Certificate of Need Program

EQUIPMENT REPLACEMENT APPLICATION

Applicant's Completeness Checklist and Table of Contents

Project Name: Northeast Regional Medical Center Project No: 6126 HT

Project Description: Replace Linear Accelerator

Done	Page	N/A	Description
			Divider I. Application Summary:
✓	3		1. Applicant Identification and Certification (Form MO 580-1861)
✓	3		2. Representative Registration (From MO 580-1869)
✓	3		3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.
			Divider II. Proposal Description:
✓	57		1. Provide a complete detailed project description, CON project number of the existing equipment (if prev. CON approved), and include the type/brand of both the existing equipment and the replacement equipment.
✓	57		2. Provide a listing with itemized costs of the medical equipment to be acquired and bid quotes.
✓	57		3. Provide a timeline of events for the project, from CON issuance through project completion.
			Divider III. Service Specific Criteria and Standards:
✓	59		1. Describe the financial rationale for the proposed replacement equipment.
✓	59		2. Document if the existing equipment has exceeded its useful life.
✓	59		3. Describe the effect the replacement unit would have on quality of care.
✓	59		4. Document if the existing equipment is in constant need of repair.
✓	59		5. Document if the lease on the current unit has expired.
✓	59		6. Describe the technological advances provided by the new unit.
✓	60		7. Describe how patient satisfaction would be improved.
✓	60		8. Describe how patient outcomes would be improved.
✓	60		9. Describe what impact the new unit would have on utilization.
✓	60		10. Describe any new capabilities that the new unit would provide.
✓	60		11. By what percent will this replacement increase patient charges.

(If replacement equipment was not previously approved, also complete Divider IV below.)

			Divider IV. Financial Feasibility Review Criteria and Standards:
✓	64		1. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.
✓	64		2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) **FULL** years beyond project completion.
✓	64		3. Document how patient charges are derived.
✓	64		4. Document responsiveness to the needs of the medically indigent.

EXPEDITED CERTIFICATE OF NEED APPLICATION

NORTHEAST REGIONAL MEDICAL CENTER – REPLACE LINEAR ACCELERATOR

PROJECT # 6126 HT

DESCRIPTION

Request to Replace Linear Accelerator in the Outpatient Oncology Clinic located at 603 W. Pierce St., Kirksville, MO 63501

DIVIDER I. APPLICATION SUMMARY

DIVIDER I. APPLICATION SUMMARY:

Application Summary shall include the completed forms in the following order:

1. Applicant Identification and Certification (Form MO 580-1861).

ANSWER: Attached as **Exhibit 1** is the Applicant Identification and Certification form.

2. Representative Registration (Form MO 580-1869).

ANSWER: Attached as **Exhibit 2** are Representative Registration forms.

3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.

ANSWER: Attached as **Exhibit 3** are the Proposed Project Budget, the detail sheet, and documentation from Pierce Design 1 and Varian, which include estimates for project completion.

DIVIDER I. ATTACHMENTS

Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

*The information provided must match the **Letter of Intent** for this project, without exception.*

1. Project Location *(Attach additional pages as necessary to identify multiple project sites.)*

Title of Proposed Project	Project Number
Northeast Regional Medical Center - Replace Linear Accelerator	6126 HT
Project Address *(Street/City/State/Zip Code)*	**County**
603 W. Pierce St., Kirksville, MO 63501	Adair

2. Applicant Identification *(Information must agree with previously submitted Letter of Intent.)*

List All Owner(s): *(List corporate entity.)*	Address (Street/City/State/Zip Code)	Telephone Number
CHSPC, LLC	4000 Meridian Blvd., Franklin, TN 37067	(615) 465-7000

List All Operator(s): *(List entity to be licensed or certified.)*	Address (Street/City/State/Zip Code)	Telephone Number
Northeast Regional Medical Center	315 S. Osteopathy Ave., Kirksville, MO 63501	(660) 785-1000

3. Ownership *(Check applicable category.)*

☐ Nonprofit Corporation ☐ Individual ☐ City ☐ District

☐ Partnership ☑ Corporation ☐ County ☐ Other_____

4. Certification

In submitting this project application, the applicant understands that:

(A) The review will be made as to the community need for the proposed beds or equipment in this application;
(B) In determining community need, the Missouri Health Facilities Review Committee (Committee) will consider all similar beds or equipment within the service area;
(C) The issuance of a Certificate of Need (CON) by the Committee depends on conformance with its Rules and CON statute;
(D) A CON shall be subject to forfeiture for failure to incur an expenditure on any approved project six (6) months after the date of issuance, unless obligated or extended by the Committee for an additional six (6) months:
(E) Notification will be provided to the CON Program staff if and when the project is abandoned; and
(F) A CON, if issued, may not be transferred, relocated, or modified except with the consent of the Committee.

We certify the information and date in this application as accurate to the best of our knowledge and belief by our representative's signature below:

5. Authorized Contact Person *(Attach a Contact Person Correction Form if different from the Letter of Intent.)*

Name of Contact Person		Title
Emily Solum		Partner
Telephone Number	**Fax Number**	**E-mail Address**
(573) 761-1120	(573) 634-7854	emily.solum@huschblackwell.com
Signature of Contact Person		**Date of Signature**
		July 1, 2024

MO 580-1861 (03/13)

Certificate of Need Program

REPRESENTATIVE REGISTRATION

*(A registration form must be completed for **each** project presented.)*

Project Name	Number
Northeast Regional Medical Center - Replace Linear Accelerator	6126 HT

(Please type or print legibly.)

Name of Representative	Title
Emily Solum	Partner

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
Husch Blackwell LLP	(573) 761-1120

Address (Street/City/State/Zip Code)

630 Bolivar Street, Suite 300, Jefferson City, MO 65101

Who's interests are being represented?
(If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented	Telephone Number
CHSPC, LLC / Northeast Regional Medical Center	(660) 785-1000

Address (Street/City/State/Zip Code)

4000 Meridian Blvd, Franklin, TN 37067

Check one. Do you:

- ☑ Support
- ☐ Oppose
- ☐ Neutral

Relationship to Project:

- ☐ None
- ☐ Employee
- ☑ Legal Counsel
- ☐ Consultant
- ☐ Lobbyist
- ☐ Other (explain):

Other Information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: *Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in § 105.478, RSMo.*

Original Signature	Date
	07/01/2024

MO 580-1869 (11/01)

Certificate of Need Program

REPRESENTATIVE REGISTRATION

*(A registration form must be completed for **each** project presented.)*

Project Name	Number
Northeast Regional Medical Center - Replace Linear Accelerator	6126 HT

(Please type or print legibly.)

Name of Representative	Title
Katey Hinz	Attorney

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
Husch Blackwell LLP	(573) 761-1146

Address (Street/City/State/Zip Code)

630 Bolivar Street, Suite 300, Jefferson City, MO 65101

Who's interests are being represented?
(If more than one, submit a separate Representative Registration Form for each.)

Name of Individual/Agency/Corporation/Organization being Represented	Telephone Number
CHSPC, LLC / Northeast Regional Medical Center	(660) 785-1000

Address (Street/City/State/Zip Code)

4000 Meridian Blvd, Franklin, TN 37067

Check one. Do you:

- ☑ Support
- ☐ Oppose
- ☐ Neutral

Relationship to Project:

- ☐ None
- ☐ Employee
- ☑ Legal Counsel
- ☐ Consultant
- ☐ Lobbyist
- ☐ Other (explain):

Other Information:

I attest that to the best of my belief and knowledge the testimony and information presented by me is truthful, represents factual information, and is in compliance with §197.326.1 RSMo which says: *Any person who is paid either as part of his normal employment or as a lobbyist to support or oppose any project before the health facilities review committee shall register as a lobbyist pursuant to chapter 105 RSMo, and shall also register with the staff of the health facilities review committee for every project in which such person has an interest and indicate whether such person supports or opposes the named project. The registration shall also include the names and addresses of any person, firm, corporation or association that the person registering represents in relation to the named project. Any person violating the provisions of this subsection shall be subject to the penalties specified in §105.478, RSMo.*

Original Signature	Date
	07/01/2024

MO 580-1869 (11/01)

Certificate of Need Program

PROPOSED PROJECT BUDGET

Description	Dollars
COSTS:*	*(Fill in every line, even if the amount is "$0".)*
1. New Construction Costs ***	$414,000
2. Renovation Costs ***	$465,850
3. Subtotal Construction Costs (#1 plus #2)	$879,850
4. Architectural/Engineering Fees	$100,000
5. Other Equipment (not in construction contract)	$0
6. Major Medical Equipment	$3,888,844
7. Land Acquisition Costs ***	$0
8. Consultants' Fees/Legal Fees ***	$0
9. Interest During Construction (net of interest earned) ***	$0
10. Other Costs ***	$0
11. Subtotal Non-Construction Costs (sum of #4 through #10	$3,988,844
12. Total Project Development Costs (#3 plus #11)	$4,868,694 **
FINANCING:	
13. Unrestricted Funds	$4,868,694
14. Bonds	$0
15. Loans	$0
16. Other Methods (specify)	$0
17. Total Project Financing (sum of #13 through #16)	$4,868,694 **
18. New Construction Total Square Footage	690
19. New Construction Costs Per Square Foot *****	$600
20. Renovated Space Total Square Footage	847
21. Renovated Space Costs Per Square Foot ******	$550

* *Attach additional page(s) detailing how each line item was determined, including all methods and assumptions used. Provide documentation of all major costs.*

** *These amounts should be the same.*

*** *Capitalizable items to be recognized as capital expenditures after project completion.*

**** *Include as Other Costs the following: other costs of financing; the value of existing lands, buildings and equipment not previously used for health care services, such as a renovated house converted to residential care, determined by original cost, fair market value, or appraised value; or the fair market value of any leased equipment or building, or the cost of beds to be purchased.*

***** *Divide new construction costs by total new construction square footage.*

****** *Divide renovation costs by total renovation square footage.*

Budget Detail Sheet
Attachment to MO 580-1863

1. New construction costs were determined using an estimate from the architect, Pierce Design 1.

2. Renovation costs were determined using an estimate from the architect, Pierce Design 1.

4. Architecture and engineering fees were determined using an estimate from the architect, Pierce Design 1.

6. Major Medical Equipment costs were determined using an estimate from Varian, a medical technology company specializing in cancer care technologies.

PIERCE design·1 architecture • 26011 NE Colbern Rd. • Lee's Summit, MO 64086 • ph:816-520-0529 • www.piercedesign1.com

July 9, 2024

Patrick Avila, CEO
Northeast Regional Medical Center
315 S. Osteopathy
Kirksville, MO 63501

RE: **Probable Cost Projections**
George Rea Cancer Center Building - linear accelerator installation
603 W. Pierce St., Kirksville, MO

Greetings Patrick,

This letter is to inform you of the probable cost projections for the work required to install a new linear accelerator in the existing vault and necessary renovations and new construction to accommodate the activities associated with this type of patient treatment.

COST PROJECTION

- Renovation…….. $465,850
- New construction……. $414,000.
- **Total cost projection….$879,850**

The above cost projections are based on the current scope of the project and today's construction costs. Variations in scope and construction dates may have an effect on the actual construction costs.

Architectural and engineering fees will be in addition to the above projected construction costs. Fees for architectural, MEP engineering, structural engineering and civil engineering is anticipated to be $100,000.

Sincerely,
Pierce **Design 1**

Don Pierce
President

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TrueBeam_HyperSight_ARIA_Eclipse

Quotation Number - 2024-465075

Looking further

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Northeast Regional Medical Center ("Customer")

315 S OSTEOPATHY AVE
KIRKSVILLE Missouri 63501-6401 United States
Tel : 660-785-1100
Email : patrick_avila@chs.net

VMS Inc, Oncology Systems

Jill Skocelas
District Sales Manager- Central Region
Work From Home
Schiller Park , MI 99999 United States of America
Tel : 2312506867
Email : jill.skocelas@varian.com

*** Confidential - Proposal is intended for Recipient and Recipient's Site Representatives Only ***

Quote Information

Quotation Number : 2024-465075	Quotation Date : May 17, 2024	Quotation Valid Until : October 25, 2024
Customer Requested Delivery Date : May 23, 2025		
Customer Procurement Contact Name : PATRICK AVILA		
Billing Plan	See Quote billing plan Summary on the following pages which is incorporated by reference	

Sales

Incoterms : DPU Site Insured	Payment Terms : 30 days net
Sales PO Required : No	

Quotation Total

Quotation Total : US $3,888,844.00

Terms and Conditions

Products and Services: Customer's access to and use of the Products, Support Services and Services (except Software-as-a-Service or Subscription Services) as indicated in this Quotation are subject to and governed by: (a) the Varian Terms and Conditions of Sale (Form RAD 1652) at: https://varian.com/RAD1652V_US_EN_MAR_2024 and (b) any Schedules, Exhibits and/or additional terms (including third party terms) contained, attached, referenced or otherwise indicated in this Quotation. All terms and conditions provided in the website link listed in item (a) above are incorporated by reference and form part of the contract between Varian and Customer.
If there is a separate written agreement (e.g. master agreement) in effect between the parties that expressly provides for and governs the purchase and sale of the specific Products, Support Services, Services, Software-as-a-Service and/or Subscription Service set forth in this Quotation, such written agreement shall govern. Hard copies of the referenced terms and conditions and any additional terms indicated will be provided to Customer upon request.

For and on behalf of Customer

Authorized Representative :

Title :

Date :

For and on behalf of Varian Medical Systems

Authorized Representative :

Title :

Date :

Billing Summary

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Sales Summary	
Value	Billing
30.00%	On Down Payment
60.00%	On Shipment
10.00%	On Acceptance
For orders equal or less than $100k, 100% upon shipment, net 30.	

Quotation Summary

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Offered Products (Sales)

TrueBeam	Included
ARIA Radiation Oncology	Included
TPS Eclipse	Included
Enterprise Solutions	Included
Advantage Credits	Included
Interoperability	Included
Commissioning	Included

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Item	Description	
1.0	TrueBeam	

1.1	**TrueBeam Base System 120 MLC**
	
	Treatment delivery system includes 120 leaf MLC with dual independent jaws, enhanced dynamic wedge, 6 MV X-ray treatment energy, 43 cm x 43 cm MV imager for radiographic, cine, and integrated imaging, Motion View CCTV camera system, treatment console with integrated audio and video systems, back pointer lasers, front pointer set, upper port film graticule to support basic quality assurance, and drum phantom for Machine Performance Check (MPC).
	Features:
	• Basic X-Ray treatment delivery technique package, including Static Photon, Photon Arc, and Dynamic Conformal Arc treatment delivery techniques
	• Intensity Modulated Radiotherapy (IMRT) treatment technique, including large field IMRT
	• Total Body Treatment technique package
	• 2D MV Radiographic and Cine Image Acquisition, 2D/2D Radiographic Image Review and match, Cine image review
	• Relative Portal Dosimetry Image and Integrated Image Acquisition
	• Matching of 2D radiographs to 3D reference images
	• Online addition of kV and MV imaging protocols to treatment fields, with automated generation of reference images
	• Online Physician Approval of Images at Treatment Console (compatible with ARIA only)
	• Automated Machine Performance Check Testing, Online Machine Performance Check Review
	• Offline Machine Performance Check Review
	• Image only sessions
	• Unplanned Treatment Mode up to 5 fractions
	• Fraction number displayed on in-room monitor
	• Match environment layout for 2D/2D and 2D/3D layouts default to the 2-panel
	• Custom DRR templates that are created in Eclipse will be available on the TrueBeam Platform
	• Online access to a marketing kit that contains a broad range of advertising, educational, promotional, and public relations materials targeted to referring physicians, patients, and the media
	• Electronic Dynamic Wedges (EDW)
	• Large field IMRT
	Prerequisites:
	• ARIA oncology information system for radiation oncology v15.1 through v17.0, or ARIA OIS v18.0 or higher, or compatible third-party oncology information system
	• Eclipse treatment planning system v15.1 or higher, or compatible third-party treatment planning system
	• If third-party OIS:
	  • Authentication Server for third-party OIS (Hardware and Software) or
	  • Authentication Server for third-party OIS (Software only)
	Customer Responsibilities:
	• Verify compatibility with third-party oncology information systems if applicable
	• Verify compatibility with third-party treatment planning systems if applicable
	• If using a scale other than IEC 60601 or IEC 61217 in the rest of the department, it may be necessary to change scales on all other machines. This may require additional purchases.
	Notes:
	• Multiple patient name in Japan market is applicable for Kanji, Kana and Romaji characters to identify the patient
		1

1.2	**TrueBeam v4.1**	1
1.3	**New Universal Baseframe 52" Fixed Floor**	1
1.4	**10/10 MV (BJR 11/17)** 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min.	1
1.5	**6/6 MV (BJR 11/17)** 40 cm x 40 cm maximum field size, dose rate range 0-600 MU/Min.	1
1.6	**16 MeV, 0-1000 MU/Min** 25 cm x 25 cm maximum field size, dose rate range 0-1000 MU/Min.	1

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Item	Description	
1.7	**12 MeV, 0-1000 MU/Min** 25 cm x 25 cm maximum field size, dose rate range 0-1000 MU/Min.	1
1.8	**9 MeV, 0-1000 MU/Min** 25 cm x 25 cm maximum field size, dose rate range 0-1000 MU/Min.	1
1.9	**6 MeV, 0-1000 MU/Min** 25 cm x 25 cm maximum field size, dose rate range 0-1000 MU/Min.	1
1.10	**IGRT Couch Top** Image Guided RadioTherapy (IGRT) carbon fiber treatment couch top, free of metal or other radiation-opaque materials. **Features:** • Indexed Immobilization® for compatible accessories • Couch top interface for mounting patient immobilization and quality assurance devices at the head of the couch • Lock bar for indexed positioning of equipment or immobilization devices on the couch top • Handrail for couch positioning, with hooks for temporary pendant placement during patient set up	1
1.11	**PerfectPitch 6DoF Couch** The PerfectPitchTM 6-Degrees of Freedom couch system **Features:** • Image-based 6DoF patient positioning **Prerequisites:** • TrueBeam® v2.5 MR2 or higher • ARIA® oncology information system v11.1 MR1 (11.0.55) and ARIA radiation therapy management v11 MR3 (11.0.47) or higher or compatible third-party oncology information system **Customer Responsibilities:** • Verify compatibly of third-party oncology information system	1
1.12	**6X High Intensity Mode** 40 cm x 40 cm maximum field size, dose rate range 400-1400 MU/Min in 200 MU/min steps.	1
1.13	**Low-X Imaging Energy** Low-X imaging energy configuration, providing high soft tissue contrast when imaging in-line with the treatment beam.	1
1.14	**RapidArc Treatment Delivery** RapidArc® Treatment Delivery is a volumetric modulated arc treatment delivery technique. **Features:** • Simultaneous modulation of MLC aperture shape, beam dose rate, and gantry angle and rotation speed during beam delivery • Supports dynamic jaw tracking and collimator rotation with supporting treatment planning system **Prerequisites:** • 120 Multi Leaf Collimator or HD120™ Multi Leaf Collimator • Eclipse™ treatment planning system v11.0 or higher • RapidArc treatment planning license • Compatible server hardware and operating system. For detailed specifications, visit: www.varian.com/hardwarespecs	1
1.15	**kV Imaging System** kV Imaging system, providing 2D radiographic and fluoroscopic and 3D CBCT imaging capability **Features:** • kV CBCT image acquisition, review, and match to 3D reference image	1

Item	Description	
	• Radiographic image acquisition, with 2D/2D and 2D/3D image matching to reference image • Fluoroscopic image acquisition, with structure overlay on fluoroscopic images. • kV CBCT image acquisition with a long field of view, provided by merging multiple indexed CBCT images online. **Prerequisites:** • ARIA oncology information system for radiation oncology v15.1 through v17.0, or ARIA OIS v18.0 or higher, or compatible third-party oncology information system • TrueBeam Platform v3.0 or higher **Customer Responsibilities:** • Verify compatibility with third-party oncology information systems if applicable	

1.16	**Respiratory Gating System**
	
	Basic Respiratory Motion Management System support monoscopic optical imaging system for monitoring patient respiratory motion and 3D patient position.
	Features:
	• Monoscopic optical imager
	• Licenses include:
	  • Respiratory Gating
	  • Dynamic MV Imaging
	  • Dynamic kV Imaging
	  • Residual Motion Display
	Prerequisites:
	• TrueBeam® or VitalBeam™ v2.7 or higher
		1

1.17	**Gated CBCT**
	
	Gated Cone-Beam Computed Tomography (CBCT) provides the ability to acquire CBCT images synchronized with patient respiration (free-breathing or breath hold).
	Features:
	• Gated CBCT Imaging License
	• Short Arc CBCT Imaging License: CBCT image acquisition using a 120-150-degree arc, image review, and image match to respiratory gated reference image. Short arc CBCT can be used for single breath hold CBCT data acquisition.
	Prerequisites:
	• TrueBeam®, VitalBeam, or Edge v2.7 or higher
	• One of the following:
	  • Advanced Respiratory Motion Management System
	  • Basic Respiratory Motion Management System
	• kV Imaging System
		1

1.18	**Accelerated 4D CBCT Reconstruction** License and hardware package for 4D CBCT accelerated reconstruction **Features:** • 4D kV CBCT License • 4D CBCT Reconstruction on GPU License Package • 4D kV CBCT Image Match Review License **Prerequisites:** • TrueBeam Platform v3.0 or higher • kV Imaging System • Basic Respiratory Motion Management or Advanced Respiratory Motion Management System	1
1.19	**Additional MotionView CCTV Camera System** Additional set of two Motion View CCTV cameras and displays. Camera placement is at customer discretion. **Features:** • Two pan, tilt, zoom CCTV cameras • Two desktopLCD displays with built in camera controls • Adjustable viewing angle for patient privacy • Push button pan, tilt, zoom, and home position control **Prerequisites:**	1

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Item	Description	
	• Motion View camera system, provided with linac system.	
1.20	**Main Circuit Breaker Panel**	1
	Main circuit breaker panel, interfacing to a single power input feed from the facility Mains. Circuit breakers provide independent over-current protection for equipment at the console and in the treatment room. UL and IEC/CE certified.	
1.21	**CatPhan Phantom**	1
	Phantom for measuring CBCT image contrast, spatial resolution, and uniformity. **Features:** • Modules for measuring CBCT image contrast, spatial resolution, and uniformity **Prerequisites:** • kV Imaging system with CBCT	
1.22	**Supp. Phantom Kit**	1
	Supplemental imaging phantom kit for measuring resolution and contrast of kV and MV imaging systems. **Features:** • Leeds TOR 18FG phantom for measuring spatial resolution and contrast of kV imaging system • MV contrast phantom for measuring contrast performance of MV imaging system • Geometric phantom, mounted on IGRT couch top-compatible lock bar. Can be used for quality assurance of image guidance workflow. **Prerequisites:** • MV imaging system	
1.23	**Motion Management Interface**	1
	Motion management interface is an integrated interface for validated external devices that provide patient positioning, patient and target motion monitoring, and/or respiratory gating. The Motion management interface supports connection of up to four external devices, two of which may be used for respiratory motion management or high speed beam hold. **Features:** • 4-DoF or 6-DoF patient positioning capability for compatible validated devices and couch configurations • Integrated external device beam hold and image-based patient repositioning workflow • Patient-specific external device activation and patient plan verification	
1.24	**NLS: English**	1
1.25	**STD TRNG: TB Platform On-Site**	1
	The on-site review of the TrueBeam/Edge/VitalBeam components includes imaging and use cases for support of patient treatment for therapists. This support is to ensure that personnel who attended the classroom training are able to operate the TrueBeam Platform machine in a safe and effective manner in the clinical environment. **Features:** • Includes support for TrueBeam/Edge/VitalBeam • Offer is valid for 18 months after installation of product **Prerequisites:**	

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Item	Description	
	• TrueBeam Platform classroom trainings **Notes:** • Training is non-refundable and non-transferable	
1.26	**STD TRNG: Two Day Follow Up** Two Day Follow Up Training. This follow up training is conducted after the initial training has been completed to ensure safe and efficient use of the product. **Features:** • Training plan details will be provided by the training management team as part of your product implementation process • Duration and Location: 2 days onsite **Prerequisites:** • Initial product training completed **Notes:** • Offer is valid for up to 18 months after installation of product • Non-transferable to other products and services and non-refundable	1
1.27	**INCL ED: TB201 TB Platform Physicists** TrueBeam Physics and Administration: TrueBeam Physics and Administration course is designed for personnel (primarily Medical Physicists) responsible for the acceptance, commissioning, and QA program development of the TrueBeam in the clinical environment. It is recommended that the student attend the TrueBeam Physics and Administration course shortly before the installation of the TrueBeam. The course provides instruction of the basic delivery components, basic imaging components, and a general overview of the motion management system components. Machine commissioning, calibration, and QA of the machine are included. The course subject matter is presented from a clinical use perspective. Primary emphasis is on the overall commissioning, calibration, and QA of the TrueBeam and its components. Extensive hands-on laboratory exercises are included. **Features:** • Includes support for TrueBeam/Edge/VitalBeam • Includes Tuition and Materials for ONE person • Length: 4.5 days • Offer is valid for 18 months after installation of product **Customer Responsibilities:** • Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals) **Notes:** • Training is non-refundable and non-transferable	1
1.28	**INCL ED: TB101 TB Platform Operations** TrueBeam Operations is a course designed for personnel (primarily Radiation Therapists) responsible for the routine operation and clinical use of the TrueBeam. It is recommended that students attend the TrueBeam Operations course shortly before clinical use and the commencement of patient treatments. The course provides instruction of the basic delivery components, basic imaging components, and a general overview of the motion management system components. The course subject matter is presented from a clinical use perspective. Primary emphasis is on the overall understanding of the TrueBeam function and operation to include imaging and respiratory gating. Extensive hands-on laboratory exercises are included. The attendees of this class will be provided tools to allow them to instruct other clinical staff upon their return. **Features:** • Includes support for TrueBeam/Edge/VitalBeam • Includes Tuition and Materials for ONE person • Length: 4 days • Offer is valid for 18 months after installation of product **Customer Responsibilities:** • Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals) **Notes:**	1

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Item	Description	
	• Training is non-refundable and non-transferable	
1.29	**INCL ED: CL222 Respiratory Gating**	1
	The Respiratory Gating course provides training for physicists and therapists, to obtain knowledge of principles and practices of respiratory gating in radiation oncology for clinical implementation. **Features:** • Includes support for TrueBeam Platform • Includes Tuition and Materials for ONE person • Length: 2 days • Offer is valid for 18 months after installation of product **Customer Responsibilities:** • Customer is responsible for all travel expenses (airfare, hotel, rental car, meals and travel incidentals) **Notes:** • Training is non-refundable and non-transferable	
1.30	**Vertical LAP Apollo Green Room Laser Kit**	1
	LAP Apollo Green Room Laser Kit for patient alignment with Vertical Remote-Controlled Sagittal Line Laser. **Features:** • 1 Apollo Green Remote-controlled Ceiling Crosshair Laser • 2 Apollo Green Remote-controlled Lateral Crosshair Lasers • 1 Apollo Green Vertical Remote-Controlled Sagittal Line Laser	
1.31	**Quick Ref Guide - English**	1
1.32	**Enhanced Triggered Imaging**	1
	Automated intrafraction 2D kV radiographic imaging, with images triggered by respiration phase or amplitude, gantry angle, time period, or MU. Automated image-based beam hold on fiducial markers, based on user-defined marker motion thresholds. **Features:** • Arbitrarily shaped fiducial detection for Auto Beam Hold (ABH) **Prerequisites:** • TrueBeam® or Edge™ v4.0 or higher • Advanced Respiration Motion Management System or Basic Respiration Motion Management System	
1.33	**Power Cond., 3phase 50KVA**	1
	Transtector 50KVA, 3-phase power conditioning unit, providing transient protection, line power regulation, and Input and Output circuit breakers for over-current protection. UL and IEC/CE certified. **Notes:** • Supports voltage configurations from 208 to 600 VAC and in 50 or 60 Hz for US and ROW applications.	
1.34	**HyperSight Imaging Solution**	1
	HyperSight™ for TrueBeam® Platform **Features:** • Gantry speed up to 1.5 RPM for Imaging and motions between treatment fields. • CBCT Metal Artifact Reduction • HU Accuracy and Uniformity • Extended Field of View reconstruction • Quart phantom for HU calibration • 27" Console Monitors **Prerequisites:** • TrueBeam or Edge™ v4.1 or higher	

Item	Description

- ARIA® oncology information system (OIS) v15.1 - v18.0 or higher, or compatible third-party
- Eclipse™ treatment planning system v15.1 or higher, or compatible third-party
- If third-party OIS:
  - Authentication Server for third-party OIS (Hardware and Software) or
  - Authentication Server for third-party OIS (Software only)

2.0 ARIA Radiation Oncology

2.1 **ARIA RO Base Integrated w/ Eclipse** 1

The Varian System database is the core component of the Oncology Information System. The relational database serves as the repository for patient information and images imported to or captured by the database.

Features:

- Varian System Database license for one (1) site with system administration
- Data Segmentation license for one (1) Varian System database which provides features and tools for managing the configuration of ARIA® for sites that have more than one physical hospital, department or location to emulate in ARIA
- License Package for one (1) T-Box
- ARIA Unified Reporting Application (AURA) for ARIA OIS for Radiation Oncology for One (1) site

Prerequisites:

For the Varian System Database:

- If present: ,
  - Eclipse™ v15
  - TrueBeam® v2.5MR2 or higher
  - VitalBeam™ v2.5MR2 or higher
  - EDGE® v2.5MR2 or higher
  - 4DTIC™ v13 on WES7 or higher
  - Acuity™ with ACS v3.6 will be supported with ARIA RO v15.1 (Acuity CBCT not supported)
  - VVS v1.1 or higher

Customer Responsibilities:

- Initiate use of Smart Connect application to allow remote monitoring and service support.
- Determine and enter department data to configure the system or provide Varian Professional Services with sufficient data to configure the system for them. (Professional services are optional and may be purchased separately)
- A Microsoft® Active Directory Domain Controller running on an independent server

Notes:

- ICD-10 usage disclaimer:

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- The use of ICD-10 in this Product does not imply any endorsement by WHO of any specific product.
- The ICD-10 codes shall not be amended, abridged, translated, deleted or in any other way changed without the consent of WHO.
- The ICD-10 codes are for the internal use of the end user. They are not to be reproduced, transmitted or distributed outside of the user's organization in any form or by any means.
- ICD-10 is distributed without warranty of any kind, either express or implied. In no event shall the World Health Organization be liable for damages, including any general, special, incidental, or consequential damages, arising out of the use of ICD-10.
- In the United States only:

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- ARIA includes the ability to cross-map ICD-9 CM and ICD-10 CM codes in v15.0 and higher using web services linking to Intelligent Medical Objects (IMO). The user accepts that the IMO service delivered with ARIA is for a period ending on May 12, 2020, unless further extended by Varian.
- The T-Box may not be used clinically.

2.2 **ARIA RO Smart Space** 15

The ARIA® for Radiation Oncology (RO) Smart Space provides basic demographic information, diagnosis, staging, radiation therapy data management, reporting, charge capture and workflow management tools for one (1) user.

Item	Description	
	ARIA enables your treatment team to make informed, confident decisions for patients, and provides the tools required to effectively manage the administrative aspects of your department. **Features:** • ARIA RO Smart Space - One (1) license for one (1) concurrent user **Prerequisites:** • Varian System Database v15.0 or higher; • Varian system compatible server hardware and operating system in a properly networked environment. For detailed specifications, please visit www.varian.com/hardwarespecs • Microsoft® Windows operating system installed on workstations • Microsoft® Office 2013 or 2016. **Customer Responsibilities:** • The in-vivo interface is an additional purchasable option for ARIA Chart QA. • A Microsoft® Active Directory Domain Controller running on an independent server **Notes:** • ICD-10 usage disclaimer: , • The use of ICD-10 in this Product does not imply any endorsement by WHO of any specific product. • The ICD-10 codes shall not be amended, abridged, translated, deleted or in any other way changed without the consent of WHO. • The ICD-10 codes are for the internal use of the end user. They are not to be reproduced, transmitted or distributed outside of the user's organization in any form or by any means. • ICD-10 is distributed without warranty of any kind, either express or implied. In no event shall the World Health Organization be liable for damages, including any general, special, incidental, or consequential damages, arising out of the use of ICD-10. • In the United States only: , • ARIA includes the ability to cross-map ICD-9 CM and ICD-10 CM codes in v15.0 and higher using web services linking to Intelligent Medical Objects (IMO). The user accepts that the IMO service delivered with ARIA is for a period ending on April 1, 2023, unless further extended by Varian.	
2.3	**ARIA Disease Mgmt Smart Space** The ARIA® Disease Management Smart Space is a component of the oncology information system that includes the comprehensive electronic medical record (EMR) capabilities that enable clinical staff members to evaluate, monitor, record and document patient health information throughout the entire treatment process. The Documents workspace allows clinical staff to create, display and store patient related documents within the electronic medical record (EMR) including Document Approval. **Features:** • One (1) license for one (1) concurrent user **Prerequisites:** • Varian System Database v15.0 or higher • ARIA RO Smart Space • Microsoft® Office 2013 or 2016 • Microsoft® Windows operating system installed on workstations • A properly networked environment (For detailed specifications, refer to the Network Configuration Guidelines at http://www.varian.com/hardwarespecs **Customer Responsibilities:** • A Microsoft® Active Directory Domain Controller running on an independent server **Notes:** • ICD-10 usage disclaimer: , • The use of ICD-10 in this Product does not imply any endorsement by WHO of any specific product. • The ICD-10 codes shall not be amended, abridged, translated, deleted or in any other way changed without the consent of WHO. • The ICD-10 codes are for the internal use of the end user. They are not to be reproduced, transmitted or distributed outside of the user's organization in any form or by any means. • ICD-10 is distributed without warranty of any kind, either express or implied. In no event shall the World Health Organization be liable for damages, including any general, special, incidental, or consequential damages, arising out of the use of ICD-10. • In the United States only: • In the United States only: , • ARIA includes the ability to cross-map ICD-9 CM and ICD-10 CM codes in v11MR5 and higher using web services linking to Intelligent Medical Objects (IMO). The user accepts that the IMO service delivered with ARIA is for a period ending on April 1, 2023, unless further extended by Varian.	1
2.4	**Addl ARIA Disease Mgmt Smart Space**	7

Item	Description	
	The ARIA® Disease Management Smart Space is a component of the oncology information system that includes the comprehensive electronic medical record (EMR) capabilities that enable clinical staff members to evaluate, monitor, record and document patient health information throughout the entire treatment process. The Documents workspace allows clinical staff to create, display and store patient related documents within the electronic medical record (EMR) including Document Approval. **Features:** • One (1) license for one (1) concurrent user **Prerequisites:** • Varian System Database v15.0 or higher • ARIA RO Smart Space • ARIA compatible workstation in a properly networked environment. • Microsoft® Windows operating system installed on workstations • Microsoft® Office 2013 or 2016. • Varian System compatible server hardware. • For detailed specifications, please visit http://www.varian.com/hardwarespecs **Customer Responsibilities:** • A Microsoft® Active Directory Domain Controller running on an independent server **Notes:** • ICD-10 usage disclaimer: , • The use of ICD-10 in this Product does not imply any endorsement by WHO of any specific product. • The ICD-10 codes shall not be amended, abridged, translated, deleted or in any other way changed without the consent of WHO. • The ICD-10 codes are for the internal use of the end user. They are not to be reproduced, transmitted or distributed outside of the user's organization in any form or by any means. • ICD-10 is distributed without warranty of any kind, either express or implied. In no event shall the World Health Organization be liable for damages, including any general, special, incidental, or consequential damages, arising out of the use of ICD-10. • In the United States only: • ARIA includes the ability to cross-map ICD-9 CM and ICD-10 CM codes in v15.0 and higher using web services linking to Intelligent Medical Objects (IMO). The user accepts that the IMO service delivered with ARIA is for a period ending on April 1, 2023, unless further extended by Varian.	
2.5	**ARIA Oncology Imaging Smart Space**	3
	The Imaging Smart Space is a component of the Oncology Information System, ARIA®. This image management component of the system provides comprehensive image review to patient verify patient positioning using reference and treatment images. Enhancement and analysis tools for portal images (MV), kV and Cone Beam CT images acquired with the on-board imager are included. **Features:** • One (1) license for one (1) concurrent user **Prerequisites:** • Varian System database v15.0 or higher • ARIA RO Smart Space • Image server hardware • Microsoft® Windows operating system installed on workstations • ARIA compatible workstation in a properly networked environment • For detailed specifications, please visit http://www.varian.com/hardwarespecs **Customer Responsibilities:** • A Microsoft® Active Directory Domain Controller running on an independent server	
2.6	**docs2EHR for ARIA OIS**	1
	The docs2EHR application uses a streamlined workflow to create ARIA® oncology information system ready documents from outside sources and automatically uploads them to the patient's chart within ARIA. Docs2EHR can manage external faxes, scanned documents, or files in various formats such as images or PDFs. The software utilizes the Varian Document Services API, which imports documents into ARIA without interfering with the clinic's ARIA database. **Features:** • Select specific pages in a PDF/image document before importing into ARIA	

Item	Description	
	• Easily re-order pages in a PDF/image document before importing into ARIA • Merge pages from multiple PDF/image documents before importing into ARIA • Select the correct patient directly from the ARIA database • Send documents to ARIA as "pending" or "approved" • Preset multiple network drives or folders containing incoming records **Prerequisites:** • ARIA OIS for RO v13.6 or higher or ARIA OIS v18.0 or higher • ARIA OIS Disease Management Smart Space **Customer Responsibilities:** • Windows Server 2008 or higher 64 bit (for the server that Docs2EHR is installed on) • Windows 10 or higher 32 or 64 bit (for the workstation that the Docs2EHR client is installed on) • Microsoft Word version that is compatible with customer's version of ARIA • Adobe Acrobat Reader DC or PDF creator software that is compatible with customer's version of ARIA • Scanning equipment to create PDF or image documents and save them to a folder or faxing equipment to create PDF or image documents and save them to a folder **Notes:** • This product includes previously purchased existing version	
2.7	**ePrescribing for ARIA OIS Package** ePrescribing for ARIA® OIS allows prescribers to communicate with pharmacies under contract with third party SureScripts LLC for the purposes of sending electronic prescriptions, receiving electronic renewal requests, and support of related monitoring. The terms and conditions agreement with the third party SureScripts LLC will apply to this product only and not to ARIA or any other Varian product or service. **Features:** • ePrescribing for ARIA for radiation oncology or ARIA OIS for one (1) database server • Medi-Span Electronic Drug Database for five (5) concurrent users • Remote training on the use of ePrescribing for ARIA for radiation oncology or ARIA OIS to: register and manage prescribing end-users, send e-prescriptions, respond to renewal requests electronically, monitor clinical activity, and monitor message logs **Prerequisites:** • Varian Databases • ARIA OIS for radiation oncology v16.1 or higher or ARIA OIS v18.0 • ARIA Disease Management Smart Space v16.1 or higher or ARIA OIS Disease Management Smart Space v18.0 **Customer Responsibilities:** • Maintain subscription agreement in good standing with Zenith Transaction Services for Electronic Data Interchange (EDI) infrastructure and support • A Microsoft® Active Directory Domain Controller running on an independent server • Varian system compatible server hardware and operating system in a properly networked environment. For detailed specifications, please visit www.varian.com/hardwarespecs or myvarian • Internet access for remote monitoring and support via SmartConnect® • A signed copy of the e-Prescribing for ARIA for radiation oncology or ARIA OIS v18.0 Software License Agreement (mandatory separate document) **Notes:** • Adheres to NCPDP SCRIPT Standard • For more information concerning ONC certification please see: www.varian.com/ARIA/ROMU	1
2.8	**2015 Edition QPP API Package ARIA OIS RO** This 2015 Edition QPP API Package provides the Web Application Program Interfaces (API's) required for the Centers for Medicare and Medicaid Services Quality Payment Program (QPP) Measure "Provide Patient Access". The Web APIs can be used by third party applications to retrieve a unique Patient Identifier based on Patient identification such as first name, last name, gender and date of birth. The use of this identifier will allow for the retrieval of the Common Clinical Data Set (CCDS) for each specific Patient. The same set of APIs can be used for Medical and/or Radiation Oncology. The content of the CCDS can be filtered by date and/or Data Category. **Features:** • The 2015 edition QPP API Package includes the ONC Certified 2015 Edition Health IT Certification Criterion: • • Patient Selection -- Application Access (§ 170.315(g) (7)) • • Application access -- all data request (§ 170.315(g) (9)) • For more information please see: https://www.federalregister.gov/documents/2015/10/16/2015-25597/2015-editionhealth-information-technology-health-it-certification-criteria-2015-edition-base#p-1060 • Supports HTTPS protocol • Supports Integrated Windows Authentication (IWA) • Supports REST programming paradigm	1

Item	Description	

	• Supports JSON and XML
	Prerequisites:
	• ARIA® oncology information system for radiation oncology v16.1
	Customer Responsibilities:
	• In order to use these Web APIs, the customer needs to develop their own application and work with a third-party software application vendor. API calls must conform to the what is described in the QPP API Technical Specifications - P1022632-001 posted on www.varian.com/ARIA/ROQPP
	• Each customer site is required to generate an API Key on Varian Medical Systems MyVarian.com site (Customer Support/API Key Management/New API Request)
	Notes:
	• This package can only be used to read from ARIA
	• For security purposes:
	  • HTTPs encryption protocol has to be used between the ARIA Database Server and the Client Application
	  • An API Key has to be passed in the HTTPs header to ensure correct authentication
	  • Valid ARIA user has to be passed for authentication / authorization.	

2.9	**STD TRNG: ARIA RO EMR** Training will be included as part of the implementation plan if Clinical Assessment and Dynamic Document training has not been provided to this site. • Offer is valid for 18 months after installation. Training is not transferable with other products and services	1

2.10	**INCL VT: ARIA Fundamentals E-Learning**
	
	The ARIA® oncology information system (OIS) Fundamentals e-learning course provides basic knowledge of the ARIA® oncology information system platform. Intended audience for this course includes users who are new to ARIA OIS radiation oncology.
	Features:
	• Topics covered include:
	  • Data Administration
	  • Oncology Information System for Radiation Oncology
	  • Radiation Treatment Management
	  • Varian Service Portal
	• Type and Location: e-learning modules via the VarianThink™ online platform
	Prerequisites:
	• Basic knowledge of computers and the Windows operating system
	Customer Responsibilities:
	• Must have a computer or device with internet access to view online content
	Notes:
	• Offer is valid for up to 18 months after installation of product
	• Access to course content is valid for up to 90 days from initial access of the course on the VarianThink™ online platform
	• Non-transferable to other users, products, and services and non-refundable
		1

2.11	**STD TRNG: Two Day Follow Up** Two Day Follow Up Training. This follow up training is conducted after the initial training has been completed to ensure safe and efficient use of the product. **Features:** • Training plan details will be provided by the training management team as part of your product implementation process • Duration and Location: 2 days onsite **Prerequisites:** • Initial product training completed **Notes:** • Offer is valid for up to 18 months after installation of product • Non-transferable to other products and services and non-refundable	1
2.12	**STD TRNG: ARIA RO** Training is included with the purchase of ARIA. Training plan details will be provided by the training management team as part of your product implementation process. • Offer is valid for 18 months after installation of product. Training is not transferable with other products and services	1

Item	Description	

2.13	**STD TRNG: Remote**
	
	Standard remote training.
	Features:
	• Training details will be provided by the training management team as part of the product implementation process
	Customer Responsibilities:
	• Review all product documentation available on MyVarian.com in advance
	  • Customer Release Notes
	  • Instruction for Use
	• Must have access to a phone and computer with internet connection
	Notes:
	• Offer is valid for up to 18 months after installation of product
	• Non-transferable to other products and services and non-refundable
		1

2.14	**STD TRNG: eRX ARIA** Training is included with the purchase of eRX ARIA for Radiation Oncology. Training plan details will be provided by the training management team as part of your product implementation process. • Offer is valid for 18 months after installation of product. Training is not transferable with other products and services	1
2.15	**ARIA OIS Over Citrix** The ARIA OIS over Citrix license enables traceability of the ARIA applications installed in a Citrix farm. **Notes:** • Only one (1) "ARIA Over Citrix" license is required per Citrix Farm where the ARIA applications are installed.	1
2.16	**STD TRNG: eRx Controlled Substance** Varian Electronic Prescribing for Controlled Substances is a standard remote training. **Features:** Training plan details will be provided by the training management team as part of your product implementation process. The Customer Release Note will be presented. The training session will include: • Onboarding of Providers to enroll for EPCS • Overview of Prescribing of Controlled substances functionality via ARIA OIS • Overview of audit functionality and reporting • Overview of troubleshooting • The remote training will consist of a demonstration of how to utilize this software for sending an controlled substance e prescription as well as provide answers to any additional questions. • The training will be provided in two separate sessions. One as part of the initial onboarding and the second session after the provider has completed the identify proofing and received his information via FedEx. **Prerequisites:** • Organization must have Eprescribing configured and set up on system • Organization must have purchased available licenses • Organization must be registered for EPCS • Provider must be enrolled in Sure Scripts • Providers must have a token software installed on a separate device from their ARIA application • Provider must be enrolled with Dr. First **Customer Responsibilities:** • This remote training will be conducted using your system. • Viewing the Webinar session and review of the E-Prescribe Workbook must be completed prior to your Department's remote training . • The customer resources involved in this training should include: the System Administrator(s), Nurse, Provider, Pharmacist and other staff as appropriate.	1

Item	Description	
	• The site requirements for this training session include: Phone, computer with internet connection, projector and speaker phone (if attending in conference room). • Prior to this upgrade please review all product release notes. These can be found at www.myvarian.com	
2.17	**ePrescribing for Controlled Substances for ARIA OIS** ePrescribing (eRx) for Controlled Substances for ARIA for radiation oncology (RO) or ARIA OIS allows prescribers to communicate with pharmacies under contract with SureScripts LLC (third party) for the purposes of sending electronic prescriptions for controlled substances, receiving electronic renewal requests for controlled substances, and related monitoring. This product feature in ARIA interfaces directly with vendor DrFirst which in turn interfaces with SureScripts LLC. **Features:** • EPCS Prescriber Licenses for five (5) concurrent users • Ability for prescriber to access State's Prescription Drug Monitoring Program (PDMP) Database • Implements a workspace within ARIA Data Administration to register prescribers with DrFirst • Allows registered providers to write, approve and transmit electronic prescriptions for controlled substances to registered pharmacies • Allows registered providers to receive and reply to electronic renewal requests for controlled substances • Supports related monitoring **Prerequisites:** • ARIA OIS for radiation oncology v16.1 or higher or ARIA OIS v18.0 • ePrescribing for ARIA for radiation oncology package or ePrescribing for ARIA OIS Package • Software Support Agreement (SSA) for ARIA OIS for RO or ARIA OIS v18.0 **Customer Responsibilities:** • Internet access for remote monitoring and support via SmartConnect® **Notes:** • Adheres to NCPDP SCRIPT Standard • As per 21 CFR Part 1311.115(b) the Token must be separate from the computer to which it is gaining access. The supported Symantec VIP Access Soft Token meets at least the criteria of FIPS 140--2 Security Level 1, as incorporated by reference in Section 1311.08, for cryptographic modules or one-time-password devices. • As per 21 CFR Part 1304.06(a2) Customer and each Authorized User understand and agree to review EPCS security logs and reports on a [daily, weekly, etc.] basis for any security incidents; • As per 21 CFR Part 1304.06(d) Customer and each Authorized User understand and agree to report to the DEA any security incident and provide Varian with a copy of such report • As per 21 CFR Part 1304.06(g) Customer and each Authorized User understand and agree to retain all security incident reports on file for at least 2 years. • Requires patient information as part of the prescription: Internal database unique identifier, First name, Last name, Middle name, Gender, Date of birth, Address and Encrypted prescription details. • Customer agrees that the third-party vendor of this product may de-identify the aforementioned information in accordance with 45 CFR 164.514, for the internal purposes of benchmarking, tracking, and for the vendor's product improvement. Varian is not associated with or responsible for these de-identification activities, and any inquiries relating to such de-identification activities should be directed to the third-party vendor.	1
2.18	**ePrescribing for Controlled Substances for ARIA OIS -- 5 Prescribers Per Year** This package consists of five licenses allowing five prescribers at an institution to sign up for use of e-prescribing for Controlled Substances for ARIA® oncology information system (OIS) for radiation oncology (RO) or ARIA OIS. E-prescribing for Controlled Substances for ARIA OIS for radiation oncology or ARIA OIS allows prescribers to communicate with pharmacies under contract with SureScripts LLC (third party) for the purposes of sending electronic prescriptions for controlled substances, receiving electronic renewal requests for controlled substances, and related monitoring. This product feature in ARIA interfaces directly with DrFirst (third party) which in turn interfaces with SureScripts LLC. **Features:** • Allows registered providers to write, approve and transmit electronic prescriptions for controlled substances to registered pharmacies • Allows registered providers to receive and reply to electronic renewal requests for controlled substances • Supports related monitoring • Includes Prescription Drug Monitoring Program (PDMP) reporting **Prerequisites:** • ePrescribe for Controlled Substances for ARIA for radiation oncology or ARIA OIS v18.0 **Customer Responsibilities:** • Administrators will have to initiate and complete the registration process • Each individual prescriber will have to complete identity proofing and token registration **Notes:**	1

Item	Description	
	• Adheres to NCPDP SCRIPT Standard	
2.19	**ARIA for RO T-Box Software Only**	1
	The basic system includes the Varian System database and a license package to support the features listed below:	
	Features:	
	• ARIA RO Smart Space Package (Five (5) concurrent users) • ARIA Disease Management Smart Space Package (Five (5) concurrent users) • ARIA Oncology Imaging Smart Space Package (Five (5) concurrent users) • Varian System database (One (1)) • DICOM RT (One (1)) • On-Site Customer Installation	
	Prerequisites:	
	• ARIA T-Box Server (One (1)) • ARIA compatible workstation in a properly networked environment (One (1)). • IEM interface server (One (1)), if IEM is purchased. • For detailed information on network, hardware and operating system requirements, please visit http://www.varian.com/hardwarespecs	
	Customer Responsibilities:	
	• ARIA compatible workstation in a properly networked environment (optional). • If T-Box is to be used for HL7 connectivity evaluation, then IEM must be purchased separately. • A Microsoft® Active Directory Domain Controller running on an independent server • Microsoft® Office	
	Notes:	
	• The T-Box cannot be used clinically. • Does not include clinical training (clinical training is not available).	
2.20	**Citrix Svc Req/Serv (Normal Bus Hrs)**	1
	Citrix® Service Request per Server (Normal Business Hours)	
	Troubleshooting Citrix XenApp™ (or Presentation Server®) implementations, or adding Citrix XenApp (or Presentation Server) Server(s) to an existing Citrix Farm intended for the addition of ARIA or Eclipse clients.	
	Add one (1) or more servers to an existing Citrix Farm whereby ARIA or Eclipse clients were not previously available. -OR- Troubleshoot customer IT/S initiated Citrix implementation for the publishing of ARIA or Eclipse applications over Citrix whereby the Varian software product fails to work as intended.	
	ARIA Client applications if purchased under Practice Management and Radiation Oncology will be published in a Citrix environment. Eclipse Treatment Planning Client application if purchased will be published in a Citrix environment. Review the then-current Citrix Customer Release Notes to understand a) what limitations exist with ARIA or Eclipse client applications or features when published in a Citrix farm, b) what editions of Citrix have been qualified for ARIA and Eclipse, and c) what support exists for national languages.	
	XenApp (or Presentation Server) software can be installed onto multiple servers intended for a Citrix Farm. Neither Citrix licenses nor any hardware for this environment will be included.	
	Prerequisites:	

Item	Description

- Citrix XenApp (or Presentation Server) Licenses and adequate quantities shall be procured by the customer;
- Existing Citrix XenApp (or Presentation Server) environment or later is currently available and properly configured such as but not limited to the following: (1) Citrix IMA Database, (2) Citrix Website, (3) Citrix Software, (4) Citrix Admin Accounts.
- Windows Server CALs and Windows Terminal Server CALs with adequate quantities shall be procured by the customer;
- Hardware compatible for a Citrix installation shall be installed in a networked environment by the customer.
- Network requirements for Citrix Server; 100 MBs (1 GBs recommended) for LAN and T1 or faster for WAN (T3 is highly recommended).

ADDITIONAL SERVERS IN FARM HARDWARE REQUIREMENTS (sold separately):

- For a detailed description of our current hardware recommendations, please refer to the Varian website: http://www.varian.com/hardwarespecs" target="_blank">www.varian.com/hardwarespecs
- Varian will not be responsible for service or support for any customer purchased computer hardware or software.

Customer Responsibilities:

- Citrix compatible hardware purchased by customer (for detailed information on hardware requirements, refer to http://www.varian.com/hardwarespecs" target="_blank">www.varian.com/hardwarespecs; and
- A properly networked environment (For detailed information on network requirements, refer to the Network Configuration Guidelines at www.varian.com/ hardware specs)
- Customer to purchase in advance appropriate quantities of Citrix XenApp (or Presentation Server) licenses, Windows Server Client Access Licenses (CAL), and Windows Terminal Server (CAL) for the Citrix environment
- Varian shall be provided with remote access to the intended Citrix Server(s)
- A domain account including credentials with local administrator privileges for each intended Citrix server shall be made available to Varian
- Customer shall self-maintain all aspects of the Citrix environment post VARIAN's initial installation such as but not only limited to the following: (1),Adding additional Citrix licenses, and (2),Adding additional users, and (3),Adding additional Citrix server hardware, and (4),Adding Citrix server(s) to your domain, and (5),Citrix software updates and upgrades, and (6),Maintenance and Support agreements with Citrix Systems, Inc., and (7),Maintain a silo environment for ARIA and/or Eclipse clients over Citrix.Installation and Support

Installation of Citrix XenApp (or Presentation Server) software and Varian Client applications onto each intended server is limited to ONE (1) full business working day for the Varian Service Engineer.

- OR- Troubleshooting of customer IT/S initiated Citrix XenApp (or Presentation Server) implementation for publishing of ARIA and/or Eclipse applications over Citrix whereby the Varian software product failed to work as intended and will be limited to ONE (1) full business working day for the Varian Service Engineer.

If more than ONE (1) full business working day for the Varian Service Engineer is required, then additional "Citrix Service Request per Server (Normal Business Hours)" will be ordered.

Citrix XenApp (or Presentation Server) installation and support will not be covered as part of any of VARIAN service agreement.

Installer will train the hospital IT/IS staff on the basic fundamentals as part of the installation process if needed.

Onsite Citrix installations will be subject to any and all additional charges related to travel on behalf of Varian at cost.

3.0 TPS Eclipse

3.1 **Eclipse Base Integrated with ARIA** 1

Eclipse™ Base Integrated with ARIA® package includes installation, education courses and on-site application training

Features:

- Varian Database

Prerequisites:

- Compatable ARIA version
- A properly networked environment Local Area Network (1 Gb recommended, 100 Mb required). Guidelines at www.varian.com/oncology/products/software/information-systems/aria-ois-radiation-oncology?cat=resources

Customer Responsibilities:

varian
A Siemens Healthineers Company

Item	Description	
	• A Microsoft ® Active Directory Domain Controller running on an independent server	
3.2	**Eclipse Physicians Desktop** **Feature(s):** • Contouring and Image Registration Tools • 4D Planning and Image Support • Deformable Image Registration • Eclipse Scripting API • DICOM RT **Prerequisites:** • Eclipse Non-Calculation Workstation	1
3.3	**Eclipse Advanced Planner Desktop** **Feature(s):** • Contouring and Image Registration Tools • 2D and 3D Photon Dose Calculation • 4D Planning and Image Support • 2D and 3D Brachytherapy Dose Calculation • Conformal Arc Planning • IMRT Planning • Eclipse Scripting API • DICOM RT **Prerequisites:** • Eclipse Calculation Workstation	2
3.4	**RapidArc Planning Primary** Eclipse™ RapidArc® Planning supports dynamic arc treatments produced through volumetric dose optimization to generate intensity modulated dose distributions in optimized arcs. **Features:** • RapidArc Planning for one (1) user **Prerequisites:** • Interactive IMRT Planning	1
3.5	**RapidArc Planning Additional** An additional RapidArc® planning for one (1) user **Features:** • RapidArc Planning for one (1) user **Prerequisites:** • Eclipse RapidArc Planning	1
3.6	**Acuros External Beam** Acuros® External Beam (Acuros XB) is a photon algorithm that provides dose calculation with the equivalent accuracy as the Monte Carlo algorithm. **Features:**	1

Item	Description	
	• Acuros XB algorithm **Prerequisites:** • Eclipse Planner Desktop or Eclipse Advanced Planner Desktop	
3.7	**Portal Dosimetry Package** Portal Dosimetry provides the capability to perform pre-treatment Intensity Modulated Radiation Therapy (IMRT) or RapidArc® QA using the PortalVision electronic imager. **Features:** • Eclipse™ portal dose calculation for one (1) user • Portal dosimetry review for one (1) user **Prerequisites:** • IMRT planning • RapidArc planning for RapidArc portal dosimetry	1
3.8	**GPU Enabled Framework Agent Server (FAS)** A Framework Agent Server (FAS) that includes the necessary GPU (Graphics Processing Unit) cards required to support the Framework Agent Server GPU Algorithm license. The FAS is a high-performance server dedicated exclusively to running Varian's Eclipse Distributed Calculation Framework (DCF). FAS with DCF leverages specialized Grid Clustering power (network-based parallel processing) to optimize throughput for Eclipse planning and dose calculation in both native client/server topologies and Citrix environments. Multiple Framework Agent Servers may be configured to create a FAS Array. **Features:** • Includes GPU cards **Prerequisites:** • Eclipse 15.5 and higher **Customer Responsibilities:** • A properly networked environment connected at 1Gbps • Server rack equipped with power supply input voltage 208V/240V AC @50/60Hz 10A • Power Distribution Unit (PDU) or supply rail which outputs 208V/240V (1600W) • Computer Uninterruptible Power Supply (UPS) 220V • Installation of the server into the rack • Installation of server into existing customer domain **Notes:** • Server will not run on low-line 110V/120V AC • Does not support Windows Server 2008R2	2
3.9	**Citrix Service Req/Serv (Normal Bus Hrs)** Citrix® Service Request per Server (Normal Business Hours) Troubleshooting Citrix XenApp™ (or Presentation Server®) implementations, or adding Citrix XenApp (or Presentation Server) Server(s) to an existing Citrix Farm intended for the addition of ARIA or Eclipse clients. Add one (1) or more servers to an existing Citrix Farm whereby ARIA or Eclipse clients were not previously available. -OR- Troubleshoot customer IT/S initiated Citrix implementation for the publishing of ARIA or Eclipse applications over Citrix whereby the Varian software product fails to work as intended. ARIA Client applications if purchased under Practice Management and Radiation Oncology will be published in a Citrix environment. Eclipse Treatment Planning Client application if purchased will be published in a Citrix environment. Review the then-current Citrix Customer Release Notes to understand a) what limitations exist with ARIA or Eclipse client applications or features when published in a Citrix farm, b) what editions of Citrix have been qualified for ARIA and Eclipse, and c) what support exists for national languages.	1

Item	Description

XenApp (or Presentation Server) software can be installed onto multiple servers intended for a Citrix Farm. Neither Citrix licenses nor any hardware for this environment will be included.

Prerequisites:

- Citrix XenApp (or Presentation Server) Licenses and adequate quantities shall be procured by the customer;
- Existing Citrix XenApp (or Presentation Server) environment or later is currently available and properly configured such as but not limited to the following: (1) Citrix IMA Database, (2) Citrix Website, (3) Citrix Software, (4) Citrix Admin Accounts.
- Windows Server CALs and Windows Terminal Server CALs with adequate quantities shall be procured by the customer;
- Hardware compatible for a Citrix installation shall be installed in a networked environment by the customer.
- Network requirements for Citrix Server; 100 MBs (1 GBs recommended) for LAN and T1 or faster for WAN (T3 is highly recommended).

ADDITIONAL SERVERS IN FARM HARDWARE REQUIREMENTS (sold separately):

- For a detailed description of our current hardware recommendations, please refer to the Varian website: http://www.varian.com/hardwarespecs" target="_blank">www.varian.com/hardwarespecs
- Varian will not be responsible for service or support for any customer purchased computer hardware or software.

Customer Responsibilities:

- Citrix compatible hardware purchased by customer (for detailed information on hardware requirements, refer to http://www.varian.com/hardwarespecs" target="_blank">www.varian.com/hardwarespecs; and
- A properly networked environment (For detailed information on network requirements, refer to the Network Configuration Guidelines at www.varian.com/ hardware specs)
- Customer to purchase in advance appropriate quantities of Citrix XenApp (or Presentation Server) licenses, Windows Server Client Access Licenses (CAL), and Windows Terminal Server (CAL) for the Citrix environment
- Varian shall be provided with remote access to the intended Citrix Server(s)
- A domain account including credentials with local administrator privileges for each intended Citrix server shall be made available to Varian
- Customer shall self-maintain all aspects of the Citrix environment post VARIAN's initial installation such as but not only limited to the following: (1),Adding additional Citrix licenses, and (2),Adding additional users, and (3),Adding additional Citrix server hardware, and (4),Adding Citrix server(s) to your domain, and (5),Citrix software updates and upgrades, and (6),Maintenance and Support agreements with Citrix Systems, Inc., and (7),Maintain a silo environment for ARIA and/or Eclipse clients over Citrix.Installation and Support

Installation of Citrix XenApp (or Presentation Server) software and Varian Client applications onto each intended server is limited to ONE (1) full business working day for the Varian Service Engineer.

- OR- Troubleshooting of customer IT/S initiated Citrix XenApp (or Presentation Server) implementation for publishing of ARIA and/or Eclipse applications over Citrix whereby the Varian software product failed to work as intended and will be limited to ONE (1) full business working day for the Varian Service Engineer.

If more than ONE (1) full business working day for the Varian Service Engineer is required, then additional "Citrix Service Request per Server (Normal Business Hours)" will be ordered.

Citrix XenApp (or Presentation Server) installation and support will not be covered as part of any of VARIAN service agreement.

Installer will train the hospital IT/IS staff on the basic fundamentals as part of the installation process if needed.

Onsite Citrix installations will be subject to any and all additional charges related to travel on behalf of Varian at cost.

3.10	**Eclipse Non-Clinical Server Software Pkg**	1

A non-clinical Eclipse™ server base software package

Features:

- Varian Database

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Item	Description	
3.11	**Eclipse Non-ClinT-Box Software Pkg** A non-clinical software package for the Eclipse™ Treatment Planning system **Features:** • Multi-modality image support • Image registration • Contouring • External beam planning • Plan evaluation • 2D brachytherapy planning • IMRT planning package **Notes:** • This is a non-clinical software package to be used for commissioning purposes, Eclipse Automation and for customer's internal training. • Non-Clinical systems may not be connected to the clinical database	1
3.12	**STD TRNG: Eclipse** Training is included with the purchase of Eclipse. Training plan details will be provided by the training management team as part of your product implementation process. • Offer is valid for 18 months after installation. Training is not transferable with other products and services	1

3.13	**STD TRNG: Remote Training**
	
	Standard remote training
	Features:
	• Customized training plan details will be provided by the training management team after the initial discussion of customer needs
	• Training Type and Location: One remote training session up to 2 (two) hours with a clinical applications specialist
	Customer Responsibilities:
	• Remote access to the customer software may be required
	• Review all product documentation available on MyVarian.com in advance
	  • Customer Release Notes
	  • Instruction for Use
	• Must have access to a phone and computer with internet connection
	Notes:
	• Remote session should be scheduled within 30 (thirty) days of completing any applicable video learning modules
	• Offer is valid for up to 18 months after purchase
	• Non-transferable to other users, products, and services and non-refundable
		1

3.14	**INCL VT: EC202 Eclipse Comm II IMRT RA**
	
	This Eclipse™ treatment planning system Physics Commissioning IMRT, VMAT, and RapidArc® e-learning course is designed as a continuation of EC201 Eclipse Physics Commissioning Administration and Algorithms course. This course provides training for the individual responsible for commissioning and administration of the inverse planning modules within Eclipse.
	Features:
	• Topics covered include:
	  • System preparation and basic use for 3D, IMRT and VMAT planning
	  • Overview of plan delivery with QA and commissioning examples
	  • Basics of multileaf collimators (MLCs) and essential QA procedures
	  • Optimization Workflow for IMRT and VMAT Planning
	  • Photon Optimizer Algorithm Features
	  • Commissioning the Photon Optimizer Model
	  • Dynamic Multi Leaf Collimator Commissioning
	  • Create Verification Plans
	  • Multi-Criteria Trade-Off Exploration
	  • RapidPlan™ knowledge-based planning
	  • Training Type: e-learning modules via the VarianThink™ online platform
	Prerequisites:
		1

Item	Description	
	• • Basic knowledge of computers and the Windows operating system • Must have a medical physicist education • Two (2) to three (3) months of routine clinical use of Eclipse recommended • Completion of the Varian EC201 Eclipse Physics Administration course **Customer Responsibilities:** • Must have a computer or device with internet access to view online content **Notes:** • This course does not cover basic machine configuration, general system administration or the commissioning of essential dose calculation algorithms such as PBC, AAA or Acuros® XB advanced dose calculation • This entitlement includes system access for one user per licensed account • Offer is valid for up to 18 months after installation of product • Access to course content is valid for up to 90 days from initial access of the course on the VarianThink online platform • Non-transferable to other users, products, and services and non-refundable	
3.15	**Eclipse GPU Workstation Standalone**	1
3.16	**INCL VT: EC201 Eclipse Physics Admin** This Eclipse™ treatment planning system Physics Commissioning Administration and Algorithms e-learning course provides training for the individual responsible for commissioning and administration of the Eclipse treatment planning system in a clinical, external beam radiation therapy department. Intended audience include Medical Physicists. **Features:** • Topics covered include: • Navigating Eclipse • Photon Beam Model, Verification, Configuration, and Analysis • Electron Monte Carlo Beam Model, Verification, Configuration, and Analysis • Configure the CT Scanner • Distributed Calculation Framework • Calculation Algorithms -- AAA, Acuros® XB advanced dose calculation, Electron Monte Carlo • Verification of Accessories • Clinical Goals, Protocols, and Templates • Visual Scripting and Custom Coding • Administrative tasks including but not limited to VSP, RT administration, and radiation oncology settings • Training Type: e-learning modules via the VarianThink™ online platform **Prerequisites:** • • Basic knowledge of computers and the Windows operating system • Must have a medical physicist education • Two (2) to three (3) months of routine clinical use of Eclipse recommended **Customer Responsibilities:** • Must have a computer or device with internet access to view online content **Notes:** • This entitlement includes system access for one user per licensed account • Offer is valid for up to 18 months after installation of product • Access to course content is valid for up to 90 days from initial access of the course on the VarianThink online platform • Non-transferable to other users, products, and services and non-refundable	1
3.17	**INCL VT: EC102 Eclipse Inv Plng IMRT RA** This Eclipse™ treatment planning system Inverse Planning IMRT/ RapidArc® e-learning course covers the detailed use of Inverse Plan Optimizers within Eclipse for the creation of both IMRT and RapidArc plans. The intended audience for this course includes Medical Dosimetrists who are experienced Eclipse users. **Features:** • Topics covered include: • IMRT and RapidArc/VMAT Planning • Optimization Process • Clinical Goals and Protocols • Creating Verification Plans • Lung Tumor Segmentation Tool • HyperArc Planning • Multi-Criteria Trade-Off Exploration	1

Item	Description

- Auto-Feathering Feature
- Halcyon Planning
- Review of prostate, head and neck, and metastatic spine cases

- Training Type: e-learning modules via the VarianThink™ online platform

Prerequisites:
- Basic knowledge of computers and the Windows operating system
- Completion of the Varian Eclipse 101 Basic Operations course
- Basic 3D planning knowledge

Customer Responsibilities:
- Must have a computer or device with internet access to view online content

Notes:
- This course does not cover system or MLC configuration, IMRT/RapidArc QA, or the physics and commissioning of any algorithms
- This entitlement includes system access for one user per licensed account
- Offer is valid for up to 18 months after installation of product
- Access to course content is valid for up to 90 days from initial access of the course on the VarianThink online platform
- Non-transferable to other users, products, and services and non-refundable

3.18 **INCL VT: EC101 Eclipse Basic Operations** 1

This Eclipse™ treatment planning system Basic Operations VarianThink e-learning offering is designed to provide clinical staff the knowledge and understanding required to effectively operate the Eclipse software. This course will teach basic planning operations of Eclipse. The students will become familiar with importing images, contouring, 3D treatment planning and preparing a plan for treatment.

Features:
- Topics covered include:
  - System operations
  - System administration
  - Navigating Eclipse
  - Managing DICOM Data and Filters
  - Contouring
  - Segmentation Wizard
  - Image Registration
  - External Beam Planning Operations
  - 3D Treatment Planning
  - Plan Evaluation and Preparing a Plan for Treatment
- Training Type: e-learning modules via the VarianThink™ online platform

Prerequisites:
- Basic knowledge of computers and the Windows operating system
- Basic dosimetry Knowledge

Customer Responsibilities:
- Must have a computer or device with internet access to view online content

Notes:
- This entitlement includes system access for one user per licensed account
- Offer is valid for up to 18 months after installation of product
- Access to course content is valid for up to 90 days from initial access of the course on the VarianThink online platform
- Non-transferable to other users, products, and services and non-refundable

3.19 **Non-Clinical RapidArc Planning** 1

Non-Clinical Eclipse™ RapidArc® Planning supports dynamic arc treatments produced through volumetric dose optimization to generate intensity modulated dose distributions in optimized arcs.

Features:
- Non-Clinical RapidArc Planning for one (1) user

Prerequisites:
- Eclipse T-Box Software Package or Eclipse Educational/Research SFW Package

3.20 **Eclipse Over Citrix** 1

The Eclipse Over Citrix license enables traceability of the Eclipse applications installed in to a Citrix farm.

Item	Description	
	Notes: • Only 1 'Eclipse Over Citrix' license is required per Citrix Farm where the Eclipse applications are installed.	

3.21	**INCL VT: Portal Dosimetry E-learning**
	This Portal Dosimetry e-learning offering is designed to provide physics staff the knowledge and understanding required to effectively commission, calibrate, and operate the Portal Dosimetry system.
	Features:
	• Topics covered include:
	  • Review of the hardware and software
	  • Calibration and commissioning
	  • Acquisition and analysis of Portal Dose images
	• Type and Location: e-learning modules via the VarianThink™ online platform
	Prerequisites:
	• Basic knowledge of computers and the Windows operating system
	• Must have a medical physicist education
	• Completion of the Varian Eclipse Physics course
	• Must have clinical IMRT experience
	Customer Responsibilities:
	• Must have a computer or device with internet access to view online content
	Notes:
	• This entitlement includes system access for one user per licensed account
	• Offer is valid for up to 18 months after installation of product
	• Access to course content is valid for up to 90 days from initial access of the course on the VarianThink™ online platform
	• Non-transferable to other users, products and services and non-refundable
		1

3.22	**Non-Clinical Acuros External Beam** Acuros® External Beam (Acuros XB) is a photon algorithm that provides dose calculation with the equivalent accuracy as the Monte Carlo algorithm. **Features:** • Non-Clinical Acuros XB algorithm **Prerequisites:** • Non-Clinical T-Box Software Package or Non-Clinical Educational/Research Software Package **Notes:** • GPU dose calculation support	1
3.23	**Non-Clinical Portal Dosimetry Package** Non-Clinical Portal Dosimetry provides the capability to perform pre-treatment Intensity Modulated Radiation Therapy (IMRT) or RapidArc® QA using the PortalVision electronic imager. **Features:** • Non-Clinical Eclipse™ portal dose calculation for one (1) user • Non-Clinical Portal dosimetry review for one (1) user **Prerequisites:** • Eclipse T-Box Software Package or Eclipse Educational/Research SFW Package • Non-Clinical RapidArc planning for RapidArc portal dosimetry	1
4.0	Enterprise Solutions	

4.1	**Pre-Designed Configuration**
	A Varian implementation consultant will work with your clinical and operations teams to establish enterprise goals and build, configure and set-up your ARIA ® environment, utilizing a pre-designed configuration for a single database/facility.
	Scope of Work:
	• The Pre-designed configuration scope of work to include:
	  • User groups and user rights,
	  • Activity categories,
	  • Appointment names,
	  • Task names,
	  • Document template naming,
	  • Standardized questionnaires with use of data tags,
	  • Care Paths,
		1

Item	Description

- Encounters,
- Toxicities,
- Journal note types,
- Infection lists and
- Clinical decision supports

- Consultant guidance:
  - Assessment of current workflow and identification of modifications
  - Configuration build
  - Education and communication
  - Pre-go-live and go-live support
- This is for a single database

Prerequisites:

- ARIA OIS for RO v15.5 or higher
  - If QPP and Quality Measures reporting provided via ARIA OIS utilizing RO/ARIA Cloud CQM, v16.1 or higher

Customer Responsibilities:

- Knowledge of ARIA OIS Data Admin
- Access to Varian ARIA OIS for RO (User Home and Data Admin)
- QPP-MIPS attestation and Quality Measures reporting
- Data validation and acceptance

5.0 Advantage Credits

5.1 **Advantage Contract Credits**

Advantage Credits can be utilized for Varian's Professional Services, such as on-site applications training, education, consulting (in applicable regions), and third-party services including clinical schools that are purchased through Varian. For further details, please reference the attached Terms and Conditions.

Notes:

- Offer is valid for 24 months after purchase

5.2 **Product Apps Sp ARIA RadONC (per hour)** 72.0

(Qty : 72, Credit per Qty : 1.0)
Additional ARIA Radiation Oncology onsite training is available for previously trained Varian products. Sold and delivered by hours.

6.0 Interoperability

6.1 **ARIA Connect for ARIA RO** 1

ARIA Connect for ARIA Oncology Information System (OIS) for Radiation Oncology (RO) manages messages and interfaces to external hospital or clinic systems, billing systems and/or integration engines. It matches, filters, and/or manipulates messages based on configurable logic to support clinical business rules. Also, it transfers inbound data messages into the ARIA database.

Features:

- The ARIA Connect engine supports standard HL7 messaging, conforming to HL7 versions 2.2, 2.3, 2.4 and 2.5.1 Schema (2.7).
- The ARIA Connect engine also supports custom interfaces.

Prerequisites:

- ARIA RO v13.6 and higher;

Item	Description

- ARIA Connect - compatible server hardware (for a detailed description of hardware requirements, please refer to: www.varian.com/hardwarespecs);
- HL7 compliant third party systems (i.e. HIS, Billing, Labs or other systems).

Notes:

- All the systems to be interfaced must reside on the same network as the ARIA Connect engine server and Oncology Information System server(s), or have networking capability;
- The user cannot install any third party software on the ARIA Connect engine server or the Oncology Information System database server(s).
- Varian's Smart Connect is required to allow for remote access for installation, updates, upgrades, monitoring, and service support. Note: sites not allowing remote connection must purchase additional on-site service and configuration with their interfaces; and
- All interfaces must be quoted in addition to this line item, in accordance with the needs of the customer; and

Customer Responsibilities:

- The customer must have the ability to filter out non-oncology patient messages when required;
- The prices do not include any additional hardware, software (such as HL7 interfaces) or changes required to the other 3rd party systems, consulting services required from any other 3rd party, or any changes that may be required to any Varian software. It is the customer's responsibility to determine any and all additional costs from the other vendors;
- Customer participation is required in every interface project. Participation could be but is not limited to assisting in analyzing data, reviewing and signing off specifications, resolve data flow issues, reviewing and signing off test results. In addition, when required, the customer will also be responsible for getting participation from the other vendors;
- After the interface(s) are implemented, customer must a) monitor the interface log on an ongoing, regular basis, and b) test the interface(s) when new releases of the software are installed. Up to two hours of training on monitoring the interface log(s) is included with this item;
- The customer is responsible for providing a LAN and WAN network with sufficient capacity to support the traffic between the Oncology Information System database server(s) and the ARIA Connect engine and the third party systems interfaced; and
- The customer is responsible for providing a secure high speed internet connection to allow access for remote for installations, upgrades, monitoring, and service support via Varian's Smart Connect. Customers who choose to not provide remote access must purchase additional on-site installation and configuration services.

6.2 **ARIA Connect for ARIA OIS -- Demographics IN** 1

This interface processes inbound patient demographic data (HL7 ADT) from an HL7-compliant system into the ARIA Oncology Information System (OIS). As new patients are added or existing patient demographic information changes in a 3rd party system, an HL7 ADT message is generated. This message is then sent to the ARIA Connect Interface Engine, processed, and the demographic information is updated in the ARIA database.

Features:

- Auto-insert patient records into ARIA with no human interaction required
- Filler or process messages based on a variety of HL7 fields
- Keeps patient status, addresses, next of kin and other demographic information up to date

Item	Description

- Health (status) monitoring of interfaces

Prerequisites:
- ARIA Connect for ARIA OIS
- ARIA Oncology Information System (OIS) for Radiation Oncology (RO) or ARIA OIS v18 or higher.

Customer Responsibilities:
- Dedicated server environment for ARIA Connect, as defined on www.varian.com/hardwarespecs
- Compliance with specifications outlined in the ARIA Connect Interface Specification documents found on www.myvarian.com
- 3rd party connectivity with other vendors
- Customer will make its site available to Varian personnel to install the software interface (the "Interface") no later than eighteen months (18) after the date of purchase (the "Interface Installation Period"). Customer will be deemed to have accepted the Interface after the Interface Installation Period if (i) Customer does not permit Varian to install the Interface within such time frame and (ii) Varian delivers to Customer the Interface electronically or physically. After the Interface Installation Period, Varian's obligation to install the Interface within such time frame will end; provided, that Customer may contact Varian when Customer is prepared to have the Interface installed. Customer shall not permit a third party to install the Interface without Varian's prior written consent.
- Participation is required in every interface project. Participation could be but is not limited to assisting in analyzing data, reviewing and signing off specifications, resolve data flow issues, reviewing and signing off test results. In addition, when required, the customer will also be responsible for getting participation from the other vendors.

Notes:
- This includes consulting, the creation of detailed specifications, configuration and testing of sample data, and implementation of a basic version of this interface.

6.3 **ARIA Connect for ARIA OIS -- Billing OUT** 1

This interface delivers clinical activity information from the ARIA Oncology Information System (OIS) to one external billing system compatible with HL7 DFT. ARIA generates charge-related information in response to daily activities performed by the staff. Once this information is approved in ARIA, ARIA Connect will gather the data and send out HL7 DFT messages to the billing system at predefined scheduled times.

Features:
- Billing runs can be scheduled at any time
- Billing interfaces can be configured to select professional, technical, and global charge types
- Billing runs can be configured to select charges for specific hospitals and departments
- Billing runs can be configured to send charges and / or credits
- Multiple billing interfaces can run concurrently
- Health (status) monitoring of interfaces is possible
- Includes interface engine license

Prerequisites:
- ARIA Connect for ARIA OIS
- ARIA Oncology Information System (OIS) for Radiation Oncology (RO) or ARIA OIS v18 or higher.

Customer Responsibilities:
- Dedicated server environment for ARIA Connect, as defined on www.varian.com/hardwarespecs
- Compliance with specifications outlined in the ARIA Connect Interface Specification documents found on www.myvarian.com
- 3rd party connectivity with other vendors
- Customer will make its site available to Varian personnel to install the software interface (the "Interface") no later than eighteen months (18) after the date of purchase (the "Interface Installation Period"). Customer will be deemed to have accepted the Interface after the Interface Installation Period if (i) Customer does not permit Varian to install the Interface within such time frame and (ii) Varian delivers to Customer the Interface electronically or physically. After the Interface Installation Period, Varian's obligation to install the Interface within such time frame will end; provided, that Customer may contact Varian when Customer is prepared to have the Interface installed. Customer shall not permit a third party to install the Interface without Varian's prior written consent.
- Participation is required in every interface project. Participation could be but is not limited to assisting in analyzing data, reviewing and signing off specifications, resolve data flow issues, reviewing and signing off test results. In addition, when required, the customer will also be responsible for getting participation from the other vendors

Notes:
- This includes consulting, the creation of detailed specifications, mapping of billing codes, configuration and testing of sample data, and implementation of a basic version of this interface. Up to 32 hours of configuration labor are included as a maximum implementation effort.
- ARIA Connect can support many billing interfaces concurrently, but each billing system requires the purchase of its own interface
- ARIA Connect can export billing codes that are configured as exportable in ARIA Data Administration

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Item	Description	
7.0	Commissioning	
7.1	**AOS1a Comm Preconf 5X no SRS cones**	1

Comprehensive Eclipse® Data Set Collection for validation of Pre-Configured Models up to five (5) photon energies. AOS will commission up to three (3) standard and two (2) FFF X-ray energies and up to six (6) electron energies. The service will take an estimated three (3) calendar days.

Features:

- All Eclipse required photon percent depth dose, profile, and output factor measurements for comparison with Varian Representative Beam data
- All Eclipse required electron percent depth dose, air profile and applicator factor measurements for comparison with Varian Representative Beam data
- Small field measurements down to 1x1 for validation
- Eclipse modeling using preconfigured models with Varian Representative Beam data or customer equivalent machine models
- Enhanced Dynamic Wedges verification for various angles
- MLC measurements of MLC transmission and dosimetric leaf gap (DLG)
- Gamma analysis of measured vs Varian Representative Beam data
- Gamma analysis of measured vs Eclipse calculated data
- Absolute dose measurement for comparison to TPS calculation
- RapidArc® commissioning
- TG51 reference calibration
- If applicable: Portal Dosimetry commissioning with preconfigured models
- IMRT and VMAT optimization
- Eclipse beam model configuration
    - Verify console configuration for the linac is setup properly in Eclipse. Import the console configuration if necessary
    - Utilizing Representative or preconfigured beam data, configure beam models for each energy. This will include AAA, AcurosXB® and optimizer models for x-rays and eMC for electrons
    - Creation and calculation of test plans for model validation
    - Complete sample EDW and RapidArc plans
    - Backup machine configuration and Eclipse beam data
- Absolute dose calibration check
    - Absolute dose calibration check of linac using the AAPM TG51 protocol for reference only as customer's physicist must do the final absolute dose calibration of the linac.
    - Customer physicist will specify the calibration geometry including SSD, depth at which 1MU=1cGy, and reference field size/applicator
- Data book and Commissioning report

Customer Responsibilities:

- Acceptance of accelerator and Eclipse machines must occur before commissioning can begin
- Full access 24/7 to the accelerator, accessories, and the control room
- Secured internet access
- Access to network computers, as well as ARIA®/Eclipse with administrator privileges
- Customer site physicist must be present for deliverables and approvals

Notes:

- This service does not include commissioning for Hard Wedge
- This service does not include commissioning for SRS cones
- This service does not include clinical implementation
- This service does not include general configuration of ARIA/Eclipse, connectivity, image or data transfer, tolerance tables, user rights, and CT calibration

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Summary of Advantage Contract Credits Quoted Above

Section 5.0

Year 1 Total	72.0
Total Credits	72.0

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Sales Price Table

Sales Total	US $3,888,844.00
Quotation Total	US $3,888,844.00

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NON-CLINICAL Use Certification Statement

I certify that the Eclipse T-Box will be used NON-CLINICALLY. On behalf of myself and my institution (as titled the same as "**Customer**" in the Varian Quotation) (defined in this Statement as "**Institution**"), I understand, certify and agree that:

1. The Eclipse T-Box is not intended for clinical use (developing or administering therapy on humans);
2. Any clinical use of the Eclipse T-Box could lead to physical harm or death of patients;
3. The Eclipse T-Box will be used as a standalone system and will not be linked with a linear accelerator (i.e. "**Varian Clinac®**");
4. The Eclipse T-Box's data, database, and other statistical output will consist of inactive patient information for non-clinical testing purposes ONLY;
5. I am responsible for making sure that the Eclipse T-Box, including but not limited to the database of inactive patient information, are disabled from use in conjunction with the treatment of a patient or for use on a linear accelerator (i.e. "**Varian Clinac**");
6. I will personally ensure that the correct safety steps are taken to ensure 1-5 is achieved and, in my absence, will notify Varian of the individual within my institution who accepts this responsibility in my stead;
7. There is no interlock or other automatic or fail safe mechanism to prevent use of the Eclipse T-Box clinically, or to prevent personnel at the facility from incorrectly treating patients using the Eclipse T-Box's data;
8. My Institution shall be solely responsible for any clinical use of the Evaluation Tools and indemnifies and holds harmless Varian Medical Systems of the same; and
9. In the event of clinical use of the Evaluation Tools, I will immediately: 1) notify Varian Medical Systems Inc. (Varian HelpDesk) and 2) take all possible steps to discontinue clinical use of the Eclipse T-Box.

PCSN(s)#: _____

I hereby certify to the above statement on behalf of myself and the Institution on

_____(month) _____(day) _____(year). Initials _____

Name: _____

Institution Name: _____

Address: _____

City, State, Zip & Country: _____

Varian ePrescribing for ARIA®
Software License Agreement

(June 8, 2023)

This Varian e-Prescribing for ARIA® Software License Agreement is entered and agreed by Varian Medical Systems, Inc. of Palo Alto, California ("**Varian**") and the customer, the name and address of which appear at the end of this document in the signature block ("**Customer**") effective as of the date of the last signature on the signature lines at the end of this document (this "**EP Agreement**").

I. INTRODUCTION

WHEREAS, third party Surescripts, LLC ("**Surescripts**") is the sole entity in the United States authorized by the government to provide electronic prescription ("**ePrescription**") services to product manufacturers for use by their customers and by their customers' end users who write prescriptions.

AND WHEREAS, Varian was required to enter an agreement with Surescripts so that it could provide ePrescribing capabilities to Varian's customers in Varian's ePrescribing for ARIA and any future releases of such software regardless of their name or branding ("**ePrescribing Software Product**");

AND WHEREAS, Surescripts has certified the ePrescribing Software Product for ePrescription use.

AND WHEREAS, Customer desires to license the ePrescribing Software Product for ePrescription use in the United States;

AND WHEREAS, Customer understands that it must comply with Surescript's requirements in order to utilize ePrescribing capabilities within the United States;

AND WHEREAS, Customer and Varian understand and agree that this EP Agreement shall apply solely to the ePrescribing Software Product and to no other product or service provided by Varian to Customer;

AND WHEREAS, Customer and Varian understand and agree that the ePrescribing Software Product shall also be governed by Varian's terms and conditions as referenced in Section M.2. below;

NOW THEREFOR, Varian and Customer agree as follows:

II. TERMS AND CONDITIONS FOR USE OF THE E-PRESCRIBING SOFTWARE PRODUCT

A. DEFINITIONS

"**Applicable Law**" means any and all applicable federal, state, local, common law, rules, regulations, directives, and guidelines, including but not limited to HIPAA and related regulations; the Health Information Technology for Economic and Clinical Health Act ("**HITECH**"); the Quality Payment Program; and related regulations; the Anti-Kickback provisions of the Social Security Act and related regulations; the federal Physician Self-Referral Prohibition provisions of the Social Security Act and related regulations; and state and federal pharmacy laws and regulations.

"**End User**" means a physician or other health care provider employed by, under contract with or performing health care services on behalf of Customer and which individual physician or health care provider is duly licensed or registered with the appropriate Governmental authority to issue prescription orders, and who has been provided instruction by Customer in accordance with the terms and conditions of this EP Agreement regarding the transmission of Prescription Routing message through the ePrescribing Software Product and the Surescripts Network.

"**Government**" or "**Governmental**" shall mean any local, state, or federal governmental authority.

"**Prescription Routing**" means the transmission of an electronic prescription representation, in the format and with the content required for processing through the Surescripts Network, of (i) a prescription order issued by a duly licensed practitioner (such as a physician, nurse practitioner, or physician's assistant), (ii) a request for a refill order issued by a pharmacy, (iii) any other message type supported by the NCPDP SCRIPT standard, or (iv) other message types only as determined by Varian.

"**Surescripts**" means Surescripts, LLC, a Delaware limited liability company and owner of the Surescripts Network.

"**Surescripts Contracted Parties**" means any party with which Surescripts has contracted to provide data to and/or from users of the Surescripts Network via Prescription Routing. Surescripts Contracted Parties include, but are not limited to, pharmacies.

"**Surescripts Network**" means the proprietary Surescripts technology for Prescription Routing.

B. AUTHORITY OF CUSTOMER AND END USERS

Customer represents and warrants that it is a hospital, clinic, medical practice, and/or other licensed healthcare facility or healthcare group from which and/or on behalf of which End Users will be provided access to the Surescripts Network through the ePrescribing Product. Customer understands that its right to access the ePrescribing Software Product is conditioned on its agreement to abide by, and require all of its End Users to abide by, all of the terms and conditions in this EP Agreement. Customer will ensure that all access to the ePrescribing Software Product by both it and its End Users will be in full compliance with this EP Agreement. Customer shall act in a manner consistent with this EP Agreement and all Applicable Laws now or hereafter imposed and Customer will require its End Users to agree to do so as well. Customer agrees that it will only designate an End User as an authorized user of the ePrescribing Software Product after first: (i) confirming that he or she meets the definition of an End User as defined above by obtaining a written certification from each End User to that effect; and (ii) entering into a written agreement with each End User binding him or her to terms and conditions consistent with those contained in this EP Agreement. Customer hereby certifies that all of its End Users will have entered into such agreement and will have provided certification of their status as an End User prior to accessing the ePrescribing Software Product.

C. ACCESS TO THE SURESCRIPTS NETWORK THROUGH THE VARIAN ePRESCRIBING SOLUTION

1. Varian agrees to provide Customer with the ePrescribing Software Product in accordance with the terms and conditions set forth in this EP Agreement. Unless otherwise set forth in this EP

Agreement, Varian will not be required to provide, and Customer will be solely responsible for, any equipment, devices, Internet access or telecommunication services required or necessary for Customer's (or any End User's) utilization of the ePrescribing Software Product. Notwithstanding anything to the contrary in this EP Agreement, Customer shall have the right to use the ePrescribing Software Product pursuant to the terms of this EP Agreement with respect to any End User, but Customer shall not be required to use the ePrescribing Software Product or to make it available to any particular End User.

2. Customer must obtain Varian's authorization for each specific site from which the ePrescribing Software Product will be accessed and Customer will provide information (including all relevant demographic information) about each such site in the format required by Varian. Customer must identify an administrator or similar person who must obtain any applicable training and assume responsibility for the accuracy and integrity of the data provided to Varian. Customer will provide first-line support for its End Users with regard to the ePrescribing Software Product and designate a primary point of contact for escalating all support issues to Varian. Customer will ensure that all End Users are properly registered and authorized before accessing the ePrescribing Software Product. Varian will provide periodic notification to Customer of updates to the ePrescribing Software Product and Customer will ensure that that information is available to its End Users, as appropriate.

3. Customer acknowledges and agrees that the pharmacies, benefits providers, and other Surescripts Contracted Parties participating in the Surescripts Network ("**Network Participants**") are subject to change without notice at any time. Varian makes no representations or warranties about the number or identity of Network Participants, even if any Network Participant participates in the Surescripts Network with other technology solution providers, other prescribers, or otherwise.

D. TERM AND TERMINATION

1. Customer may use the ePrescribing Software Product as set forth in this EP Agreement. Varian reserves the right to terminate Customer's license to use the ePrescribing Software Product upon thirty (30) days prior written notice, with or without cause.

2. Notwithstanding the foregoing or anything to the contrary in this EP Agreement, Varian may terminate this EP Agreement and/or may immediately require that the Customer terminate use of the ePrescribing Software Product: (i) twenty (20) days after notice of material breach of this EP Agreement when that breach remains uncured at that time; (ii) by any End User, if required to do so by Surescripts, based on Surescripts' determination that sufficient evidence establishes that that individual End User is not duly licensed or authorized to issue prescription orders; or (iii) by any End User, if required to do so by Surescripts, based on Surescripts' determination that sufficient evidence establishes that that End User otherwise acted in a manner that would constitute a material breach of this EP Agreement, if that action had been taken by the Customer. In the event of a dispute as to whether sufficient evidence exists to terminate use of the ePrescribing Software Product by Customer or an End User pursuant to the preceding sentence, Customer may send a written notice to Varian that must be received by Varian within three (3) days of the date Customer received notice from Varian of Surescripts' determination to terminate an End User or Customer pursuant to the preceding sentence, requesting that Varian institute dispute resolution procedures with Surescripts under Varian's agreement with Surescripts to resolve the dispute at Customer's reasonable expense. Customer understands and agrees that Varian has no ability to provide ePrescribing services independent of Surescripts and that the result of the dispute resolution procedures between Varian and Surescripts will be final and binding. If undisputed, Varian may deliver a written notice of the breach or violation to the Customer, and the termination of the End User's rights

shall take effect two (2) days thereafter. The parties to this EP Agreement may agree to terminate this EP Agreement upon mutual consent at any time.

E. AUDIT RIGHTS

At its own expense, Varian may perform audits of Customer as Varian reasonably deems appropriate to ensure compliance by Customer with the terms and conditions of this EP Agreement. These audits may include, but are not limited to, usage by Customer and its End Users of appropriate versions of the ePrescribing Software Product; provided that (i) Varian will not audit Customer more than once per calendar year, and (ii) all Varian audits shall be conducted during the regular business hours of Customer and in a manner designed to minimize any disruption to Customer's business. Notwithstanding the foregoing, in the event that Varian determines that Customer has not complied with the terms and conditions of this EP Agreement as a result of an audit, Varian may conduct another audit between sixty (60) and ninety (90) days later to ensure that Customer has come into compliance.

F. ELIGIBLE VERSIONS; RESTRICTIONS ON USE AND ACCESS

1. Customer understands that the ePrescribing Software Product provides access to the Surescripts Network. Customer may access the ePrescribing Software Product only on behalf of its End Users. Customer and its End Users must use only the version(s) of the ePrescribing Software Product that Varian indicates have been certified by Surescripts and which have not been decertified by Surescripts. Customer and its End Users may use a version of the ePrescribing Software Product before it is certified, if the prior version utilized was certified and had not been decertified. This EP Agreement does not cover, and Varian is not in any way responsible for, access to the Surescripts Network by Customer or End Users outside of the ePrescribing Software Product pursuant to this EP Agreement. Notwithstanding anything in this EP Agreement to the contrary, Varian retains the right to notify Customer in writing that a version of the ePrescribing Software Product is no longer available for use due to decertification by Surescripts or otherwise at any time and Customer must then cease all use of that software version by Customer and its End Users immediately. Further, Varian may suspend or terminate the use of the Surescripts Network on behalf of Customers and its End Users if they are using a version of the ePrescribing Software Product that is not then currently certified by Surescripts.

2. Customer shall not: (i) use or allow use of the ePrescribing Software Product or the Surescripts Network in any manner which would allow the general public access to it; (ii) authorize any use of the ePrescribing Software Product or the Surescripts Network for the benefit of any person or entity who or that is not an End User; or (iii) use or allow use of the ePrescribing Software Product or the Surescripts Network for any purpose other than for Prescription Routing. Customer shall be responsible for causing its End Users to agree in writing with the foregoing.

3. The following shall be referred to as the "**Commercial Messaging Rules**." Neither Customer nor Customers' End Users shall use any means, program, or device, including, but not limited to, advertising, instant messaging, and/or pop up ads (collectively, "**MPD**"), nor permit any other person to use any MPD in order to influence or attempt to influence, through economic incentives or otherwise, the Prescribing Decision (as defined below), of a prescriber at the Point Of Care (also as defined below), if: (i) that MPD is triggered by, initiated by, or is in specific response to, the input, selection, and/or act of a prescriber or his/her agent prescribing a pharmaceutical or selecting a pharmacy for a patient; and (ii) that prescription will be delivered *via* the Surescripts Network. "**Prescribing Decision**" means a prescriber's decision to prescribe a certain pharmaceutical or direct the patient to a certain pharmacy. "**Point Of Care**" shall

mean the time that a prescriber or his/her agent is in the act of prescribing a pharmaceutical for a patient. Customer will require End Users to agree to comply with the provisions of this Section through a written agreement between a Customer and each of its End Users. Notwithstanding the above, Customer or End Users may: (A) show information regarding a payer's formulary and benefit plan design, including patient lowest cost options, on/off tier, prior authorization, step therapy, coverage status and co-pay information; and/or (B) deliver or have delivered to End Users clinical alerts that are sourced from payers and/or are attributed to generally recognized and reputable sources providing clinical information to the prescriber, even if, in the event of either (A) or (B), that information influences the patient or prescriber's choice of pharmacy or other Prescribing Decisions. In addition, in the event of either (A) or (B) above, Customer must: (i) allow the End User to access all pharmaceuticals known through generally available sources used in the industry, and all pharmacies, including all retail and mail service pharmacy options available; and (ii) not preclude a physician or patient from selecting any particular pharmacy or pharmaceutical. Any custom lists created and maintained by an End User within the ePrescribing Software Product, including but not limited to: (i) an End User's most often prescribed medication lists; (ii) an End User's most often used pharmacy list; and (iii) an End User's most often used SIGs (*i.e.,* instructions for the use of medications), would not be considered a violation of this Section. Any violation of this Section shall be deemed a material breach of this EP Agreement, and Varian shall have a right of termination.

4. Customer hereby irrevocably grants to Varian the right to transmit all directory and related information requested or required by Surescripts relating to Customer and/or End Users ("**Information**"). Customer will require that all End Users agree to this use of Information in a written agreement with Customer. Notwithstanding anything in this EP Agreement to the contrary, Customer acknowledges that Surescripts possesses rights to use all information relating to Customer and End Users within the Surescripts Network, whether provided by Varian, Customer or otherwise, including all root, identity, and location-related information, but solely for purposes of fulfilling Surescripts' obligations under its EP Agreement with Varian and subject to Applicable Law.

G. <u>DATA USE</u>:

1. Customer hereby authorizes Varian and Surescripts to disclose information received from Customer or End Users for the purpose of (and only to the extent necessary for) operating Varian's or Surescripts business and providing the services described in this EP Agreement, but only in accordance with all Applicable Laws, or pursuant to a valid order issued by a duly authorized court or Government authority. In no event will Varian or Surescripts sell or in any other way use data transmitted by Customers or End Users through the ePrescribing Software Product or the Surescripts Network for any commercial or other purpose not stated in this EP Agreement, nor will it permit the sale of any Customer and/or End User Information or data by any third party.

2. Customer hereby authorizes Varian and Surescripts to utilize, transfer, or disclose aggregated information, including, but not limited to, summary statistics, which has been de-identified in accordance with 45 C.F. R. § 164.514 such that it does not identify an individual and cannot be used to identify an individual, Customer or any End User for any purpose ("**Aggregated Data**"). Except for disclosure to Surescripts in connection with providing the ePrescribing Software Product, Varian will not sell or in any other way provide Aggregated Data to any third party for any commercial or other purpose not stated in this EP Agreement, nor will it permit the sale of any Aggregated Data by any third party.

3. Contemporaneously with the execution of this EP Agreement, the parties shall enter into, or have entered into, a HIPAA Business Associate EP Agreement.

4. Varian acknowledges and agrees that any uses by Varian of Prescription Routing data transmitted under this EP Agreement (or any rights claimed by Varian in that data) shall arise solely from this EP Agreement with Customer and from applicable patient consents or authorizations between patients and Customer and/or End Users, as applicable.

5. Customer acknowledges and agrees that any uses by Customer of Prescription Routing data transmitted under this EP Agreement (or any rights claimed by Customer or its licensors in such data) shall arise solely from Customer's written contracts with End Users and applicable patient consents or authorizations. Subject to the foregoing, Customer shall not use or disclose information received from Varian or Surescripts for any purpose other than transmitting that information to the designated End User, Varian and/or Surescripts.

H. WARRANTY DISCLAIMERS

1. The ePrescribing Software Product and the Surescripts Network is provided "as is" and without warranties. Varian does not warrant that the ePrescribing Software Product or the Surescripts Network will meet Customer's requirements or that they will operate without interruption or be error free.

2. Varian shall use due care in processing all message transmissions submitted to it by Customer and agrees that it will, at its expense, use commercially reasonable efforts to correct, as promptly as practicable, any errors to the extent that those errors are due to the malfunction of Varian computers, operating systems, or programs, or by the errors of Varian employees or agents. Correction shall be limited to identifying errors and retransmitting the message or messages affected by errors of that kind. Varian shall not be responsible in any manner for errors or failures of proprietary systems and programs of third parties, nor shall Varian be liable for errors or failures of Customer's software or operational systems not caused by Varian. Should there be any failure in performance or errors or omissions with respect to the information being transmitted, Varian's sole responsibility and Customer's exclusive remedy shall be for Varian to use commercially reasonable efforts to correct that failure in performance or errors or omissions. THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, AND CUSTOMER HEREBY WAIVES ALL OTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE. Customer shall make no representations or warranties regarding the ePrescribing Software Product or the Surescripts Network that are inconsistent with the representations and warranties provided by Varian under this EP Agreement.

I. FORCE MAJEURE

Varian shall not be liable for failure to provide the ePrescribing Software Product to the extent that that failure is due to any cause or condition beyond its reasonable control. Causes or conditions of this nature shall include, but shall not be limited to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, electrical power failures, telecommunication or Internet backbone outages, failure of Customer's Internet access provider or other similar causes beyond Varian's control, and Varian shall have no liability for losses, expenses or damages, ordinary, special or consequential, resulting directly or indirectly from causes of this nature. If Varian's failure to provide the ePrescribing Software Product is caused by the

default of its subcontractor, and if that default arises out of causes beyond the control of both Varian and its subcontractor, then Varian shall not be liable unless the supplies or services to be furnished by its subcontractor were obtainable from other sources in sufficient time to permit Varian to fulfill its obligations under this EP Agreement.

J. INDEMNITY

1. Except to the extent arising solely from the gross negligence or willful misconduct of Varian as determined by a trier of fact, and subject to the limitations set forth below, Customer shall indemnify and save Varian and its licensors harmless from and against any and all loss, damage, or expense (or claims of damage or liability) asserted against Varian by third parties and arising directly out of:

(a) any breach of this EP Agreement by Customer;

(b) any loss of connectivity to the Surescripts Network due to the following, (i) acts or omissions of Customer inconsistent with the terms and conditions of this EP Agreement, (ii) incorrect information provided to Varian by Customer or End Users, or (iii) arising out of the use of that incorrect information when furnished by Varian to Customer, End Users or to other third persons at Customer's request; or

(c) any errors or omissions with respect to the prescription information transmitted by Customer to Varian.

2. Except to the extent arising solely from the gross negligence or willful misconduct of Customer as determined by a trier of fact, Varian shall indemnify and save harmless Customer from and against any and all loss, damage, or expense (or claims of damage or liability) asserted against Customer by third parties (including End Users, but excluding Surescripts) and arising out of:

(a) any breach of this EP Agreement by Varian, including but not limited to any breach of any representation or warranty by Varian contained in this Section;

(b) any violation of law or public policy (including, but not limited to, the Act, the Federal Anti-Kickback Statute codified at 42 U.S.C. 1320a-7b and 42 U.S.C. 1320a-7a(7) and similar state laws) caused by Varian or the use or operation of the ePrescribing Software Product;

(c) any loss of connectivity to the ePrescribing Software Product due to acts or omissions of Varian inconsistent with the terms and conditions of this EP Agreement; or

(d) any errors or omissions with respect to the prescription information transmitted by Varian to Surescripts, so long as the alleged error or omission did not exist at the time the prescription information was received by Varian from Customer as determined by a trier of fact.

K. LIMITATION OF LIABILITY

1. EXCEPT AS SPECIFICALLY SET FORTH IN THIS EP AGREEMENT, IN NO EVENT SHALL VARIAN OR SURESCRIPTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTIES (INCLUDING, BUT NOT LIMITED TO, END USERS) FOR ANY CLAIM, LOSS, OR DAMAGE, OR ANY SPECIAL OR CONSEQUENTIAL DAMAGES OR OTHERWISE, EVEN IF THAT PERSON OR PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL VARIAN BE LIABLE FOR ANY CLAIM, LOSS, LIABILITY, CORRECTION, COST, DAMAGE, OR EXPENSE CAUSED BY IT OR ITS LICENSORS' PERFORMANCE OR FAILURE TO PERFORM UNDER THIS EP AGREEMENT WHICH IS NOT REPORTED TO VARIAN WITHIN TWENTY (20) DAYS AFTER CUSTOMER FIRST BECAME AWARE, OR REASONABLY SHOULD HAVE BECOME AWARE, OF THAT FAILURE TO PERFORM.

2. The ePrescribing Software Product and the Surescripts Network are not intended to serve as a replacement for: (i) a written prescription where an electronic prescription is not approved as by the appropriate Governmental authorities or where that written prescription is required for record keeping purposes, or (ii) applicable prescription documentation. Use of the ePrescribing Software Product and the Surescripts Network is not a substitute for a health care provider's standard practice or professional judgment. Any decision with regard to the appropriateness of treatment, or the validity or reliability of information, is the sole responsibility of a patient's health care provider.

3. Neither party may institute an action in any form arising out of or in connection with this EP Agreement more than two (2) years after the cause of action has arises.

L. PROPRIETARY INFORMATION

Customer acknowledges that information about the ePrescribing Software Product and the Surescripts Network may be confidential and proprietary. All information of this nature may only be used for purposes consistent with this EP Agreement and is subject to the non-disclosure obligations set forth in the Terms and Conditions of Sale (Form RAD 1652) between the parties referenced on Customer's quotation.

M. GENERAL

1. Customer understands and agrees that this EP Agreement governs the ePrescribing Software Product, and no other product or service provided by Varian to Customer.

2. Customer understands and agrees that in addition to this EP Agreement, its license and use of the ePrescribing Software Product and related services are governed by Varian Terms and Conditions of Sale (Form RAD 1652) including any related exhibits, schedules, addenda, and other attachments, including the Professional Services Schedule and/or a separate Professional Services Agreement. In the event of any conflict or inconsistency between this EP Agreement and the terms of these or any other agreements between Varian and Customer, the terms and conditions of this EP Agreement shall prevail with respect to the ePrescribing Software Product, but not with respect to any other product or service provided by Varian.

VARIAN MEDICAL SYSTEMS, INC.

CUSTOMER
Name: _____
Address: _____
_____

_____
By: _____

Title: _____

Date: _____

_____
By: _____

Title: _____

Date: _____

VARIAN MEDICAL SYSTEMS, INC.

_____
By: _____

Title: _____

Date: _____

varian

Advantage Credits
Supplemental Terms and Conditions

(Form RAD 10442)

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

1. General

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

2. Expiration Schedule

Advantage Credits expire according to the following schedule:

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

3. Scopes of Work

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

4. Third Party Service Providers

4.1 Certain services are provided by and through third party service providers that are not affiliated with Varian, namely clinical schools and physics services (e.g. commissioning). Varian disclaims any warranty or performance obligations related to any third party service provider and will act solely as a pay agent, to collect fees for services from Customer and to pay fees for such services to the third party service provider. Customer has the final decision to purchase services through Varian third party service providers or to select another service provider outside of the Quotation and Varian does not make any recommendations to use third party service providers.

4.2 **Changes to Third Party Service Providers by Customer.** Customer shall have a one-time right to request in writing that a third party service provider be replaced with an alternate provider that is participating in the Program. If Varian, at its sole discretion, approves the request, Customer shall be subject to any related termination fees and additional costs incurred by Varian or the third party service provider and other terms and conditions indicated in the

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

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

5. Performance of Services

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

6. Service Offerings

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

varian
A Siemens Healthineers Company

Quotation Total

Quotation Total	US $3,888,844.00

DIVIDER II. PROPOSAL DESCRIPTION

DIVIDER II. PROPOSAL DESCRIPTION

Proposal description shall include documents which:

1. Provide a complete detailed project description, CON project number of the existing equipment (if prev. CON approved), and include the type/brand of both the existing equipment and the replacement equipment.

ANSWER: This project is to replace a linear accelerator in Northeast Regional Medical Center's outpatient oncology clinic located at 603 W Pierce St, Kirksville, MO 63501. Northeast Regional Medical Center had a linear accelerator in its outpatient oncology clinic as far back as 1998. This linear accelerator was used for many years before finally reaching its end of life during the COVID-19 pandemic in June 2022. Now that the COVID-19 pandemic has subsided, Northeast Regional Medical Center is moving forward with replacement of the linear accelerator with a Varian Vital Beam linear accelerator. The new linear accelerator will be located in the same location and vault of the prior linear accelerator.

2. Provide a listing with itemized costs of the medical equipment to be acquired and bid quotes.

ANSWER: The Applicant plans to replace its linear accelerator. The following quote was received from Varian:

TrueBeam HyperSight ARIA Eclipse	$3,888,844.00

3. Provide a timeline of events for the project, from CON issuance through project completion.

ANSWER: Applicant has the following projected timeline:

Certificate of Need Awarded	September 9, 2024
Complete Design	October 2024
Construction Start	October 2024
Construction Completion	March 2025
Radiation Oncology Program Reopens	April 7, 2025

DIVIDER III. SERVICE SPECIFIC CRITERIA AND STANDARDS

Divider III: SERVICE SPECIFIC CRITERIA AND STANDARDS:

1. Describe the financial rationale for the proposed replacement equipment.

ANSWER: The previous linear accelerator does not have functionality to provide treatment options appropriate to community needs and was at end of its useful life, necessitating its replacement.

2. Document if the existing equipment has exceeded its useful life.

ANSWER: The previous linear accelerator exceeded its useful life.

3. Describe the effect the replacement unit would have on quality of care.

ANSWER: Northeast Regional Medical Center's outpatient oncology clinic provided radiation oncology treatments for 24 years using the prior linear accelerator. When that linear accelerator reached the end of its useful life, patients began having to drive 90 minutes to Columbia, Missouri to receive radiation oncology treatments. Some diagnoses require up to 30 treatments, so the strain of radiation treatment in addition to the burdensome commute can weigh heavy on patients undergoing difficult treatment. Additionally, the retired linear accelerator could only treat a limited number of cancers. Patients with the following cancer diagnoses could not receive treatments in Kirksville: head, neck, prostate, cervical, endometrial, skin, or lung. The new linear accelerator will be able to treat these conditions and remove the burdensome commute that impacts current patients' quality of care. This will also double the number of patients the Applicant will able to treat in Kirksville because of the expanded number of cancers the new linear accelerator will be able to treat for patients.

Additionally, Applicant is also updating its comprehensive cancer center and, in collaboration with AT Still University, implementing a Cancer Education and Resource Center. This will further improve the quality of care for Applicant's patients in the Kirksville community.

4. Document if the existing equipment is in constant need of repair.

ANSWER: The previous linear accelerator was at end of life.

5. Document if the lease on the current unit has expired.

ANSWER: There is no current existing lease.

6. Describe the technological advances provided by the new unit.

ANSWER: The new linear accelerator will allow for the treatment of more cancers than the prior unit. It will also allow the Applicant to provide the CT simulation locally for its patients, rather than patients having to drive 90 minutes for the closest simulation process. The current unit is not functional.

7. Describe how patient satisfaction would be improved.

ANSWER: Patients will be able to get radiation oncology needs met in Kirksville; eliminating the need for the 90-minute drive to Columbia for multiple treatment sessions. The Applicant's prior practice was to send patients to a facility 90 minutes away for CT Simulation. The new equipment and updated processes will allow all treatment to occur in Kirksville, eliminating the burdensome drive for patients and increasing patient satisfaction.

8. Describe how patient outcomes would be improved.

ANSWER: The radiation oncology program will provide evidence-based care in collaboration with an established oncology partner, Missouri Cancer Associates. Attached as **Exhibit 4** is a letter from Missouri Cancer Associates. The new linear accelerator will provide the most up-to-date technology, allowing for an expansion of the types of cancer that the Applicant can treat locally. Additionally, eliminating the physical and financial stress of the prior commute will improve patient outcomes.

9. Describe what impact the new unit would have on utilization.

ANSWER: The Applicant projects the number of treatments performed with the new linear accelerator will double in frequency compared to the prior linear accelerator before it was retired. The Applicant could previously provide 6-8 visits per day, but the new linear accelerator will increase the number of possible visits to 14-16 visits per day.

10. Describe any new capabilities that the new unit would provide.

ANSWER: The retired linear accelerator was limited in the types of cancer that could be treated by the unit. Patients with the following cancer diagnoses could not receive treatments locally in Kirksville: head, neck, prostate, cervical, endometrial, skin, or lung. The new linear accelerator will be able to treat these cancers, which will effectively double the patients that the Applicant will be able to treat in Kirksville through both the increase in the number of visits possible per day but also the increase in the type of cancer patients that can be treated with the new linear accelerator.

11. By what percent will this replacement increase patient charges.

ANSWER: The Applicant does not anticipate an increase in patient charges with this project.

DIVIDER III. ATTACHMENTS

MISSOURI CANCER ASSOCIATES

There for you, every step of the way.

June 11, 2024

Patrick Avila, CEO
Northeast Regional Medical Center

Dear Mr. Avila,

I hope this letter finds you well. I am writing on behalf of Missouri Cancer Associates, a leading provider of cancer treatment in Missouri since 1982. Our organization is dedicated to delivering exceptional, patient-centered care through our comprehensive range of medical and radiation oncology, hematology, and urology services. With 26 providers and offices in Columbia and Kirksville, we have established ourselves as the premier cancer treatment center in Mid-Missouri.

We are aware of the replacement of the linear accelerator at the George Rae Cancer Center in Kirksville by Northeast Regional Medical Center. We are thrilled to learn about this initiative and are fully supportive of bringing radiation oncology services back to the community. As a well-established and respected provider in the field, we are committed to ensuring the availability of high-quality radiation oncology services to sustain a robust program in Kirksville.

Should your project come to fruition, we would be honored to collaborate with NRMC and contribute our expertise in radiation oncology. Our organization boasts a team of highly experienced physicians, and a steadfast commitment to quality patient care. By combining our resources and knowledge, we believe we can create a successful partnership that will greatly benefit the community of Kirksville and the surrounding area.

If you have any questions or require further information, please do not hesitate to reach out to us. We are excited about the possibilities this project holds and look forward to the opportunity to work together to enhance cancer treatment services in Kirksville.

Thank you for your attention to this matter.

Best regards,

Debbie Barnes
Executive Director

DIVIDER IV. FINANCIAL FEASIBILITY REVIEW CRITERIA & STANDARDS

DIVIDER IV. FINANCIAL FEASIBILITY REVIEW CRITERIA & STANDARDS:

1. Document that sufficient financing is available by providing a letter from a financial institution or an auditor's statement indicating that sufficient funds are available.

ANSWER: **Exhibit 5** is a letter from the Senior Vice President and Treasurer of CHSPSC, LLC, R. Gabriel Ottinger, indicating that Applicant has sufficient funds for this project.

2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) full years beyond project completion.

ANSWER: Attached as **Exhibit 6** is the Service-Specific Revenues and Expenses form.

3. Document how patient charges were derived.

ANSWER: The Applicant uses Medicare reimbursement as the key factor in developing charges so that the Applicant is consistent across the spectrum of payor contracts in the community.

4. Document responsiveness to the needs of the medically indigent.

ANSWER: The Applicant provides a Financial Assistance Program for patients without the means to pay for their care. For patients unable to meet the federal poverty threshold, the Applicant collaborates with the patient to establish a payment schedule if the patient chooses to establish a payment schedule. The policies are reviewed annually to adjust to Federal Poverty guidelines. Attached as **Exhibit 7** is the Applicant's Financial Assistance Policy.

DIVIDER IV. ATTACHMENTS

July 10, 2024

Alison Dorge
Program Coordinator, Certificate of Need
Department of Health and Senior Services
920 Wildwood Drive, PO Box 570
Jefferson City, MO 65109

Dear Alison,

Please consider this letter as confirmation that Northeast Regional Medical Center has in excess of $4,868,694 in unrestricted funds that would be readily available to assist in the completion of the project, if needed.

Please let me know if you need additional information.

Regards,

R. Gabriel Ottinger
Senior Vice President and Treasurer

COMMUNITY
HEALTH
SYSTEMS

4000 Meridian Boulevard
Franklin, TN 37067
Tel: (615) 465-7000

P.O. Box 689020
Franklin, TN 37068-9020

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: Northeast Regional Medical Center- **Project #:** 6126 HT

Historical Financial Data for Latest Three Full Years plus Projections Through Three Full Years Beyond Project Completion

Use an individual form for each affected service with a sufficient number of copies of this form to cover entire period, and fill in the years in the appropriate blanks.

	Year 1	Year 2	Year 3
Amount of Utilization:*	2,280	2,508	2,759
Revenue:			
Average Charge**	$4,122	$4,328	$4,544
Gross Revenue	$9,398,160	$10,854,624	$12,536,896
Revenue Deductions	7,215,464	8,438,035	9,867,754
Operating Revenue	2,182,696	2,416,589	2,669,142
Other Revenue	0	0	0
TOTAL REVENUE	**$2,182,696**	**$2,416,589**	**$2,669,142**
Expenses:			
Direct Expenses			
Salaries	212,097	240,306	272,267
Fees	703,439	794,397	897,136
Supplies	10,118	11,464	12,989
Other	345,648	387,817	435,131
TOTAL DIRECT	$1,271,302	$1,433,984	$1,617,523
Indirect Expenses			
Depreciation	0	0	0
Interest***	0	0	0
Rent/Lease	320,736	320,736	320,736
Overhead****	0	0	0
TOTAL INDIRECT	$320,736	$320,736	$320,736
TOTAL EXPENSES	**$1,592,038**	**$1,754,720**	**$1,938,259**
NET INCOME (LOSS):	**$590,658**	**$661,869**	**$730,883**

*Utilization will be measured in "patient days" for licensed beds, "procedures" for equipment, or other appropriate units of measure specific to the service affected.

**Indicate how the average charge/procedure was calculated.

***Only on long term debt, not construction.

****Indicate how overhead was calculated.

Close this Window (Hide)
Compare to Previous

Financial Assistance Policy

Version: 11
Publish Date: 02/09/2024

CHSPSC, LLC

Policy Title: Financial Assistance Policy		**Version: 11**
Category:	Patient Financial Services	
Sub Category:	Patient Access	
Audience:	All Employees	
Original Date:	3/31/2011	
Review/Revision Date:	6/20/2023	**Published Date:** 02/09/2024
References/Citations:		

Table of Contents

I. **Purpose**: To establish a framework and guidelines for providing financial assistance to qualifying patients with an effective and consistent method for identifying eligible patients and for administration and allocation.

II. **Scope:** This applies to CHSPSC, LLC and all CHSPSC, LLC affiliated facilities, including but not necessarily limited to Facilities and healthcare clinics, (each, a "Facility") that are not tax-exempt and, therefore, not subject to Section 501(r) of the Internal Revenue Code and the regulations promulgated thereunder (collectively, "501(r)").

III. **Responsibility:** Shared Services Center (SSC) VP, SSC Directors, Patient Access Director, and Facility Chief Financial Officer will be responsible for implementing this Policy. Each Facility will need to adapt applicable appendices to fall in line with this framework.

IV. **Policy:** CHSPSC, LLC Facilities are committed to treating all patients regardless of their ability to pay and to providing financial assistance to persons who have healthcare needs and are uninsured, underinsured, ineligible for a government program, or otherwise unable to pay for their medical care based on their individual financial situation. In accordance with the Emergency Medical Treatment and Labor Act (EMTALA), emergency and Medically Necessary Care will not be delayed or withheld based on a patient's

ability to pay. As a service to our community, CHSPSC, LLC Facilities participate in state and/or county indigent programs where applicable and offer financial assistance to our patients care received at our Facilities subject to meeting eligibility criteria established herein and in accordance with the Facility's specific policy and state requirements. No patient will be denied financial assistance due to his or her race, religion, national origin or any other basis prohibited by law.

If the state, county or hospital district where the Facility is located has specific guidelines for Financial Assistance, including Charity Care, the Facility should incorporate the state, county or district guidelines and use this policy to supplement any indigent care or other such patient program. The Facility should modify its Financial Assistance Policy to comply with these specific requirements or guidelines.

This Policy is intended to be the minimum standard requirement for CHSPSC, LLC, Facilities, and Affiliates.

V. **Definitions**:

A. Assets or Liquid Assets – Assets, outside of a patient's primary residence, that are capable of being converted to cash within one year. These include checking accounts, savings accounts (including flexible spending and health savings accounts), trust funds, certificates of deposit, bonds, marketable securities and other investments (excluding assets in retirement savings plans that may not be withdrawn without penalty (e.g., a 401(k)). Additionally, Assets include the liquidated value of luxury items, equity in recreational vehicles, boats, a second home, etc.

B. Asset Test – A substantive assessment of a patient's ability to pay based on eligible liquid or cash Assets in the categories included in the FAP Application.

C. Catastrophic Claim – An account with a patient responsibility balance of at least $50,000.00 after applying the Uninsured Discount or a partial Charity Care Discount.

D. Charity Care Discount – For Uninsured, a full or partial discount off gross charges for medical services available for eligible patients or patient guarantors with annualized individual or family incomes up to specified percentage of the Federal Poverty Level. For Insured, a full or partial discount off net charges for medical services available for eligible patients or patient guarantors with annualized individual or family incomes up to specified percentage of the Federal Poverty Level.

E. Emergency Services - Emergency Medical Conditions, as defined by Section 1867 of the Social Security Act (42 U.S.C. 1395dd), provided in an emergency room setting.

F. Federal Poverty Level – The Federal Poverty Level ("FPL") Guidelines uses income thresholds that vary by family size and composition to determine who is in poverty in the United States. It is updated periodically in the Federal Register by the United States Department of Health and Human Services under authority of United States Code, Title 42, Section 9902(2). Current FPL Guidelines can be found at http://aspe.hhs.gov/poverty-guidelines, and attached as **Appendix A**. Each Facility must update the FPL Guidelines for its Financial Assistance Program on an annual basis.

G. Financial Assistance – A reduction in the amount that the patient owes for medical services based on the patient's financial need determined by the provisions of this Policy. This reduction is generally determined as a percentage of gross or net charges.

H. Financial Assistance Program or "FAP" – As detailed herein, a program developed to identify and measure a patient's eligibility for either free or discounted Financial Assistance based on financial need and to outline the practice for allocating Financial Assistance in a consistent and efficient manner. Discounts offered under the Facility's Financial Assistance Program may include the Charity Care Discount, the Uninsured Discount, and the Catastrophic Care Discount. Discounts above and beyond the protocol outlined in this Policy are not part of the Facility's Financial Assistance Program and are governed by the CHSPSC, LLC policies titled "Special Insurance and Patient Settlements" and "Financial Counseling."

I. Financial Assistance Program or "FAP" Application – The application a patient must complete in order to identify whether the patient is eligible for the maximum level of assistance under the Charity Care Discount available under the Facility's Financial Assistance Program. The FAP Application, which includes an Asset Test, requests certain information and documentation from a patient to allow the Facility to evaluate and validate a patient's individual or family income for purposes of determining whether the patient may be eligible for a Charity Care Discount under the Facility's Financial Assistance Program.

J. Gross Charges – The full, undiscounted price of medical services consistently and uniformly charged to patients before applying any contractual allowances, discounts or deductions.

K. Insured – Patients with any type of insurance coverage and/or third-party payor program, which reimburses for, compensates or discounts medical expenses. For purposes of this Policy, patients are considered to be insured even if their benefits are out-of-network.

L. Medical Indigency or Medically Indigent – When a patient's "Balance Due" (defined as the patient's residual account balance after payment by all third party payors for Medically Necessary Care received from the Facility) exceeds a specified percentage of the patient's annual gross income, determined in accordance with the Facility's Charity Care Discount eligibility criteria.

M. Medically Necessary Care – As defined by Medicare, services or items reasonable and necessary for the diagnosis or treatment of illness or injury. For purposes of this Policy, Medically Necessary Care includes Emergency Services (as defined below).

N. Policy – This Financial Assistance Policy.

O. Uninsured – Patients for whom there is not a third party responsible for all or any portion of their medical expenses.

P. Uninsured Discount – The flat-rate discount applied to eligible Gross Charges for Uninsured patients. This discount rate is set by the Facility.

VI. Corporate Financial Assistance Policy and Procedures

A. Financial Assistance: Charity Care Discount

i. **Policy.** Each Facility should have a Charity Care Discount approved and signed by the Facility Chief Financial Officer, the Vice-President of Revenue Cycle and the Regional Vice-President that establishes the Charity Care Discount available at the Facility, attached as **Appendix B**. If the Facility changes the Charity Care Discount they offer, a revised **Appendix B** should be issued and signed by the Facility's Chief Financial Officer, the Vice President of Revenue Cycle and Regional Vice-President. The Facility should retain a copy of the signed Facility Charity Care Discount policy. The Facility Charity Care Discount will be reviewed annually.

ii. **Eligible Services.** Emergency Services and Medically Necessary Care may be eligible for a Charity Care Discount, depending on other eligibility criteria set forth below. Services that are elective, non-medically necessary and/or cosmetic services are not generally eligible for the Charity Care Discount at the Facility; however, the Facility CFO or Shared Services Center ("SSC") may approve application of the Charity Care Discount for such services on a case-by-case basis.

iii. **Charity Care Discount.** The Facility offers a Charity Care Discount off the entire bill or on a sliding scale basis, as described in **Appendix B**, if the patient meets the applicable eligibility criteria identified below. More information on the Facility's Charity Care Discount is found in **Appendix B**.

iv. **Charity Care Discount Program Eligibility and Administration.**

1. A patient may be eligible for a Charity Care Discount after Facility evaluation of the FAP Application or through the Facility's presumptive eligibility screening process described below, if applicable, to determine whether the patient has an adjusted individual or household gross income[1] that falls within a specified percentage of the current Federal Poverty Level (FPL) Guidelines established by the Department of Health and Human Services, attached as **Appendix A**, which must be updated annually by the Facility, as described by each Facility in **Appendix B.** However, a patient must cooperate with the Facility in providing the information and documentation necessary to determine eligibility.

2. Presumptive Eligibility Screening.[2][3] Facilities may provide presumptive eligibility screening services for Uninsured patients screened for potential Medicaid eligibility as well as coverage by other sources, including other governmental programs, who do not appear to qualify for coverage under any program to evaluate the patient's eligibility to receive a Charity Care Discount under the Facility's Financial Assistance Program ("Presumptive Eligibility"). For Facilities that offer Presumptive Eligibility, the Facility should screen eligible patients using a health care industry-recognized predictive model based on public record databases to evaluate a patient's adjusted family gross income under current FPL Guidelines, attached as **Appendix A**. Information from the predictive model is used to satisfy the documentation requirements required in the FAP Application process for a Charity Care Discount.

a. A patient is deemed eligible for a Charity Care Discount through the Facility's Presumptive Eligibility screening process if the patient,
(1) Is Uninsured;

(2) Received or is scheduled to receive Medically Necessary Care;
(3) Is not eligible for Medicare/ Medicaid, or is not pending Medicare/Medicaid approval; or is not presumed to qualify for Medicare/Medicaid;
(4) Has financial criteria that falls within a specified percentage of the FPL Guidelines established by the Department of Health and Human Services for the patient's applicable family size, as described by each Facility in **Appendix B**; and
(5) Did not agree prior to rendering of healthcare services to pay a specific dollar amount for the services provided as a special arrangement.

b. If the patient is determined to be eligible for a Charity Care Discount through Presumptive Eligibility, the patient's account should be flagged and the applicable Charity Care Discount should be administered based on the discount percentages described in **Appendix B**. For accounts flagged, the Facility must notify the patient of the determination in states where it is required. Notification will include the option to decline the Charity Care Discount.

c. Where state regulations require the submission of an application, facilities located in those states will not be able to determine patient eligibility on the basis of Presumptive Eligibility. Rather, a FAP Application must be provided to the patient or responsible party and returned completed prior to any write-off transaction being applied to the account.

d. Accounts flagged as presumptive Charity Care may be subject to a verification review if a payment of $200 or more was made on the patient's account prior to receipt of the Charity Care Discount. The purpose of the review is to verify the presumptive charity status through additional documentation. Patients whose accounts are subject to a charity care verification review must complete Facility's FAP application to be eligible for a Charity Care Discount.

e. If a patient does not meet the Presumptive Eligibility criteria, or if the patient presumptively qualifies for a partial discount, the patient will still have an opportunity to qualify for a Charity Care Discount through the FAP Application process or if the patient meets the definition of Medical Indigency.

f. Patients eligible for Medicare must complete and submit a Financial Assistance Application and an Asset Test in order to qualify for a Charity Care Discount for benefits not covered by Medicare.

3. FAP Application Process. A patient may have an opportunity to qualify for a Charity Care Discount through the FAP Application process set forth below. Generally, patients may apply for a Charity Care Discount at the time of service or any time after care is provided during their billing cycle. The FAP Application and Asset Test request information from the patient that allows the Facility to evaluate a patient's adjusted family gross income under current FPL Guidelines, attached as **Appendix A**.

a. All patients who wish to apply for a Charity Care Discount or are identified as a possible candidate for a Charity Care Discount will have a FAP Application made available to them. A Facility may also post the FAP Application on its website to make it available to the community.

b. A patient who wishes to apply for a Charity Care Discount must provide adequate documentation, as outlined below, supporting their financial income and expenses to be considered for charity care.

c. For Uninsured patients, a patient is deemed eligible for a Charity Care Discount after Facility evaluation of the FAP Application if the patient,
(1) Received or is scheduled to receive Medically Necessary Care;
(2) Has financial criteria that falls within a specified percentage of the FPL Guidelines, as described in Facility's **Appendix B**; *and*
(3) Financial status is validated using documentation provided by the patient to verify patient's assets, pursuant to the Facility's patient Asset Test.

d. For Insured patients, a patient is deemed eligible for a Charity Care Discount applied to the Balance Due that exceeds $1,500 after Facility evaluation of the FAP Application if the patient,
(1) Received Emergency Services;
(2) Has financial criteria that falls within a specified percentage of the FPL Guidelines, as described in Facility's **Appendix B**; *and*
(3) Financial status is validated using documentation provided by the patient to verify patient's assets, pursuant to the Facility's patient Asset Test.

e. Medical Indigency. Patients who are not deemed eligible for a Charity Discount based on the above criteria may still be eligible to receive a Charity Care Discount if the patient meets the definition of Medical Indigency with a Balance Due that exceeds a specified percentage of the patient's annual gross income determined through the application process, as described in Facility's **Appendix B**.

f. The FAP Application must be provided to the patient or responsible party, completed and returned prior to any write-off transaction being applied to the account.

g. In states where it is required, the Facility must notify the patient of the determination of whether the patient qualified for the Charity Care Discount. Notification will include the option to decline the Charity Care Discount.

4. A patient who is deemed not eligible for a Charity Care Discount may be considered for other assistance under the Financial Assistance program, as set forth below, or may qualify for discounts available at the Facility that are not part of the Financial Assistance Program on a case-by-case basis, for example, as set forth in the Facility's Special Insurance and Patient Settlements Policy. Please consult the Facility CFO or SSC for additional information.

5. Criteria for Evaluating FAP Applications.

   a. The FAP Application will request for the following financial information related to the patient:
      (1) A copy of the last four pay checks stubs;
      (2) Prior year Federal 1040 tax return;
      (3) Unemployment benefits (check stubs);
      (4) Social Security benefits (copy of check or letter from Social Security);
      (5) Department of Social Services grants and/or amount of food stamps;
      (6) List of personal expenses, including but not limited to rent, house payment, utilities, car payment, insurance, food, etc.; and/or
      (7) Other documents needed to verify Assets to determine eligibility.

   b. However, there may be additional state-specific requirements that must be addressed in the Facility FAP Application. The Facility's FAP Application is found in **Appendix C**.

   c. **Tax Filings.** Where the patient/guarantor indicates they do not file federal tax returns, the Facility will request that the patient/guarantor complete IRS Form 4506-T (Request for Transcript of Tax Return). The patient/guarantor should complete lines 1-5 after the Facility has completed lines 6-9. The Facility will complete line 6 by entering '1040', will check boxes 6(a) and box 7. In box 9, the Facility will enter prior year and prior 3 years. A copy of the IRS Form 4506-T is attached hereto as **Appendix D**.

   d. **Asset Test.** Applying the Asset Test, a patient with Assets that exceed 400% of the FPL or have $100,000 or more in eligible or liquid Assets (i.e. cash, bonds, certificates of deposit), for the guarantor or patient may not be eligible for the Charity Care Discount. The Facility Chief Financial Officer and Patient Access Director along with the Shared Service Center (SSC) will determine the amount due if the patient's liquid assets exceed $100,000.

   e. Patients will initially be given thirty (30) days to complete and return the FAP Application and all necessary documentation to the Facility or the SSC. The FAP Application will be sent to the Facility financial counselor or SSC designated director for final determination.

6. Information Not Available.

   a. A patient who is unable to provide the above-mentioned documentation to support a non-presumptive charity care eligibility determination must contact the Facility or the SSC to discuss other available evidence that may demonstrate eligibility. Notarized letters from family members, neighbors, etc. stating or certifying the patient has no income or other financial resources are not considered adequate documentation.

   b. Accounts for which complete documentation is not received will be returned to the normal self-pay collections workflow.

   c. The patient's account predictive scoring may be an option for additional consideration at the discretion of the Facility Chief Financial Officer or SSC VP.

7. Incomplete Information.

a. A patient should be notified in-person, by mail, or by telephone if required information received is incomplete. The patient may submit the missing information within thirty (30) days from the date the notice was mailed, the in-person conversation took place, or the telephone conversation occurred.

b. Applications that remain incomplete after thirty (30) days from the date the notice was mailed may result in denial of application.

c. The application may be reopened and reconsidered once the required information is received.

8. Denial.

a. A patient or guarantor who applied for a Charity Care Discount but was denied may be informed in writing that their request for a Charity Care Discount was denied. A Facility must inform the patient or guarantor of the denial if required by state law.[4]

b. The patient or guarantor may appeal the determination of eligibility for financial assistance by providing additional information or verification that you believe will impact this decision within thirty (30) days receipt of notification of denial. Following this evaluation, written notification of the determination from that reconsideration will be provided to the patient/ guarantor.

9. Processing Procedures:

a. Once the eligibility determination is made, the results will be documented in the comments section on the patient's account and the completed and approved FAP Application will be filed attached to the adjustment sheet and maintained for audit purposes. Documentation of the approval and account adjustment will be determined by the Facility in accordance with the CHSPSC, LLC financial policy for approving adjustments.

b. Once approved for Financial Assistance, the account will be moved to the appropriate financial class until the adjustment is processed and posted/credited to the account. After the adjustment is posted, if there is a remaining balance due from the patient, the financial class will be changed to self-pay.

10. Notification of Approval. Some states may require that a Facility notify patients who have been approved for a Charity Care Discount. A Facility must attempt to notify every patient who has been approved for a Charity Care Discount in writing, if required by state law where the Facility is located.

11. Length of Eligibility.

a. The patient's account status will never be permanently designated as eligible for a Charity Care Discount; rather the patient's status will be reviewed every three (3) months. This means that a patient's eligibility determination remains effective for three (3) months, during which other accounts belonging to the same patient may be added to the previous approval, if requested by the patient. The Facility may require a new FAP Application or presumptive qualifications evaluation once the three (3) month period of eligibility expires, measured from the date of approval. The Facility may also require a new FAP Application or presumptive qualifications evaluation within the three (3) month period, if a patient's financial situation appears to or is suspected to have changed.

b. A patient's Charity Care Discount may be revoked, rescinded or amended if,
   (1) A patient received the discount due to circumstances which undermines the Financial Assistance Program;
   (2) Other payment sources are identified after receiving the Charity Care Discount; or
   (3) A change in healthcare insurance coverage is identified after receiving the Charity Care Discount.

12. Out-of-State Medicaid Recipient.

a. Alabama, Alaska, Arizona, Arkansas, Georgia, Louisiana, Mississippi, Missouri, North Carolina, Oklahoma, Pennsylvania, West Virginia, and Virginia Facilities.
   (1) Patients covered by out-of-state Medicaid where the Facility is not an authorized provider will be eligible for charity care upon verification of Medicaid coverage for the service dates since they will be considered uninsured. No other documents will be required in order to approve the FAP Application. The patient will not be required to make a formal FAP Application. The Facility may submit the application and verification of Medicaid coverage as proof of qualification.

b. Indiana, New Mexico and Texas Facilities.
(1) Patients covered by out-of-state Medicaid where the Facility is not an authorized provider will be eligible for charity care upon verification of Medicaid coverage for the service dates, if the out-of-state Medicaid Program's eligibility standards are not more generous than what would otherwise qualify an in-state patient for charity care under this Policy. The patient will not be required to make a formal FAP Application. The Facility may submit the application and verification of Medicaid coverage as proof of qualification.

(2) If it is determined that a patients' out-of-state Medicaid coverage has more generous eligibility limits than the state where service is provided, then additional verification of the patient's income should be performed before making a charity care eligibility determination.

c. Florida and Tennessee Facilities.
(1) Patients covered by out-of-state Medicaid where the Facility is not an authorized provider will be eligible for charity care upon verification of Medicaid coverage for the service dates and receipt of any state required documentation.

v. **Collection Efforts.**

1. All collection efforts should be suspended if the patient has submitted a complete FAP Application and all accompanying documentation. Collection efforts should be suspended until a final eligibility determination is made. However, if the FAP and / or accompanying documentation are incomplete, collection efforts and statement processing will continue until all the required documentation is received.

2. If a patient is awarded a 100% balance adjustment under the Policy, collections efforts will cease. However, if the patient is awarded a sliding scale adjustment that is less than 100%, collections efforts and statement processing may resume for the remaining balance not adjusted under the Policy.

3. If a patient is awarded a Charity Care Discount, any deposits or payments received from the patient for that care must be refunded if the payments exceed any balance remaining after application of the all Financial Assistance discounts.

vi. **Publicity of Charity Care.**

1. At the time of service, all patients should be notified of the possibility of a Charity Care Discount under the Facility Financial Assistance Program.

2. An opportunity to complete a FAP Application should be given to all patients who wish to apply for a Charity Care Discount or have been recommended by practice staff, a physician or a financial counselor for a Charity Care Discount.

3. A patient may request a FAP Application in-person, by phone, by mail, or by accessing the electronic version via the Facility's website, if available. Copies of the policy, application forms, and instructions should be made available free of charge.

4. Patients should be provided a written notice with their bill that contains information regarding the Charity Care Discount including information about applying for charity care and contact information for the Business Office where the patient may obtain further information about this and other Financial Assistance available under this policy.

5. Information about the Charity Care Discount should be posted in languages representative of the Facility's patient demographics and in conspicuous places, including but not limited to posting notices in the emergency rooms, urgent care centers, admitting and registration departments, business offices and patient financial services offices that are located at the Facility. Facilities must consult state law to determine additional notice and publication requirements.

6. Any evaluation of financial arrangements will occur only after an appropriate medical screening examination has occurred and necessary stabilizing services have been provided in accordance with EMTALA and all applicable state and federal regulations.

B. Financial Assistance: Uninsured Discount

i. **Policy.** Each Facility should have an Uninsured Discount policy that is approved and signed by the Facility's Chief Financial Officer, the Vice-President of Revenue Cycle and the Regional Vice-President that establishes the Uninsured Discount available

at the Facility, attached here as **Appendix E**. If the Facility changes the percentage of Uninsured Discount they offer, a revised **Appendix E** should be issued and signed by the Facility's Chief Financial Officer, Vice President of Revenue Cycle and Regional Vice-President. The Facility should retain a copy of the signed Facility Uninsured Discount policy. The Facility Uninsured Discount will be reviewed annually.

ii. The Uninsured Discount rate will be determined at the Facility level and identified on **Appendix E**. If the state where the Facility is located has specific guidelines for Uninsured discounts, the Facility should follow the state guidelines.

iii. **Eligibility.** The Uninsured Discount applies to Uninsured patients.

1. Patients with health insurance may still be considered "Uninsured" for purposes of eligibility for the Uninsured Discount under the following circumstances:

   a. The patient's insurance does not cover a portion or all of the services and treatment rendered during a patient visit; or

   b. The patient's applicable benefits have been exhausted.

iv. **Patient Account System.**

1. The Uninsured Discount is set up in all Facilities to apply prior to the time of the final bill. The Uninsured Discount will be applied at the time when the Facility is able to identify and classify a patient as Self-Pay/Uninsured.

2. SSC personnel will load the approved discount percentages into the respective patient account systems for processing account adjustments at the time of final billing. Should a manual adjustment be necessary as required by this policy, the adjustment will be submitted through the standard SSC adjustment process for completion. Uninsured discount adjustments from personnel outside of the SSC are prohibited.

3. The Uninsured Discount is posted when the final bill is produced.

4. Each host system has specific transaction codes to identify the Uninsured Discount; these are automatically posted at time of final bill or are applied manually, as needed.

5. There should be one (1) financial class associated with the Uninsured Discount policy: Uninsured/Self-Pay. A patient's bill will reflect any and all applicable discounts, including the Uninsured Discount, based on patient classification.

v. **Insurance Coverage on Patients classified as Self-Pay/Uninsured.**

1. If after the Uninsured Discount is credited to a patient account and it is determined that the patient has adequate insurance within timely filing limitations, the payor should be added to the account and the account should be billed. The Uninsured Discount should be reversed by manual adjustment or automatically through the system if the patient's benefits cover the billed services.

2. The revenue will be "reclassified" from self-pay to the new insurance financial class.

3. An Uninsured Discount should be reversed using the Uninsured Discount code. A Prompt Pay Discount transaction code may not be used to reverse the Uninsured Discount.

C. Financial Assistance: Catastrophic Claim Discount

i. **Policy.**

1. Each Facility should have a Catastrophic Claim Discount policy that is approved and signed by the Facility's Chief Financial Officer, the Vice-President of Revenue Cycle and the Regional Vice-President that establishes the Catastrophic Claim Discount available at the Facility, attached here as **Appendix F**. If the Facility changes the percentage of Catastrophic Claim Discount they offer, a revised **Appendix F** should be issued and signed by the Facility's Chief Financial Officer, Vice President of Revenue Cycle and Regional Vice-President. The Facility should retain a copy of the signed Facility Catastrophic Claim policy. The Facility Catastrophic Care Discount will be reviewed annually.

2. The Catastrophic Claim Discount will be determined at the Facility level and identified on **Appendix F**. If the state where the Facility is located has specific guidelines that encompass the Catastrophic Claim Discount, the Facility should follow the

state guidelines.

ii. **Eligibility.**

1. The Catastrophic Claim Discount only applies to Uninsured patients with a Catastrophic Claim. Patients with health insurance may still be considered "Uninsured" for purposes of eligibility for the Uninsured Discount under the following circumstances:

   a. The patient's insurance does not cover a portion or all of the services and treatment rendered during a patient visit; or

   b. The patient's applicable benefits have been exhausted.

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Appendix A

The 2024 poverty guidelines are in effect as of January 17, 2024, as published by the Department of Health and Human Services on its website: https://aspe.hhs.gov/topics/poverty-economic-mobility/poverty-guidelines.

2024 POVERTY GUIDELINES FOR THE 48 CONTINIGUOUS STATES AND THE DISTRICT OF COLUMBIA	
Persons in family/household	**Poverty guideline**
1	$15,060
2	$20,440
3	$25,82
4	$31,200
5	$36,580
6	$41,960
7	$47,340
8	$52,720
For families/households with more than 8 persons, add $5,380 for each additional person.	
2024 Poverty Guidelines for Alaska	
Persons in family/household	**Poverty guideline**
1	$18,810
2	$25,540
3	$32,270
4	$39,000
5	$45,730
6	$52,460
7	$59,190
8	$65,920
For families/households with more than 8 persons, add $6,730 for each additional person.	

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Appendix B

[FACILITY NAME]'s Charity Care Discount

[IF FACILITY PARTICIPATES IN ANY STATE, COUNTY OR HOSPITAL DISTRICT INDIGENT CARE OR CHARITY PROGRAM AND/OR PROVIDES PRESUMPTIVE ELIGIBILITY, FACILITY MUST ADAPT THE BELOW AND INCLUDE ANY STATE, COUNTY OR HOSPITAL DISTRICT OR PRESUMPTIVE ELIGIBILITY REQUIREMENTS AS APPROPRIATE]

As a service to our community, we participate in [INSERT STATE and/or COUNTY INDIGENT PROGRAMS WHERE APPLICABLE], and we offer a Charity Care Discount that applies a discount of the entire bill or on a sliding scale basis to patients eligible under our Financial Assistance Program ("FAP") who receive or are scheduled to receive Emergency and Medically Necessary services at our facility. The level of discount provided to eligible patients under our Charity Care Discount policy will depend on several criteria, including (a) whether the patient meets the eligibility criteria for the Charity Care Discount under the FAP, (b) whether the patient has other funding sources that can be applied to the patient account, (c) validation of the patient's gross family household income, and/or (d) whether the patient's income falls within a certain percentage of the current Federal Poverty Level ("FPL") Guidelines published by the Department of Health and Human Services at the time of evaluation, as further described below.

Uninsured Patients

An Uninsured patient who has received or is scheduled to receive Emergency and Medically Necessary services may apply for a Charity Care Discount by submitting a complete FAP Application and all accompanying documentation requested on the FAP Application as part of our Asset Test to determine whether the patient's income falls within one of the below percentages of the current FPL, as validated through the FAP Application process and Asset Test under our FAP.[However, we recognize that not all patients and guarantors are able to complete the FAP Application or provide requisite documentation. Accordingly, we also provide certain screening services using a health care industry-recognized predictive model based on public record databases to evaluate a patient's adjusted individual or family gross income under current FPL Guidelines, as part of our eligibility screening services offered to Uninsured patients at our facility ("Presumptive Eligibility"). Information from the predictive model is used to satisfy the documentation requirements required in the FAP Application process for a Charity Care Discount.]

- Eligible patients with an adjusted individual or family gross income at or below 100% of the FPL may receive a balance adjustment of the entire bill, if their financial status is validated using documentation provided by the patient in the FAP Application process [or through the Presumptive Eligibility process].

- Eligible patients with an adjusted individual or family gross income of 101%-200% of the FPL may receive a balance adjustment of the entire bill, if their financial status is validated using documentation provided by the patient in the FAP Application process[, or 90% of their bill, if the patient's financial status is validated through the Presumptive Eligibility process. **Note: Income levels between 101% and 200% require completion and submission of an FAP Application to receive an adjustment for the entire bill]**.

- Eligible Patients with an adjusted individual or family gross income of 201%-300% of the FPL may receive a balance adjustment of 85% of their bill, if their financial status is validated using documentation provided by the patient in the FAP Application process [or through the Presumptive Eligibility process].

- Patients with an adjusted individual or family gross income of 301%-400% will receive a balance adjustment of 80% of their bill, if their financial status is validated using documentation provided by the patient in the FAP Application process or through the Presumptive Eligibility Process.

If an Uninsured patient qualifies for a partial discount based on gross family income validated through the Presumptive Eligibility process, the patient will still have an opportunity to qualify for a greater discount under the Charity Care Discount through the FAP Application process.

Insured Patients

We recognize that some patients may have public or private insurance coverage that fails to fully cover their medical expenses for whom it would be a financial hardship to fully pay the expected out-of-pocket expenses for the care received. Accordingly, we have expanded our Charity Care Discount policy to apply to accounts for which other payment or funding sources exist, including Medicare benefits, if the patient's income falls within a certain percentage of the current FPL; however, the patient's adjusted individual or family gross income must be validated through the FAP Application process and Asset Test under our FAP.

- Eligible patients with an adjusted individual or family gross income at or below 100% of the FPL will receive a balance adjustment of the entire Balance Due on the patient's account that is greater than $1,500.

- Eligible patients with an adjusted individual or family gross income of 101%-200% of the FPL will receive a balance adjustment of 50% of the Balance Due on the patient's account that is greater than $1,500.

- Eligible patients with an adjusted individual or family gross income of 201%-400% of the FPL will receive a balance adjustment of 20% of the Balance Due on the patient's account that is greater than $1,500.

Medical Indigency

Additionally, we have expanded our Charity Care Discount to patients who may exceed 400% of the FPL who meet our Medical Indigency criteria. Patients for whom the Balance Due on the patient's account exceeds 25% of the patient's annual gross income (after payment by third party payors) may receive a balance adjustment of 80% of the Balance Due.

_____
Vice President, Revenue Cycle, CHSPSC, LLC

_____
Regional Vice-President, CHSPSC, LLC

_____
[FACILITY NAME] Chief Financial Officer

_____
Date

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Appendix C

Tax Return Form

Appendix D

[FACILITY'S NAME]'s FAP Application

Appendix E

[FACILITY NAME]'s Uninsured Discount

[NAME OF FACILITY] offers a discount of ____% from gross charges for all Uninsured patients eligible for the Uninsured Discount under this Policy.

_____
Vice President, Revenue Cycle, CHSPSC, LLC

_____
Regional Vice-President, CHSPSC, LLC

_____
[FACILITY NAME] Chief Financial Officer

_____
Date

Appendix F

[FACILITY NAME]'s Catastrophic Claim Discount

[NAME OF FACILITY] offers a discount for patient accounts that meet the eligibility requirements for the Catastrophic Care Discount under this Policy. For eligible Uninsured patient accounts with balances of at least $50,000.00 after applying [Facility Name]'s Uninsured Discount or a partial charity discount, the patient balance for a Catastrophic Claim will be reduced to a maximum patient responsibility of $50,000.

Vice President, Revenue Cycle, CHSPSC, LLC

Regional Vice-President, CHSPSC, LLC

[FACILITY NAME] Chief Financial Officer

Date

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[1] Household consists of the patient, spouse and all legal dependents. If the patient is a minor or legal dependent, the family gross income will include parent(s), legal guardian(s) and/or the taxpayer claiming the patient as a dependent for income tax purposes.

[2] Charity Care based on Presumptive Eligibility is not available at every Facility and is not available for Facilities located in Florida based on state law. Whether the Facility offers Presumptive Eligibility will be identified on **Appendix B**.

[3] Presumptive Eligibility Screening is not available for patients between the ages of 19-23 as they may be eligible to qualify as a dependent for tax purposes. However, such individuals will still be eligible to apply for Charity Care through the FAP Application process and may be eligible for other discounts offered under this Policy.

[4] Notification of the patient's eligibility for a Charity Care Discount under the Facility's Financial Assistance Program is required in New Mexico, Pennsylvania, and Texas.

Policy Title: CHSPSC, LLC Financial Assistance Policy

Appendix E

Northeast Regional Medical Center's Uninsured Discount

Northeast Regional Medical Center offers a discount of 45% from inpatient gross charges for all Uninsured patients eligible for the Uninsured Discount under this Policy.

Northeast Regional Medical Center offers a discount of 76% from outpatient gross charges for all Uninsured patients eligible for the Uninsured Discount under this Policy.

Vice President, Revenue Cycle, CHSPSC, LLC

Regional Vice-President, CHSPSC, LLC

CFO

Northeast Regional Medical Center Chief Financial Officer

3/8/2024

Date

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Original Effective Date: 3/31/2011

Revision Date: 02/09/2023