Customer will promptly inform GE HealthCare of any issue of which Customer becomes aware. GE HealthCare will provide phone and email support during standard business hours, excluding GE HealthCare holidays, for problem solving, Error resolution and general help.

8.5.2 Access for Offering and Support. To enable GE HealthCare to provide Customer with the SaaS Offering and related support, Customer grants GE HealthCare the right to use, process and transmit, in accordance with this Agreement and any relevant privacy agreements, Customer's Data and applications during the Term plus any additional post-expiration period. Customer is responsible for its connection to the SaaS Offering.

8.6 Account Suspension. GE HealthCare may suspend Customer's access to or use of the SaaS Offering if Customer or its Authorized Users violate any provision of this Agreement, or if in GE HealthCare's reasonable judgment, the SaaS Offering or any component thereof are reasonably likely to suffer a significant threat to security or functionality. GE HealthCare will use reasonable efforts to provide advance notice and to re-establish the affected SaaS Offering. GE HealthCare may terminate the SaaS Offering if any cause of suspension is not cured within 60 days. Any suspension or termination by GE HealthCare under this paragraph shall not excuse Customer from its obligation to make payment(s) under this Agreement.

8.7 Post Termination. Unless otherwise noted in the Quotation or this Agreement, upon termination or expiration of the SaaS Offering(s): (i) Customer must immediately discontinue all use and access of the SaaS Offering; (ii) Customer must destroy all GE HealthCare proprietary and confidential information, such as its copies of Documentation; (iii) GE HealthCare is not responsible for and may destroy Customer Data; (iv) GE HealthCare will remove Customer's access; and (v) Customer shall immediately pay GE HealthCare all amounts due hereunder. Customer is

responsible for ensuring Customer has all necessary copies of Customer Data prior to the termination date. Customer will be responsible for paying for any Services required to migrate Customer Data to a replacement solution.

## 9. General Terms.

9.1 Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Customers are not prohibited from discussing patient safety issues in appropriate venues.

9.2 Governing Law. The law of the state where the Product is installed, Service is provided, Subscription is accessed, or for SaaS Offerings the state in which Customer's operations are located as indicated in the Quotation, will govern this Agreement.

9.3 Force Majeure. Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.

9.4 Assignment; Use of Subcontractors. Rights and obligations under this Agreement cannot be assigned without the other party's prior written consent, unless: (i) it is to an entity (except to a GE HealthCare competitor) that (a) is an affiliate or parent of the party or (b) acquires substantially all of the stock or assets of such party's applicable business, Product line, or Service thereof; and (ii) the assignee agrees in writing to be bound by this Agreement, including payment of outstanding fees. GE HealthCare may hire subcontractors to perform work under this Agreement but will remain responsible for its obligations.

9.5 Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement's expiration or termination.

9.6 Intellectual Property. GE HealthCare owns all rights to the intellectual property in GE HealthCare's Products, SaaS Offerings, Services, Documentation, Specifications, and statements of work related to a Quotation or otherwise. Customer may provide GE HealthCare with feedback related to Products, Services, SaaS Offerings, and related Documentation, and GE HealthCare may use it in an unrestricted manner.

## 10. Compliance.

10.1 Generally. Each party will comply with applicable laws and regulations. Customer is only purchasing, licensing or accessing Products or SaaS Offerings for its own medical, billing and/or non-entertainment use in the United States, or for the purposes of renting or leasing the Products for medical, billing and/or non-entertainment purposes through a mobile system or modular building where Customer maintains title to the Products GE HealthCare will not deliver, install, provide access, service or train if it discovers Products or SaaS Offerings have been or are intended to be used contrary to this Agreement. This Agreement is subject to GE HealthCare's ongoing credit review and approval. Customer is aware of its legal obligations for cost reporting, including 42 C.F.R. § 1001.952(g) and (h), and will request from GE HealthCare any information beyond the invoice needed to fulfill Customer's cost reporting obligations. GE HealthCare will provide safety-related updates for Equipment and Software required by applicable laws and regulations at no additional charge.

10.2 Security. GE HealthCare is not responsible for: (i) Customer's passwords or password management (ii) securing Customer's network; (iii) preventing unauthorized access to Customer's network or the Product; (iv) backup management; (v) data integrity; (vi) recovery of lost, corrupted or damaged data, images, software or equipment; (vii) third party operating systems, unless specifically provided in the Quotation; or (viii) providing or validating antivirus or related IT safeguards unless sold to Customer by GE HealthCare. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR DAMAGES CAUSED BY UNAUTHORIZED ACCESS TO THE NETWORK OR PRODUCTS REGARDLESS OF A PARTY'S COMPLIANT SECURITY MEASURES.

10.3 Environmental Health and Safety ("EHS"). GE HealthCare personnel may stop work without penalty due to safety concerns. Customer must: (i) comply with GE HealthCare's EHS requirements; (ii) provide a safe environment for GE HealthCare personnel; (iii) tell GE HealthCare about chemicals or hazardous materials that might come in contact with Products or GE HealthCare personnel; (iv) perform decommissioning or disposal at Customer facilities; (v) obtain and maintain necessary permits; (vi) thoroughly clean Products before Service; (vii) provide radioactive materials required for testing Products; and (viii) dispose of waste related to Products and installations.

10.4 Parts and Tubes. GE HealthCare: (i) recommends the use of parts it has validated for use with the Product; (ii) is not responsible for the quality of parts supplied by third parties to Customer; and (iii) cannot assure Product functionality or performance when non-validated parts are used. Certain Products are designed to recognize GE HealthCare-supplied tubes and report the presence of a non-GE HealthCare tube; GE HealthCare is not responsible for the use of, or effects from, non-GE HealthCare supplied tubes.

10.5 Training; Recordings. GE HealthCare's training does not guarantee that: (i) Customer trainees are fully trained on Product or SaaS Offering use, maintenance or operation; or (ii) training will satisfy any licensure or accreditation. Customer must ensure its trainees are fully qualified in the use and operation of the Product or SaaS Offering. Unless otherwise identified in the training catalog, Customer will complete training

within 12 months of: (a) the date of Product delivery for a Product purchase or date of availability of SaaS Offering; (b) the respective start date for Services or Subscription for purchase of Service or Subscription; or (c) the date training is ordered for training-only purchases. If not completed within this time period, other than because of GE HealthCare's fault, training expires without refund. Training will be invoiced and payment due pursuant to the billing terms listed in the Quotation. Customer's recording of GE HealthCare training sessions and other conversations with GE HealthCare is prohibited.

10.6 Medical Diagnosis and Treatment. All clinical and medical treatment, diagnostic and/or billing decisions are Customer's responsibility.

10.7 Connectivity. If a Product or SaaS Offering has remote access capability: (i) Customer will provide GE HealthCare with, and maintain, a GE HealthCare-validated remote access connection to service the Product or SaaS Offering; or (ii) GE HealthCare reserves the right to charge Customer for onsite support at GE HealthCare's then-current billing rate. This remote access and collection of machine data (e.g., temperature, helium level) will continue after the end of this Agreement unless Customer requests in writing that GE HealthCare disable it.

10.8 Use of Data.

10.8.1 Protected Health Information. If GE HealthCare creates, receives, maintains, transmits or otherwise has access to Protected Health Information (as defined in 45 C.F.R. § 160.103) ("PHI"), GE HealthCare may use and disclose the PHI only as permitted by law and by the Business Associate Agreement. Before returning any Product to GE HealthCare, Customer must ensure that all PHI stored in it is deleted.

10.8.2 Data Rights. GE HealthCare may collect, prepare derivatives from and otherwise use non-PHI data related to Products and/or Services for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. GE HealthCare will own all intellectual property and other rights that could result from this collection, preparation and use. The non-PHI data will not be used to identify Customer or sold by GE HealthCare without Customer's consent.

10.9 Customer Policies. GE HealthCare will use reasonable efforts to respect Customer-provided policies that apply to GE HealthCare and do not materially contradict GE HealthCare policies. Failure to respect Customer policies is not a material breach unless it is willful and adversely affects GE HealthCare's ability to perform its obligations.

10.10 Insurance. GE HealthCare will maintain coverage in accordance with its standard certificate of insurance.

10.11 Excluded Provider. To its knowledge, neither GE HealthCare nor its employees performing Services under this Agreement have been excluded from participation in a Federal Healthcare Program. If an employee performing Services under this Agreement is excluded, GE HealthCare will replace that employee within a reasonable time; if GE HealthCare is excluded, Customer may terminate this Agreement upon written notice to GE HealthCare.

## 11. **Disputes and Arbitration**

11.1 Binding Arbitration. Other than collection matters and actions seeking injunctive relief to prevent or cease a violation of intellectual property rights related to Products or Services, the parties agree to submit all disputes arising under or relating to this Agreement to the American Arbitration Association ("AAA") office closest to the largest metropolitan area of the location where the Product is installed or the Service is provided for binding arbitration conducted in accordance with AAA's then-current Commercial Arbitration Rules. Costs, including arbitrator fees and expenses, will be shared equally, and each party will bear its own attorneys' fees. The arbitrator will have authority to award damages only to the extent available under this Agreement. Nothing in this section shall allow either party to arbitrate claims of any third-party not a party to this Agreement. The parties further agree to keep confidential: (i) the fact that any arbitration occurred, (ii) the results of any arbitration, (iii) all materials used, or created for use, in the arbitration, and (iv) all other documents produced by another party in the arbitration and not otherwise in the public domain.

## 12. **Liability and Indemnity**

12.1 Limitation of Liability. GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO CUSTOMER UNDER THIS AGREEMENT WILL NOT EXCEED: (I) FOR PRODUCTS, THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM; OR (II) FOR SERVICE, SAAS OFFERINGS OR SUBSCRIPTIONS, THE AMOUNT OF SERVICE OR SUBSCRIPTION FEES FOR THE 12 MONTHS PRECEDING THE ACTION THAT IS THE BASIS FOR THE CLAIM. THIS LIMITATION WILL NOT APPLY TO GE HEALTHCARE'S DUTIES TO INDEMNIFY CUSTOMER UNDER THIS AGREEMENT.

12.2 Exclusion of Damages. NEITHER PARTY WILL HAVE ANY OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

12.3 IP Indemnification. GE HealthCare will indemnify, defend and hold Customer harmless from third-party claims for infringement of United States intellectual property rights arising from Customer's use of the Equipment, SaaS Offering or Software in accordance with the Specifications, Documentation and/or license.

## 12.4 General Indemnification.

12.4.1 GE HealthCare will indemnify, defend and hold Customer harmless for losses which Customer becomes legally obligated to pay arising from third party claims brought against Customer for bodily injury or damage to real or tangible personal property to the extent the damage was caused by GE HealthCare's: (i) design or manufacturing defect of Products; (ii) negligent failure to warn, negligent installation or negligent Services; or (iii) material breach of this Agreement.

12.4.2 Customer will indemnify, defend and hold GE HealthCare harmless for losses which GE HealthCare becomes legally obligated to pay arising from third party claims brought against GE HealthCare for bodily injury or damage to real or tangible personal property to the extent the damage was caused by Customer's: (i) medical diagnosis or treatment decisions; (ii) misuse or negligent use of the Product or SaaS Offering; (iii) improper storage of the Product (iv) modification of the Product; or (v) material breach of this Agreement.

12.5 Indemnification Procedure. For all indemnities under this Agreement: (i) the indemnified party must give the other party written notice before claiming indemnification; (ii) the indemnifying party will control the defense; (iii) the indemnified party may retain counsel at its own expense; and (iv) the indemnifying party is not responsible for any settlement without its written consent.

## 13. **Payment and Finance.**

13.1 Late Payment. Customer must raise payment disputes before the payment due date. For any undisputed late payment, GE HealthCare may: (i) suspend performance under this Agreement until all past due amounts are paid; (ii) charge interest at a rate no more than the maximum rate permitted by applicable law; and (iii) use unapplied funds due to Customer to offset any of Customer's outstanding balance. If GE HealthCare suspends performance, any downtime will not be included in the calculation of any uptime or availability commitment. If Customer fails to pay when due: (a) GE HealthCare may revoke its credit and designate Customer to be on credit hold; and (b) all subsequent shipments and Services must be paid in full on receipt.

13.2 Taxes. Prices do not include applicable taxes, which are Customer's responsibility.

13.3 Customer Payment Obligation. If installation or acceptance is delayed more than 90 days because of any reason for which Customer or its subcontractor is responsible, GE HealthCare will provide written notice and bill the remaining balance due on the order, and Customer must pay according to the payment terms listed on the Quotation.

13.4 Overages. Products or SaaS Offerings shall be subject to any usage or volume metrics specified in Quotation. If Customer exceeds any usage or volume metric, GE HealthCare reserves the right to charge for excess usage at then current rates. Customer will be responsible for payment of any such overage fees and agrees that GE HealthCare may prospectively adjust future billing to reflect increased usage or volume.

14. **Notices.** Notices will be in writing and considered delivered when received if sent by certified mail, postage prepaid, return receipt requested, by overnight mail, or by fax. Notice to Customer will be directed to the address on this Agreement, and notice to GE HealthCare to General Counsel, 9900 W Innovation Dr., Wauwatosa, WI 53226.

## 15. **Subscription Products Support Terms and Conditions.**

15.1 Overview. GE HealthCare will, in accordance with the terms and conditions of this section, maintain, support and update Products provided via Subscription.

15.2 Scope.

15.2.1 Software Support and Maintenance. GE HealthCare will use reasonable efforts to provide Error Correction (defined below) for verifiable and reproducible Errors (defined below) within a reasonable time after: (a) Customer reports the Error to GE HealthCare; or (b) detection by GE HealthCare. Updates (defined below), if released, will be provided at no additional cost as a part of this maintenance commitment. New functionality must be purchased separately, unless otherwise agreed.

15.2.2 Equipment Maintenance. Preventative maintenance service may be required periodically during normal business hours of 8:00 a.m. to 5:00 p.m. (local time) on mutually agreed dates. Customer will make the Equipment available for preventative maintenance upon GE HealthCare request. Additional services to be performed, including specific additional terms thereof, shall be specified in the Quotation or alternate schedules.

15.2.3 Definitions. "Error" means any Software-related problem that: (i) materially interferes with Customer's use of the Software; and (ii) results from a failure of the Software to materially conform to the Documentation. "Error Correction" means: (a) modification of the Software that corrects an Error by bringing the Software into material conformity with the Documentation; or (b) a procedure that avoids the material adverse effect of the nonconformity. "Update" means a change that provides Error Corrections and/or enhances functionality of the

Software version licensed by Customer. An Update does not involve major changes or provide significant, new functionality or applications, or changes to the software architecture or file structure. Updates retain the same license as the original Software.

15.2.4 Hotline Support. GE HealthCare will provide phone and email support during standard business hours, excluding GE HealthCare holidays, for problem solving, Error resolution and general help.

15.2.5 Remote Access Support. GE HealthCare may access Software remotely via Customer's network and GE HealthCare-supplied secure tunnelling software to monitor Software parameters to help prevent and detect Errors. Customer will reasonably cooperate with GE HealthCare to establish remote connections. Certain modules require remote access in order to obtain support.

15.2.6 Warranty. GE HealthCare warrants that its Services will be performed by trained individuals in a professional, workman-like manner. GE HealthCare will re-perform non-conforming Services as long as Customer provides prompt written notice to GE HealthCare. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED "AS IS". GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

15.2.7 Exclusions. GE HealthCare has no obligation to Customer for: (i) use of Products in combination with software, hardware, or services not recommended in writing by GE HealthCare; (ii) use in a manner or environment for which GE HealthCare did not design or license the Products, or in violation of GE HealthCare's recommendations or instructions; (iii) interface configuration (often referred to as HIS, PACS or EMR interfaces necessary due to changing vendors or versions); (iv) reorganization of Customer data; (v) consulting or software engineering and programming; (vi) support of Products outside the scope of the foregoing maintenance commitments; (vii) failure to use or install, or permit GE HealthCare to use or install, Error Corrections or Updates; (viii) failure to maintain Products within the current major release version or the immediately prior major release version; (ix) defects in products or services not made and provided by GE HealthCare; (x) any cause external to the Products or beyond GE HealthCare's control; (xi) failure of Customer's network; (xii) replacement of disposable or consumable items; (xiii) additional equipment or upgrades in connection with Products; and (xiv) migration of Software to different hardware or operating systems.

## 16. ViewPoint Software Maintenance Terms and Conditions.

16.1 GE HealthCare will maintain, support and update ViewPoint Software licensed by Customer ("ViewPoint Software") and HIS interface software installed in the United States covered by a Software Maintenance Agreement ("SMA") consistent with the Subscription Products Support Terms and Conditions.

16.2 Software Maintenance Agreement Term. The following applies to ViewPoint software and HIS interface software only: The SMA term and start date is identified in the Quotation and its related Schedule A. Either party may terminate the SMA without cause after the first anniversary by providing at least 90 days' prior written notice to the other party. SMA payments are due within 30 days after date of GE HealthCare's invoice.

## 17. HealthCare Digital Products.

17.1 T&L Expenses. Other than as set forth in a Quotation, actual, reasonable travel, living and incidental project-related expenses incurred while performing Services are Customer's responsibility and will be invoiced separately as incurred.

17.2 Software License Support. GE HealthCare will support Software under its then-current applicable support policy for the support period identified in the Quotation and any renewal periods. Unless identified on the Quotation, Third Party Product support is not included; GE HealthCare will use reasonable efforts to provide phone support or initial contact for Third Party Product. Support will automatically renew for another annual term unless a party provides 60 days' written notice prior to renewal. Customer is not entitled to credits, refunds or reduction in fees for mid-term changes to Software support. GE HealthCare may increase its annual renewal support charges by no more than CPI plus 2%. CPI means the U.S. City Average (December to December percent) for All Urban Consumers. If GE HealthCare announces to customers that it will no longer support Software, in whole or in part, then on at least 12 months' prior written notice, GE HealthCare may remove the item from Software support agreements and adjust charges without otherwise affecting those agreements.

**1. Warranty.**

1.1. **Equipment.** For non-customized Equipment purchased from GE HealthCare or its authorized distributors, unless otherwise identified in the Quotation, GE HealthCare warrants that Equipment will be free from defects in title, and, for 1 year from Equipment Acceptance, it will: (i) be free from defects in material and workmanship under normal use and service; and (ii) perform substantially in accordance with the Specifications. The warranty covers parts and labor and only applies to end-users that purchase Equipment from GE HealthCare or its authorized distributors.

1.2. **Software.** For Software licensed from GE HealthCare, GE HealthCare warrants that: (i) it has the right to license or sublicense Software to Customer; (ii) it has not inserted Disabling Code into Software; (iii) it will use efforts consistent with industry standards to remove viruses from Software before delivery; and (iv) unless otherwise identified in the Quotation, for 90 days from Software Acceptance, Software will perform substantially in accordance with the Documentation. “Disabling Code” is code designed to interfere with the normal operation of Software, but code that prohibits use outside of the license scope is not Disabling Code.

1.3. **Services.** GE HealthCare warrants that its Service will be performed by trained individuals in a professional, workman-like manner.

1.4. **Used Equipment.** Certain Used Equipment is provided with GE HealthCare’s standard warranty for the duration identified in the Quotation, but in no event more than 1 year. If no warranty is identified, the Used Equipment is provided “AS IS” and is not warranted by GE HealthCare.

1.5. **Accessories and Supplies.** Warranties for accessories and supplies are at [www.gehealthcare.com/accessories](http://www.gehealthcare.com/accessories).

1.6. **Third Party Product.** Third Party Product is covered by the third party’s warranty and not GE HealthCare’s warranties.

1.7. **Subscription Products.** Unless otherwise specified, Products provided via Subscription do not include a warranty.

1.8. **SaaS Offerings.** Unless otherwise specified, SaaS Offerings do not include a warranty.

**2. Remedies.** If Customer promptly notifies GE HealthCare of its claim during the warranty and makes the Product available, GE HealthCare will: (i) at its option, repair, adjust or replace the non-conforming Equipment or components; (ii) at its option, correct the non-conformity or replace the Software; and/or (iii) re-perform non-conforming Service. Warranty service will be performed from 8am to 5pm local time, Monday-Friday, excluding GE HealthCare holidays, and outside those hours at GE HealthCare’s then-current service rates and subject to personnel availability. GE HealthCare may require warranty repairs to be performed via a secure, remote connection or at an authorized service center. If GE HealthCare replaces Equipment or a component, the original becomes GE HealthCare property and Customer will return the original to GE HealthCare within 5 days after the replacement is provided to Customer. Customer cannot stockpile replacement parts. Prior to returning Equipment to GE HealthCare, Customer will: (a) obtain a return to manufacturer authorization; and (b) back up and remove all information stored on the Equipment (stored data may be removed during repair). Customer is responsible for damage during shipment to GE HealthCare. The warranty for a Product or component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced Product.

GE HealthCare may provide a loaner unit during extended periods of Product service or for GE HealthCare Product training purposes. If a loaner unit is provided: (i) it is for Customer’s temporary use at the location identified in the Quotation; (ii) it will be returned to GE HealthCare within 5 days after the Product is returned to Customer, and if it is not, GE HealthCare may repossess it or invoice Customer for its full list price; (iii) it, and all programs and information pertaining to it, remain GE HealthCare property; (iv) risk of loss is with Customer during its possession; (v) Customer will maintain and return it in proper condition, normal wear and tear excepted, in accordance with GE HealthCare’s instructions; (vi) it will not be repaired except by GE HealthCare; (vii) GE HealthCare will be given reasonable access to it; (viii) Customer is not paying for its use, and Customer will ensure charges or claims submitted to a government healthcare program or patient are submitted accordingly; and (ix) prior to returning it to GE HealthCare, Customer will delete all information, including PHI, from it and its accessories, in compliance with industry standards and instructions provided by GE HealthCare.

NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY. SERVICE MANUALS AND DOCUMENTATION ARE PROVIDED “AS IS”. GE HEALTHCARE DOES NOT GUARANTEE PRODUCTS WILL OPERATE WITHOUT ERROR OR INTERRUPTION.

**3. Limitations.** GE HealthCare has no obligation to Customer for warranty claims if Customer uses the Product: (a) for non-medical or entertainment use or outside the United States; (b) in combination with software, hardware, or services not recommended in writing by GE HealthCare; and (c) in a manner or environment for which GE HealthCare did not design or license it, or in violation of GE HealthCare’s recommendations or instructions. GE HealthCare has no obligation to Customer for warranty claims for damages or deficiencies outside GE HealthCare’s reasonable control.

In addition, these warranties do not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to Specifications and/or Documentation, inadequate backup or virus protection, cyber-attacks, failure to maintain power quality, grounding, temperature, and humidity within Specifications and/or Documentation, or other misuse or abuse; (ii) repairs due to power anomalies or any cause external to the Products or beyond GE HealthCare’s control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the Products or parts; (iv) planned maintenance (unless applicable to Equipment), adjustment, alignment, or calibration; (v) network and antenna installations not performed by GE HealthCare or its subcontractors; (vi) lost or stolen Products; (vii)

Products with serial numbers altered, defaced or removed; (viii) modification of Product not approved in writing by GE HealthCare (ix) Products immersed in liquid; (x) for Mobile Equipment, defects or deficiencies from mobile use outside of normal transportation wear and tear (excluding OEC regarding transportation wear and tear) and (xi) replacement of disposable or consumable items.

#### **4. Exceptions to Standard Warranty.**

**Partial System Equipment Upgrades for CT, MR, X-Ray, IGS, PET (Scanners, Cyclotrons and Chemistry Labs) and Nuclear systems:** 6 months (only applies to the upgraded components unless the parties otherwise agree to modify the coverage of the upgraded and existing components in an existing service agreement. Optima XR240amx partial upgrades are warranted for 1 year on the wireless detector. This exception does not apply to the Artist Evo 1.5T and Premier Evo 3T upgrades which will have a full system one year warranty.

**Cyclotron and Radiopharmacy:** Warranty starts on the earlier of (i) 3 months after the date GE HealthCare completes mechanical installation, or (ii) the date Product testing is successfully completed.

**MR Systems:** Warranty does not cover: (i) a defect or deficiency from failure of water chillers supplied or serviced by Customer, and (ii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or shim coils unless the need for supply or service is caused by a defect in material or workmanship covered by this warranty.

**Proteus XR/a, Definium and Precision 500D X-Ray Systems:** Warranty does not cover collimator bulbs.

**Performix 160A (MX160) Tubes:** 3 years

**X-Ray High Voltage Rectifiers and TV Camera Pick-Up Tubes:** 6 months

**X-Ray Wireless Digital Detectors:** In addition to the standard warranty, GE HealthCare will provide coverage for detector damage due to accidental dropping or mishandling. If accidental damage occurs, GE HealthCare will provide Customer with 1 replacement detector during warranty at no additional charge. If subsequent accidental damage occurs during warranty, each additional replacement will be provided for \$30,000 per replacement. This additional coverage excludes damage caused by any use that does not conform to original equipment manufacturer (“OEM”) guidelines, use that causes fluid invasion, holes, deep scratches or the detector case to crack, and damage caused by abuse, theft, loss, fire, power failures or surges. If the warranty is voided by these conditions, repair or replacement is Customer’s responsibility.

**GE Lunar Bone Mineral Densitometry and Metabolic Health:** Warranty includes 1 annual PM. Direct warranty claims to Probo Medical, LLC (together, with its affiliates Alpha Source, LLC) at 1-866-907-9745.

**OEC New or Exchange Service Parts:** 120 days

**OEC Tubes and Image Intensifiers:** 1 year

**HealthNet Lan, Advantage Review — Remote Products:** 3 months

**LOGIQ e, Venue 50, Venue Go, Versana Active and related transducers purchased with them:** 5 years

**LOGIQ V1, LOGIQ V2, Vivid iq, Vscan and Vscan Extend and related transducers purchased with them:** 3 years

Except the following have a 1 year warranty:

Transducers: TEE Probes,

Carts: Venue 50 Docking Cart, Venue Go Cart, Venue Go mounting cradle, LOGIQ e Isolation Cart, LOGIQ e Docking Cart, LOGIQ V1/V2 Cart and Vivid IQ cart.

Other: Batteries (internal & external), and printers and peripherals, TEE cleaning & storage system, ICECord Connector and printers.

Warranty covers defective parts and components and includes: (i) repair at GE HealthCare facilities, (ii) a loaner unit or probe replacement shipped for next business day delivery for requests received by 3pm Central Time, (iii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide field support/service, planned maintenance, and/or coverage for damage due to accidental dropping or mishandling.

**LOGIQ P9 R2.5 and newer and, Versana Premier, Versana Balance, Venue and related transducers purchased with them:** 5 years

**LOGIQ P10:** 5 years

**LOGIQ Fortis and related transducers purchased with them:** 2 years

Except the following have a 1 year warranty:

Other Accessories: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty Includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE HealthCare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

**Voluson P8 BT18 and newer, Voluson Signature 18, Voluson Signature 20, Voluson SWIFT, Voluson S8 Touch and Voluson S10 Expert, LOGIQ F8 2016 and newer, LOGIQ V5, Vivid T8 and Vivid T9 and related transducers purchased with them:** 3 years

Except the following have a 1 year warranty:

Other: Batteries (internal & external) and printers and peripherals, TEE cleaning & storage system

Transducers: TEE Probes

Warranty Includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE HealthCare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

**Voluson Expert 18, Voluson Expert 20, and Voluson Expert 22:** Console Warranty - 5 years; Probe Warranty - Years 0 – 3 – all probes purchased with console, Years 4 – 5 – 1 probe per system, per year.

**EM6C Probe** – 1 year

Warranty Includes: (i) repair at Product location by a qualified service technician Monday-Friday 8am to 5pm local time, excluding GE HealthCare holidays, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide planned maintenance and/or coverage for damage due to accidental dropping or mishandling.

**Ultrasound Partial System Equipment Upgrades:** 3 months (only applies to the upgraded components). Customer will not be credited the value of the warranty against pre-existing warranties or service agreements.

**Veterinary Use:** Notwithstanding anything herein, any Product validated and sold by GE HealthCare for specific use in the veterinary market shall have a one (1) year warranty.

**Batteries:** 3 months, except for x-ray nickel cadmium or lead acid batteries and ultrasound batteries, which are warranted for 1 year

**CARESCAPE Monitors B450, B650, B850, Canvas 1000, and Canvas Smart display:** 3 years parts, 1 year labor (excluding displays, which are standard 1 year parts and labor). Phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays.

**CARESCAPE ONE :** 3 year parts and phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays, 1 year labor (excluding displays, which are standard 1 year parts and labor).

**Micromodules:** 3 year parts and phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE Healthcare holidays,(i) repair services performed at GE HealthCare Repair Operations Center.

**B40 Monitors:** 2 years parts, 1 year labor (excluding displays, which are standard)

**B105 B125, and B155 Patient Monitors:** 3 years with: (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays; and (iii) a loaner Product (subject to availability; shipping charges included).

**Novii Wireless Patch System- Interface and Pods:** 1 year starting 40 days after shipment with: (i) exchange services performed at GE HealthCare Repair Operations Center; and (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays. Customer may elect to purchase coverage for Pod damage due to accidental dropping or mishandling. This coverage excludes patches and cables, which are considered Product accessories, and are warranted pursuant to Section 1.5 above.

**MAC 5, MAC 7, MAC 2000 and MAC 3500:** 3 years (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays

**CARESCAPE V100 and VC150 Vital Signs Monitors:** 2 years

**SEER 1000:** 2 years (i) repair services performed at GE HealthCare Repair Operations Center, (ii) phone support from 7am to 5pm Central Time, Monday-Friday, excluding GE HealthCare holidays

**Exergen:** 4 years

**Microenvironment and Phototherapy consumable components:** 1 month

**Corometrics® Fetal Monitoring:** Warranty includes: (i) warranty starting on the earlier of (a) if GE HealthCare or Customer installs, 5 days after installation or (b) 40 days after shipment; and (ii) 2 years parts, 1 year labor

**Corometrics® Nautilus Transducers:** 2 years

**Lullaby Phototherapy System:** 3 years on lamp assembly

**Blood pressure cuffs and related adaptors and air hoses:** 1 month

**Anesthesia Monitor Mounting Solutions:** If purchased directly from GE HealthCare, it will be warranted as a GE HealthCare Product

**Tec 850 Vaporizers:** 3 years

**Tec 6 Plus Vaporizers:** 2 years

**CARESCAPE Gateway:** 1 year

**CARESCAPE Bridge:** 1 year

**Vscan Air and Vscan Air Vet Warranty:** 3 years with the exception of the battery and peripherals which are covered for 1 year. Warranty covers defective parts and components and includes: (i) a replacement unit, and (ii) phone support from 7am to 7pm Central Time, Monday-Friday, excluding GE HealthCare holidays. For an additional charge, GE HealthCare may provide additional battery and/or coverage for damage due to accidental dropping or mishandling

**Portrait VSM:** 2 years




# Attachment D

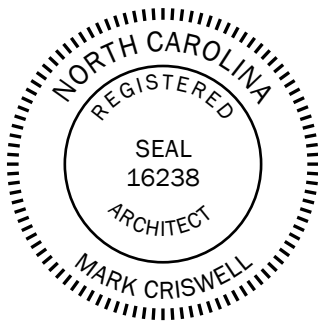
**PROPOSED TOTAL CAPITAL COST OF PROJECT**

**Project name:** AH Pineville Cardiac Catheterization Lab #2 Replacement  
**Provider/Company:** Atrium Health

(1) Purchase price of land	_____
(2) Closing costs	_____
(3) Site Preparation	_____
(4) Construction/Renovation Contract	\$2,212,000
(5) Landscaping	_____
(6) Architect/Engineering Fees	\$495,000
(7) Medical Equipment	\$2,841,966
(8) Non Medical Equipment	\$259,932
(9) Furniture	\$5,500
(10) Consultant Fees (CON Fees and Legal Fees)	_____
(11) Financing Costs	_____
(12) Interest During Construction	_____
(13) Other (IS, Security, Internal Allocation)	\$951,700
(14) <b>Total Capital Cost</b>	<b>\$6,766,098</b>

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

  
 \_\_\_\_\_  
 (Signature of Licensed Architect or Engineer) 22 October 2025  
DATE



Sales taxes have been included in these equipment costs. However, because Atrium Health is entitled to a sales tax refund under N.C. Gen. Stat. § 105-164.14(b) and 105-467, the sales tax that Atrium Health initially incurs for this medical equipment purchase will be refunded to Atrium Health and thus will reduce the capital costs that Atrium Health actually incurs for the equipment by \$206,305.

# Attachment E

# STATE OF NORTH CAROLINA

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

## **CERTIFICATE OF NEED**

for

**Project Identification Number #F-7979-07  
FID# 923352**

**ISSUED TO: Mercy Hospital, Inc. d/b/a Carolinas Medical Center – Pineville and  
Carolinas Medical Center - Mercy and The Charlotte-Mecklenburg Hospital  
Authority d/b/a Carolinas Medical Center – University and CS Center, LLC  
d/b/a Carolinas Surgery Center - Randolph**

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

**SCOPE: Expand CMC-Pineville by constructing an 8-story bed tower, renovating several hospital departments, and relocating 50 acute care beds from CMC-Mercy, 36 acute care beds from CMC-University, two operating rooms from Carolinas Surgery Center- Randolph, and two heart-lung bypass machines and two cardiac catheterization labs from CMC – Mercy. Upon completion of this project and Project I. D. #F-7313-05, CMC-Pineville shall have no more than 206 licensed acute care beds and 12 operating rooms/Mecklenburg County**

**CONDITIONS: See Reverse Side**

**PHYSICAL LOCATION: Carolinas Medical Center – Pineville  
10628 Park Road  
Pineville, NC 28210**

**MAXIMUM CAPITAL EXPENDITURE: \$174,000,000**

**TIMETABLE: See Reverse Side**

**FIRST PROGRESS REPORT DUE: September 1, 2008**

This certificate is effective as of the 2<sup>nd</sup> day of April, 2008.

*Lee B. Hoffman by CRSA*  
Chief, Certificate of Need Section  
Division of Health Service Regulation

## CONDITIONS:

1. Mercy Hospital, Inc. d/b/a Carolinas Medical Center-Pineville and Carolinas Medical Center-Mercy and The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center-University and CS Center, LLC d/b/a Carolinas Surgery Center-Randolph shall materially comply with all representations made in the certificate of need application, except as specifically amended by the conditions of approval.
2. Mercy Hospital, Inc., d/b/a Carolinas Medical Center-Pineville [CMC-Pineville] and the Carolinas Medical Center-Mercy [CMC-Mercy] and The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center – University [CMC-University] and CS Center, LLC d/b/a Carolinas Surgery Center – Randolph shall relocate no more than 36 acute care beds from CMC-University and 50 acute care beds from CMC-Mercy to increase the number of licensed acute care beds at CMC-Pineville to 206 upon completion of this project and Project I. D. #F-7313-05. CMC-University shall be licensed for no more than 94 acute care beds and CMC-Mercy shall be licensed for no more than 124 acute care beds, upon completion of this project and Project I. D. #F-7313-05.
3. Of the 86 acute care beds to be relocated to CMC-Pineville, six acute care beds shall be developed as labor-delivery-recovery-postpartum (LDRP) beds for a total of 34 LDRP beds, 20 acute care beds shall be developed as intensive care unit (ICU) beds for a total of 30 ICU beds, and 60 acute care beds shall be developed as medical/surgery beds for a total of 132 medical/surgical beds, in addition to the ten existing neonatal Level III beds.
4. Mercy Hospital, Inc., d/b/a Carolinas Medical Center-Pineville [CMC-Pineville] and Carolinas Medical Center-Mercy [CMC-Mercy] and The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center-University and CS Center, LLC d/b/a Carolinas Surgery Center-Randolph [CSC-Randolph] shall relocate no more than two existing operating rooms from CSC-Randolph to CMC-Pineville, for a total of nine shared operating rooms and three inpatient operating rooms, which includes two dedicated C-Section operating rooms, upon completion of this project and Project I., D. #F-7313-05. CSC-Randolph shall be licensed for no more than six operating rooms following completion of this project.
5. Mercy Hospital, Inc., d/b/a Carolinas Medical Center-Pineville [CMC-Pineville] and Carolinas Medical Center-Mercy [CMC-Mercy] and The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center-University and CS Center, LLC d/b/a Carolinas Surgery Center-Randolph [CSC-Randolph] shall convert the existing inpatient operating room to a shared operating room, for a

total of no more than 11 shared operating rooms at CMC-Mercy upon completion of this project and Project I. D. #F-7313-05.

6. Mercy Hospital, Inc., d/b/a Carolinas Medical Center-Pineville [CMC-Pineville] and Carolinas Medical Center-Mercy [CMC-Mercy] and The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center-University and CS Center, LLC d/b/a Carolinas Surgery Center-Randolph [CSC-Randolph] shall relocate no more than two existing units of cardiac catheterization equipment from CMC-Mercy to CMC-Pineville, for a total of three units of cardiac catheterization equipment at CMC-Pineville and one unit of cardiac catheterization equipment at CMC-Mercy.
7. Mercy Hospital, Inc., d/b/a Carolinas Medical Center-Pineville [CMC-Pineville] and Carolinas Medical Center-Mercy [CMC-Mercy] and The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center-University and CS Center, LLC d/b/a Carolinas Surgery Center-Randolph [CSC-Randolph] shall relocate no more than two existing heart-lung bypass machines from CMC-Mercy to CMC-Pineville. One of the two machines shall be used for emergency back-up only and in no instance shall both heart-lung bypass machines at CMC-Pineville be scheduled simultaneously. CMC-Mercy shall remove one existing heart-lung bypass machine from service, and terminate open heart surgery services on the CMC-Mercy campus following completion of the project.
8. Mercy Hospital, Inc., d/b/a Carolinas Medical Center-Pineville [CMC-Pineville] and Carolinas Medical Center-Mercy [CMC-Mercy] and The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center-University and CS Center, LLC d/b/a Carolinas Surgery Center-Randolph [CSC-Randolph] shall add no more than twenty-two unlicensed observation beds, of which ten beds shall be used for general observation for a total of 16 general observation beds, two shall be used for obstetrical observation, and ten shall be used in the clinical decision unit (CDU) in the emergency department. CMC-Pineville shall have a total of no more than 28 observation beds upon completion of this project and Project I. D. #F-7313-05.
9. Mercy Hospital, Inc., d/b/a Carolinas Medical Center-Pineville [CMC-Pineville] and Carolinas Medical Center-Mercy [CMC-Mercy] and The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center-University and CS Center, LLC d/b/a Carolinas Surgery Center-Randolph [CSC-Randolph] shall develop at CMC-Pineville no more than three acute dialysis units to be used for inpatients only.
10. Mercy Hospital, Inc., d/b/a Carolinas Medical Center-Pineville [CMC-Pineville] and Carolinas Medical Center-Mercy [CMC-Mercy] and The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center-University and CS Center, LLC d/b/a Carolinas Surgery Center-Randolph [CSC-Randolph] shall not acquire, as part of this project, any equipment that is not included in the

project's proposed capital expenditure in Section VIII of the application or that would otherwise require a certificate of need.

11. Mercy Hospital, Inc., d/b/a Carolinas Medical Center-Pineville and Carolinas Medical Center-Mercy and The Charlotte-Mecklenburg Hospital Authority d/b/a Carolinas Medical Center – University and CS Center, LLC d/b/a Carolinas Surgery Center – Randolph shall acknowledge acceptance of and agree to comply with all conditions stated herein to the Certificate of Need Section in writing prior to issuance of the certificate of need.

**TIMETABLE:**

50% Completion of construction -----	September 30, 2010
75% Completion of construction -----	August 2, 2011
Completion of construction -----	May 2, 2012
Occupancy/offering of service(s) -----	July 1, 2013

---

**equipment of a similar nature does the applicant own in other states?**

Not applicable. The proposed project does not involve the acquisition of major medical equipment as defined by NCGS 131E-176 (14o) or 16 (f1). The equipment list in Exhibit II-28 does include the purchase of three new cardiac catheterization labs and one gamma camera, each of which is valued at more than \$750,000. This equipment will be replacement of existing equipment (including replacing the two cardiac cath labs relocated from CMC-Mercy). By the completion date of the proposed project, normal wear and aging of the equipment listed will necessitate replacement.

- (b) List by name and location all similar medical equipment in North Carolina currently managed/operated by the company or person(s) that will be managing this facility.**

Not applicable. The proposed project does not involve the acquisition of major medical equipment as defined by NCGS 131E-176 (14o) or 16 (f1). The equipment list in Exhibit II-28 does include the purchase of three new cardiac catheterization labs and one gamma camera, each of which is valued at more than \$750,000. This equipment will be replacement of existing equipment (including replacing the two cardiac cath labs relocated from CMC-Mercy). By the completion date of the proposed project, normal wear and aging of the equipment listed will necessitate replacement.

- (c) Describe specific experience of the applicant in providing the proposed service(s).**

Not applicable. The proposed project does not involve the acquisition of major medical equipment as defined by NCGS 131E-176 (14o) or 16 (f1). The equipment list in Exhibit II-28 does include the purchase of three new cardiac catheterization labs and one gamma camera, each of which is valued at more than \$750,000. This equipment will be replacement of existing equipment (including

replacing the two cardiac cath labs relocated from CMC-Mercy). By the completion date of the proposed project, normal wear and aging of the equipment listed will necessitate replacement.

# Attachment F

# Allia™ IGS 7

For interventional cardiology

Meet your **trusted**  
assistant for image  
guided therapies



# Evolving minimally invasive therapies bring new challenges

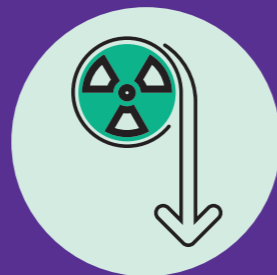
## Clinical & operational efficiency

Setting up the workspace and adjusting system settings to suit their preferences is complex and time-consuming for clinicians.



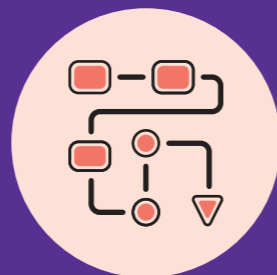
## Optimal image quality at the lowest possible dose

Cardiologists need to focus on the patient and the procedure, not on setting the parameters for optimal image quality and dose.



## More complex procedures

There is a lack of user-friendly advanced image guidance in daily practice to facilitate procedures and minimize radiation dose and contrast media.



Meet your **trusted assistant**  
for image guided therapies

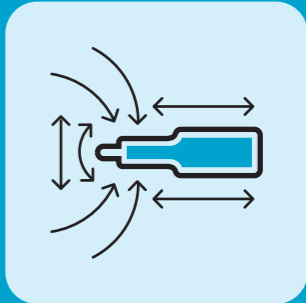
# Allia™ IGS 7



With Allia™ IGS 7, we're introducing  
**an assistant**, a new team member present  
when and where you need it.

**Wherever you are,  
the assistant works around you**

Adapts the mobile gantry to your clinical  
needs through a personalized workplace.



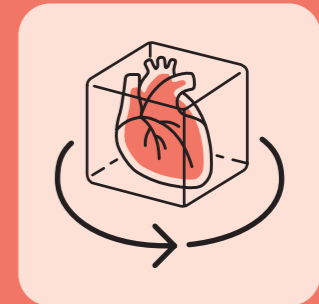
**Set your destination and  
navigate on autopilot**

Provides the right image at the right  
dose automatically.



**Augment your outcomes with  
Augmented reality**

Facilitates collision free procedures with  
wide bore C-arm & augmented image  
guidance in daily practice.



# Wherever you are, the assistant works around you

Full mobility to adapt to your clinical needs



## Allia\* enables full mobility in the workplace

- Precise and predictable laser-guided mobile robotic gantry
- Rail-free design for improved hygiene and optimal monitor placement whatever the working position
- Mobile gantry system fits in a 35 m<sup>2</sup> Lab



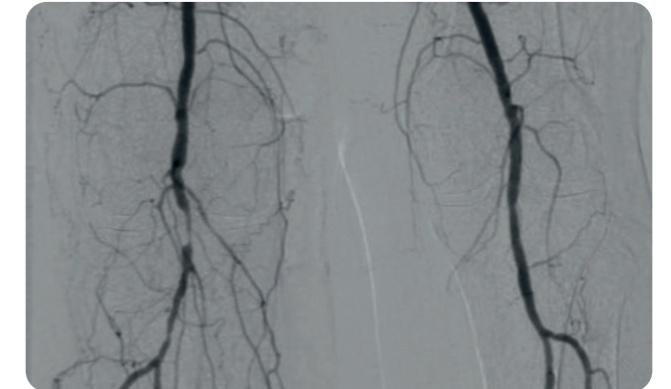
## Allia enables space & freedom around the patient

- Head to groin coverage with the gantry at the head thanks to unique offset C-arm
- Challenging steep angulations imaging<sup>1</sup> for coronary procedures
- Back-out trajectories and left and right customizable parking positions for excellent patient access



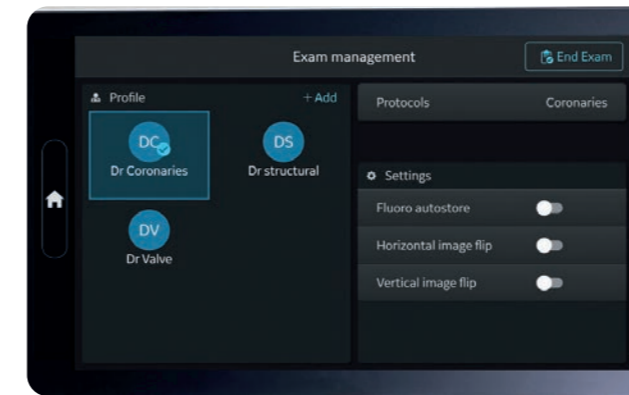
## Allia offers you the flexibility you need for peripheral procedures

- Up to 276 cm imaging coverage allowing head to toe imaging without moving the table
- Effortless table panning for a free-floating like experience, whatever the patient weight<sup>1</sup>
- Follow the contrast bolus in real time subtracted images with two legs coverage, using variable panning speed control with an easy workflow<sup>2</sup>



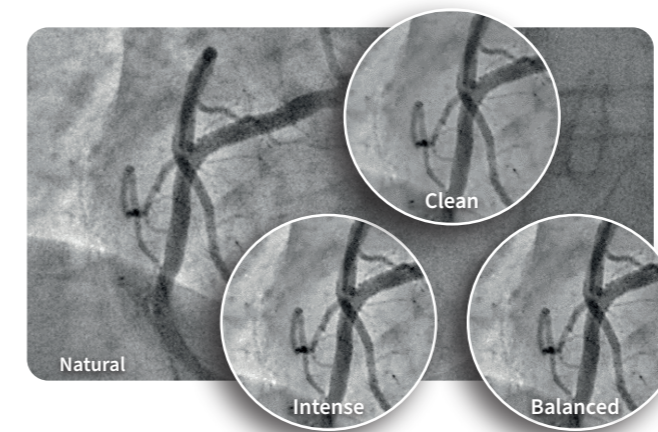
# Wherever you are, the assistant works around you

With a personalized workplace



## Allia personalizes your workplace to adapt to your clinical needs & preferences

- Work in full comfort and control with compact personalized user interfaces
- Your own profile tailored to your needs & preferences
- Up to 50 personalized user profiles



## Allia adapts to your image preferences

- With myIQ\*, choose at table side between four predefined image looks optimized for cardiology<sup>3</sup>
- Select in only one click your favorite image style without increasing the dose
- You are in control. Change the image look whenever you want without the intervention of a technician



## Allia provides personalized profiles tailored to your needs

- Customizable content and layout for 1-click access to essential functions, such as:
  - Acquisition parameters
  - Review controls
  - Augmented guidance tools
- Increased operating comfort with smartphone-like interactions on the Touch Panel
- Robotic gantry auto-positioning, always adapting to your clinical needs



## Allia provides commands at your fingertip wherever you are

- Compact and flexible UI at table side or on flexible arm support
- Direct access on detector for C-arm, table and detector motions
- IGS Control Center for ergonomic access from any position

# Set your destination and navigate on autopilot

With the image quality and dose you expect



## Allia provides the right image at the right dose automatically

- AutoRight the 1<sup>st</sup> AI-based, interventional image chain in the industry<sup>4,5</sup> trained on 6,000+ datasets
- Automatic adjustment of up to 7 parameters<sup>6</sup> in real time to optimize image quality and dose
- 2/3 of hardware and software renewed in the image chain

6P Control Device	GE HealthCare AutoRight	Other Manufacturers
kVp	✓	✓
mA	✓	✓
ms	✓	✓
Focal Spot	✓	FIXED
Spectral Filter	✓	FIXED
Detector Dose	✓	FIXED
	Variable	

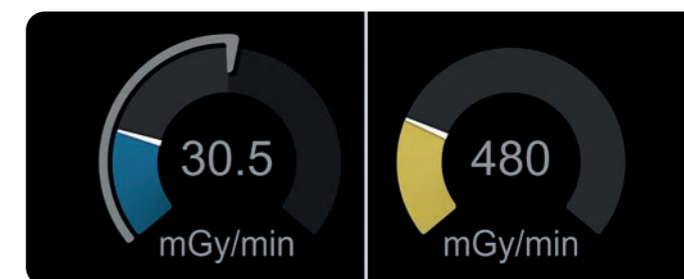
## Allia provides an intuitive cockpit to manage your image quality

- Interactive control of the IQ/dose trade-off with AutoRight cockpit<sup>4</sup>
- One touch access to the full image quality range within any protocol<sup>7</sup>



## Allia provides an intuitive cockpit for dose awareness and control

- Graphical color-coded display of real-time dose rate for immediate visual feedback
- Dose limiter function for additional one-touch control of maximal fluoroscopic dose rate limit



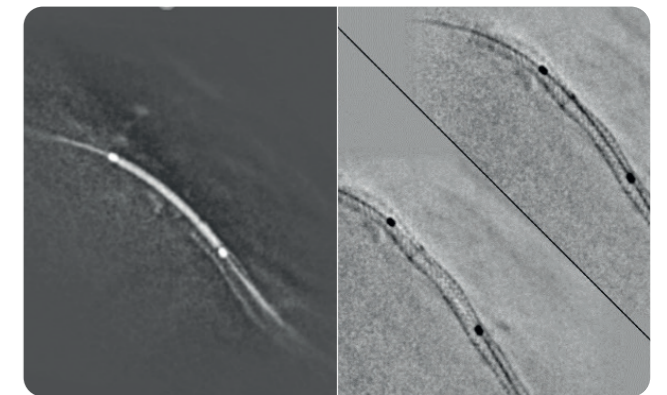
# Augment your outcomes with Augmented Reality

Simplified workflows to adopt advanced imaging



## Allia helps you power up your PCI decision making with PCI ASSIST<sup>8</sup>

- Intuitive planning tools for assessing the lesion to select the most appropriate stent<sup>9</sup>
- Quick and accurate visualization of the two stents to get the optimal overlap
- Clear assessment of the deployment, the apposition and the overlap



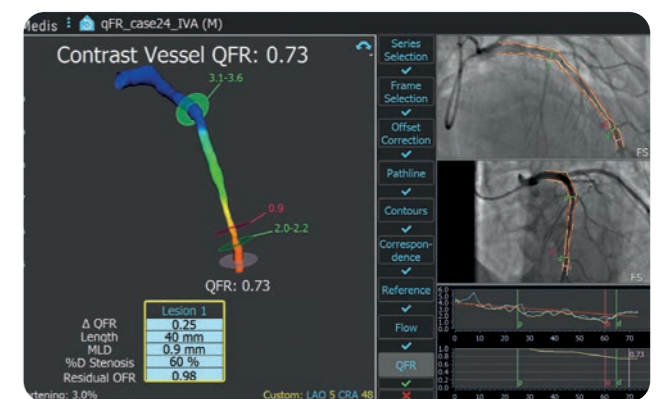
## Allia gives you access to hemodynamics and intra-vascular imaging

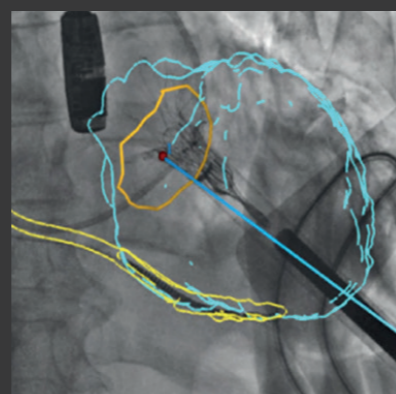
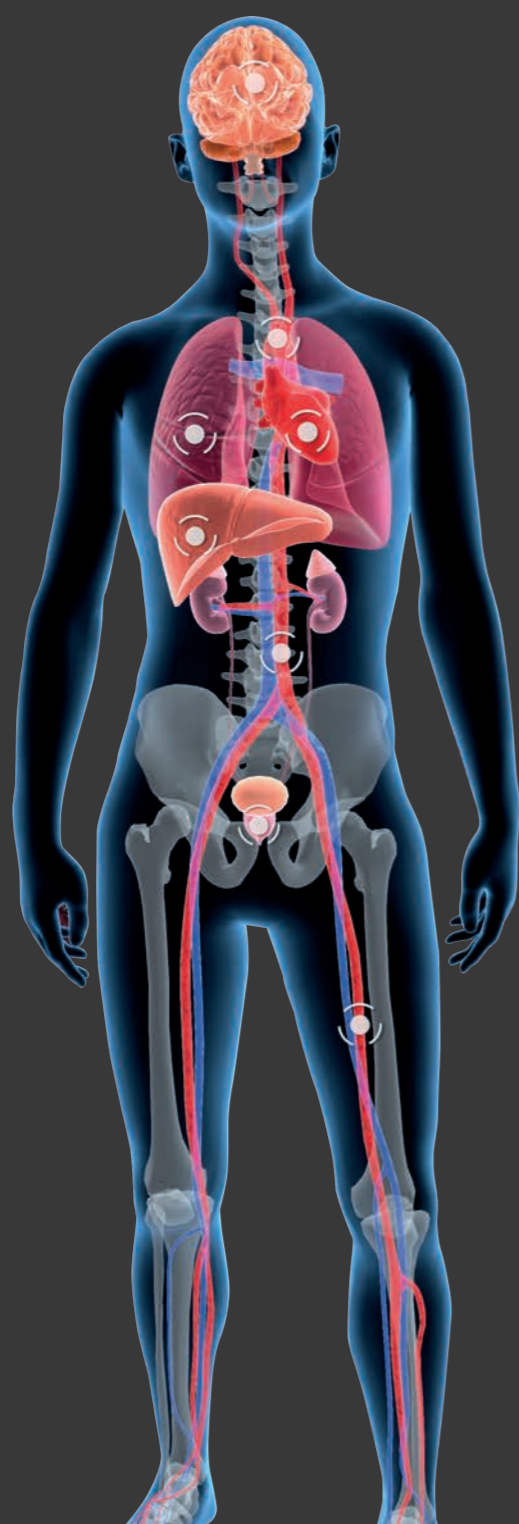
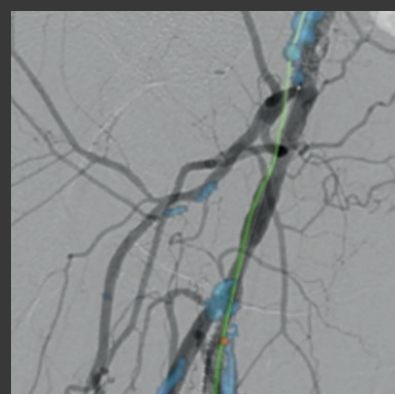
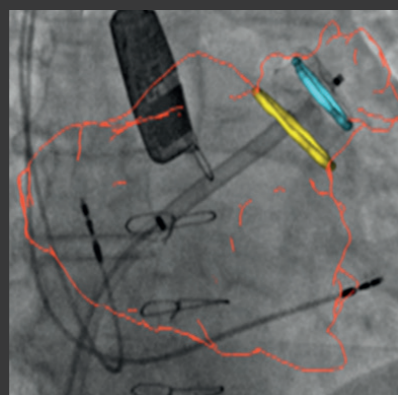
- Benefit from the natural connectivity between Allia and Mac-Lab<sup>™</sup> to control your hemodynamic recording system from table side touch panel
- Mac-Lab FFR option takes the place of a separate FFR analyzer and makes FFR just another measurement
- Open architecture mode to enable you to connect other imaging sources such as OCT and IVUS



## Allia offers you an exclusive integration of QFR<sup>®</sup> for a seamless workflow

- QFR<sup>®</sup> from Medis is a non-invasive, image-based tool that can accurately and rapidly compute FFR, without the need for a pressure wire, nor hyperemic drug
- Exclusive integration of Allia and QFR software provides an optimized workflow





# Augment your outcomes with Augmented Reality

Simplified workflows to adopt advanced imaging

## Allia brings ASSIST solutions<sup>10</sup> to your fingertips

- Intuitive planning tools for structural heart procedures
- Calcification Enhancement to improve visualization of moving contrasted structures
- Automatic overlay of planning information over fluoroscopy during the procedure



## Allia helps improve your outcomes<sup>11</sup>

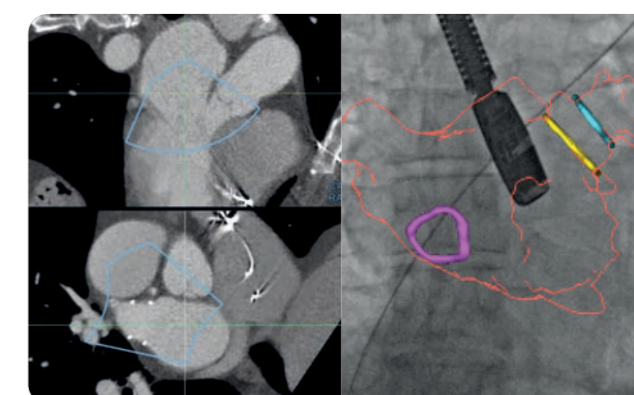
Thanks to augmented imaging, you can improve patient outcomes:

- **-33%** volume of contrast media<sup>12</sup> and **-33%** X-ray dose<sup>13</sup> in TAVI procedures
- **-78%** volume of contrast media, **-28%** procedure time and **-25%** fluoroscopy time in LAAC procedures<sup>14</sup>



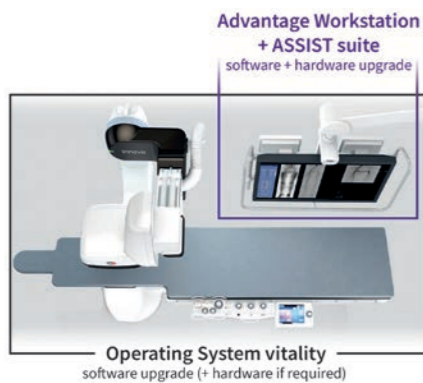
## Allia helps you guide structural heart procedures with multimodality fusion

- INTERACT View-X<sup>15</sup> enables the display of CT/X-Ray images on Echo screen, to enhance communication within the heart team
- INTERACT Structural Heart<sup>16</sup> enabling to use the best from each image at every moment of the procedure for best decision
- You can import 3mensio<sup>17</sup> planning landmarks to guide your complex structural procedures



# Optimize your investment

With innovative services



## Keep your clinical and operational capabilities updated with Continuity™

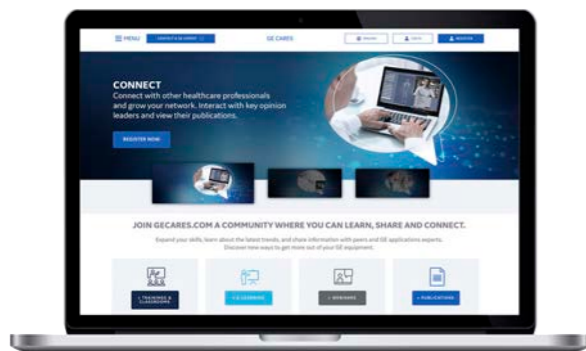
- Your investment kept up to date over the lifecycle
- Life of your interventional system extended
- Regular security updates provided to your operating system

## Convert unplanned downtime into planned downtime thanks to OnWatch

- Likelihood of failures of your system limited thanks to OnWatch<sup>18</sup> parameters monitoring
- Efficiency maximized by helping to ensure that your system is fully functional when you need it
- Costs associated with downtime reduced to minimum

## Optimize your performance with continuous and customizable clinical application training

- 350 accredited education programs<sup>19</sup> available at customer/GE HealthCare site and remotely
- GE Cares Community membership to increase your professional skills
- Join the community at [www.gecares.com](http://www.gecares.com)





**Augment imaging.  
Enhance experience.  
Improve outcomes.**

## References

Allia refers to Allia IGS 7

\* The feature cannot be placed on the market or put into service until it has been made to comply with the requirements for CE marking.

1. Based on the results of a survey with GE HealthCare Employees. The test was performed with 2 different load 40 kg (P5 woman weight) and 100 kg (P95 man weight). ref : Pheasant S., et al. : Body space. Anthropometry, ergonomics & the design of work. Third edition. Taylor & Francis, London / CRC Press, 2006.
2. Optional feature on Allia IGS 7.
3. Not applicable with SV/SVV applications.
4. AutoRight refers to intelligent image chain features of GE HealthCare's Interventional x-ray systems, from image acquisition to image processing and display, available on Allia IGS 7 and Allia IGS 7 OR. May not be available in all markets.
5. Based on competitive research, among major players in interventional imaging.
6. One of the parameters is InnovaSense, an option applicable to Allia IGS 7 (IGS 730 configuration).
7. With IntelliQ auto-exposure preference.
8. PCI ASSIST solution includes StentViz and StentVesselViz, features of Allia.
9. By using One-touch QA, an option sold separately.
10. ASSIST solutions are composed of multiple medical devices. For more information, please refer to GE HealthCare's web site. [www.gehealthcare.com/assist](http://www.gehealthcare.com/assist).
11. Outcomes will vary depending on the system, settings, clinical task, patient size, anatomical location, clinical practice and ASSIST solutions.
12. Shafiq, et al. Effect of a new enhanced fluoroscopy technology (Valve ASSIST 2) on outcomes in patients undergoing trans-catheter aortic valvular replacement. TCT 2017; Abstract.
13. Overtchouk, et al. Advanced image processing with fusion and calcification enhancement in transcatheter aortic valve implantation: impact on radiation exposure. Interactive CardioVascular and Thoracic Surgery (2018) 1–8. doi:10.1093/icvts/ivy136.
14. Roy, et al. Novel Integrated 3D Multi-Detector Computed Tomography and Fluoroscopy Fusion for Left Atrial Appendage Occlusion Procedures. Catheter Cardiovasc Interv2017;Mar 17, DOI:10.1002/ccd.26998.

15. INTERACT ViewX is a connection kit to display Interventional images on the GE HealthCare Ultrasound system display. Requires Vivid E95 systems or Vivid S70N systems sold separately. Requires Interventional X-ray systems Allia IGS 7 or Allia IGS 7 OR. Not all products are available in all countries. For more information about products and services that are available in your country, please contact your GE HealthCare sales representative.
16. INTERACT Structural Heart solution includes Valve ASSIST 2 and Vivid™ CT-Fusion.
17. 3mensio is a product line of Pie Medical imaging corporation.
18. OnWatch is an optional feature, not available in all countries and sold separately.
19. These results may not be typical for all customers and are not guaranteed. This statistic is derived from GE HealthCare Internal Data. 42 education programs were performed in Interventional Imaging.

## About GE HealthCare Technologies Inc.

GE HealthCare is a leading global medical technology, pharmaceutical diagnostics, and digital solutions innovator, dedicated to providing integrated solutions, services, and data analytics to make hospitals more efficient, clinicians more effective, therapies more precise, and patients healthier and happier. Serving patients and providers for more than 125 years, GE HealthCare is advancing personalized, connected, and compassionate care, while simplifying the patient's journey across the care pathway. Together our Imaging, Ultrasound, Patient Care Solutions, and Pharmaceutical Diagnostics businesses help improve patient care from diagnosis, to therapy, to monitoring. We are a \$19.6 billion business with approximately 51,000 colleagues working to create a world where healthcare has no limits.

Follow us on LinkedIn, X (formerly Twitter), and Insights for the latest news, or visit our website <https://www.gehealthcare.com/> for more information.



GE HealthCare

Product may not be available on all markets. Refer to your sales representatives for more information.  
Allia IGS 7 and products mentioned in this material cannot be marketed in countries where market authorization is required and not yet obtained. Refer to your sales representative.

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Allia IGS 7 and AutoRight are trademarks of GE HealthCare.  
JB28877XX

# Attachment G

**EQUIPMENT COMPARISON – AH Pineville Cardiac Catheterization Lab #2 Replacement**

	<b>EXISTING EQUIPMENT</b>	<b>REPLACEMENT EQUIPMENT</b>
Type (e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotripter, MRI, PET, Simulator, CT Scanner, etc.)	Cardiac Catheterization Equipment	Cardiac Catheterization Equipment
Manufacturer	GE	GE
Model name/number	Innova 2100	Allia IGS 7
Other method of identifying the equipment (e.g., Serial Number, VIN #)	704355p2100	Not Available Until Installed
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	2011	2025
Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?	New	New
Total projected capital cost of the project	Not available due to system transition	\$6,766,098
Total cost of the equipment	Not available due to system transition	\$913,436
Location of the equipment	AH Pineville Room #1102	AH Pineville Room #1102
Document that the existing equipment is currently in use	Existing equipment performed 1,886 cases from Oct 2024 to Sept 2025	N/A
Will the replacement equipment result in any increase in the <b>average charge per procedure</b> ?	N/A	No
If so, provide the increase as a percent of the current average charge per procedure	N/A	N/A
Will the replacement equipment result in any increase in the <b>average operating expense per procedure</b> ?	N/A	No
If so, provide the increase as a percent of the current average operating expense per procedure	N/A	N/A
Type of procedures performed on the existing equipment	Invasive Cardiology Procedures (cardiac catheterization, EP, etc.)	N/A
Type of procedures the replacement equipment will perform	N/A	Invasive Cardiology Procedures (cardiac catheterization, EP, etc.)

**From:** [Huber, Brigid K](#)  
**To:** [Stancil, Tiffany C](#); [Moore, Chalice L](#)  
**Subject:** [External] Exemption Request for The Charlotte-Mecklenburg Hospital Authority d/b/a Atrium Health Pineville  
**Date:** Wednesday, October 29, 2025 11:52:00 AM  
**Attachments:** [2025 CMHA dba AH Pineville Exemption Request to Replace Cath Lab #2.pdf](#)

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Good morning,

I hope this email finds you both well! Please find attached an exemption request submitted by The Charlotte-Mecklenburg Hospital Authority (“CMHA”) d/b/a Atrium Health Pineville to replace existing cardiac catheterization equipment.

Thank you, and please let me know if you have any questions.

Best,

Brigid

**Brigid Knoll Huber, MHA, ATC**

*Core Market Growth Business Development*

Mobile: 724-986-6214

**Atrium Health**

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