Certificate of Need Program

EQUIPMENT REPLACEMENT APPLICATION

Applicant's Completeness Checklist and Table of Contents

Project Name: Saint Luke's Hospital of Kansas City: Replace CV Lab X-Ray System Project No: #6182 HT

Project Description: Saint Luke's Hospital of Kansas City CV Lab Equipment Replacement

Done	Page	N/A	Description
			Divider I. Application Summary:
✔	3		1. Applicant Identification and Certification (Form MO 580-1861)
✔	4		2. Representative Registration (From MO 580-1869)
✔	5		3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.
			Divider II. Proposal Description:
✔	7		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.
✔	7-39		2. Provide a listing with itemized costs of the medical equipment to be acquired and bid quotes.
✔	7		3. Provide a timeline of events for the project, from CON issuance through project completion.
			Divider III. Service Specific Criteria and Standards:
✔	41		1. Describe the financial rationale for the proposed replacement equipment.
✔	41		2. Document if the existing equipment has exceeded its useful life.
✔	41		3. Describe the effect the replacement unit would have on quality of care.
✔	41		4. Document if the existing equipment is in constant need of repair.
		✔	5. Document if the lease on the current unit has expired.
✔	41-42		6. Describe the technological advances provided by the new unit.
✔	42		7. Describe how patient satisfaction would be improved.
✔	42		8. Describe how patient outcomes would be improved.
✔	42-43		9. Describe what impact the new unit would have on utilization.
✔	43		10. Describe any new capabilities that the new unit would provide.
✔	43		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:
✔	47-99		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.
✔	100-101		2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) **FULL** years beyond project completion.
✔	47		3. Document how patient charges are derived.
✔	102-114		4. Document responsiveness to the needs of the medically indigent.

Divider I. Application Summary:

1. **Applicant Identification and Certification (Form MO 580-1861).**
   The required Applicant Identification and Certification Form (Form MO 580-1861) is included in this application.
   (See attachment #1)

2. **Representative Registration Form (Form MO 580-1869).**
   The required Representative Registration Form (Form 580-1869) is included in this application.
   (See attachment #2)

3. **Proposed Project Budget (Form MO 580-1863).**
   The Proposed Project Budget is included in this application (Form MO 580-1863)
   (See attachment #3)

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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
Saint Luke's Hospital of Kansas City: Replace CV Lab X-Ray System	#6182 HT
Project Address *(Street/City/State/Zip Code)*	**County**
4401 Wornall Rd, Kansas City, MO 64111	Jackson

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
Saint Luke's Hospital of Kansas City	4401 Wornall Rd, Kansas City, MO 64111	816-932-2000

List All Operator(s): *(List entity to be licensed or certified.)*	Address (Street/City/State/Zip Code)	Telephone Number
Saint Luke's Hospital of Kansas City	4401 Wornall Rd, Kansas City, MO 64111	816-932-2000

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
Audrey Hill		Operations Project Consultant
Telephone Number	**Fax Number**	**E-mail Address**
816-589-4399		ahill@saintlukeskc.org
Signature of Contact Person		**Date of Signature**
Audrey Hill		12/19/2024

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REPRESENTATIVE REGISTRATION

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

Project Name	Number
Saint Luke's Hospital of Kansas City: Replace CV Lab X-Ray System	#6182 HT

(Please type or print legibly.)

Name of Representative	Title
Audrey Hill	Operations Project Consultant

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
Saint Luke's Health System	816-932-2000

Address (Street/City/State/Zip Code)

901 E 104th St. Kansas City, MO 64131

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
Saint Luke's Health System	816-932-2000

Address (Street/City/State/Zip Code)

901 E 104th St. Kansas City, MO 64131

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
Audrey Hill	12/9/2024

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PROPOSED PROJECT BUDGET

Description	**Dollars**
COSTS:*	*(Fill in every line, even if the amount is "$0".)*
1. New Construction Costs ***	
2. Renovation Costs ***	$870,000
3. Subtotal Construction Costs (#1 plus #2)	$870,000
4. Architectural/Engineering Fees	$75,000
5. Other Equipment (not in construction contract)	
6. Major Medical Equipment	$1,174,686
7. Land Acquisition Costs ***	
8. Consultants' Fees/Legal Fees ***	
9. Interest During Construction (net of interest earned) ***	
10. Other Costs ***	
11. Subtotal Non-Construction Costs (sum of #4 through #10	$1,249,686
12. Total Project Development Costs (#3 plus #11)	$2,119,686 **
FINANCING:	
13. Unrestricted Funds	$2,119,686
14. Bonds	
15. Loans	
16. Other Methods (specify)	
17. Total Project Financing (sum of #13 through #16)	$2,119,686 **
18. New Construction Total Square Footage	
19. New Construction Costs Per Square Foot *****	
20. Renovated Space Total Square Footage	1,147
21. Renovated Space Costs Per Square Foot ******	$759

* *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.*

Proposed Budget Detail Sheet (Costs)

1. New Construction Costs:
    a. Not applicable
2. Renovation Costs
    a. $870,000 is the total estimate of renovation costs for this project
3. Architectural/Engineering Fees:
    a. $75,000 is the architectural and engineering fee estimate for this project
4. Other Equipment (not in construction contract)
    a. Not applicable
5. Major Medical Equipment
    a. $1, 174686 is the estimate received from Philips for “Major Medical Equipment” for this project
6. Land Acquisition Costs
    a. Not applicable
7. Consultants’ Fees/Legal Fees
    a. Not applicable
8. Interest During Construction (net of interest earned)
    a. Not applicable
9. Other Costs
    a. Not applicable

Divider II. Proposal Description:

1. Provide a complete detailed project description, CON project number of the existing equipment, and include the type/brand of both the existing equipment and the replacement equipment.
Saint Luke's Hospital of Kansas City is seeking approval to replace existing X-Ray equipment with a SIEMENS ARTIS icono ceiling imaging system. The unit for which we are seeking replacement was not previously approved.

The replacement equipment will be operated by Saint Luke's Hospital of Kansas City. It will be operated at the same location as the existing equipment and at no time will the two units be in operation at the same time. If approved, the replacement unit will be installed during the 2nd quarter of 2025. The estimated total project cost is $2,119,686. There is an estimated renovation cost of $870,000 plus $75,000 in estimated architectural fees. An equipment quote totaling $1,174,686 is included in this application.
(See attachment #4)

2. Provide a listing with itemized costs of the medical equipment to be acquired and bid quotes.
An itemized quote for the SIEMENS ARTIS icono ceiling imaging system is included in this application.
(See attachment #4)

3. Provide a timeline of events for the project, from CON issuance through project completion.
Once approved (Expected 2/21/2025), SLHS will work with the vendor to initiate equipment purchase. This must be done after we have an approved CON. Construction will take place throughout Q1 of 2025. We expect to be able to complete the equipment purchase and installation in Q2-3 2025. The existing unit will be decommissioned and at no time will both units be operating at the same time.

Siemens Medical Solutions USA, Inc.
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□egan Caldwell □□1 □81□□308□3340
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Customer Number□0000010331 □ate□08/30/2024

SAINT LUKE'S HEALTH SYSTEM
901 E 104□□ S□
□ANSAS CI□Y, □O □4111

Siemens □edical Solutions □SA, Inc□is pleased to submit t□e following □uotation for t□e products and services described □erein at t□e stated prices and terms, sub□ect to your acceptance of t□e terms and conditions on t□e face and bac□ □ereof, and on any attac□ment □ereto□

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Contract Total: $ 1,174,686
(total does not include any Optional or Alternate components which may be selected)

Proposal valid until 09/30/2024

Estimated □elivery □ate□ 07/15/2025

Estimated delivery date is sub□ect to c□ange based upon factory lead times, acceptance date of t□is □uote, customer site readiness, and ot□er factors□ A Siemens representative will contact you regarding t□e final delivery date□

Notwit□standing anyt□ing else in t□is Agreement, or in any applicable group purc□asing agreement terms, if Purc□aser does not accept delivery wit□in twenty□four □24□mont□s of t□e date t□is □uotation is executed, t□en Seller may, at its option, ad□ust t□e prices in t□e □uotation by written notice□In suc□ event, Purc□aser will t□en □ave t□e option to cancel t□e order wit□out payment of a cancellation c□arge provided Purc□aser notifies Seller wit□in ten (10) days of the date of Seller's notice of the price adjustment.

□□is proposal includes t□e trade□in of e□uipment referenced in □rade S□eet Pro□ect □2024□2731□

The terms of the Master Purchasing Agreement, dated June 1, 2022, between Siemens and St. Luke's, shall govern t□e purc□ase and services described in t□is □uotation/service agreement□In t□e event of any conflict or inconsistency between any material term of t□is □uotation/service agreement and t□e □aster Purc□asing Agreement, t□e terms of t□e □aster Purc□asing Agreement will control unless t□is □uotation/service agreement specifically states t□at a particular provision will control over a particular provision in t□e □aster Purc□asing Agreement□

□□is is a CON□I□EN□IAL, one□time multi□modality bundle offer w□ic□ may not be s□ared wit□ any t□ird parties, buying evaluation groups or anyone not directly employed by customer□ □□e Siemens Executive Summary presented to t□e Customer is incorporated □erein and made a part □ereof□ □□is offer is only valid if firm, non□ contingent purc□ase orders for all □uotations identified in t□e Siemens Executive Summary are received by Siemens on or before 09/30/2024□ □□is date supersedes any ot□er validity date indicated in t□e proposal□

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□□is □uote is based upon standard delivery terms and conditions □e□g□, standard wor□ □ours, first floor delivery, etc□□, basic rigging, mec□anical installation and calibration□ Siemens □edical Solutions □SA, Inc□, Pro□ect □anagement s□all perform a site□specific assessment to ascertain any variations t□at are out of scope and not covered by t□e standard terms □examples suc□ as, but not limited to□ larger crane, nonstandard wor□ □ours, removal of existing e□uipment, etc□□□ Any noted variations identified by Siemens Pro□ect □anagement s□all remain t□e responsibility of t□e customer and will be sub□ect to additional fees□

Accepted and Agreed to by□

Siemens Medical Solutions USA Inc.		**SAINT LUKE'S HEALTH SYSTEM**	
□y □sign□□	_____	□y □sign□□	_____
Name□	□egan Caldwell	Name□	_____
□itle□	_____	□itle□	_____
□ate□	_____	□ate□	_____

By signing below, signor certifies that no modifications or additions have been made to the Quotation. Any such modifications or additions will be void.

□y □Sign□□ □□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□□

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Quote Nr:	**CPQ-1051455 Rev. 0**
Terms of Payment:	**00% Down, 80% Delivery, 20% Installation** **Free On Board: Destination**
Purchasing Agreement:	□I□IEN□ S□PPLY LLC □I□IEN□ S□PPLY LLC terms and conditions apply to □uote Nr CP□ □1051455 Customer certifies, and Siemens relies upon suc□ certification, t□at □a□□I□IEN□ CAR□ □□ASC □□R0705 is t□e sole □PO for t□e purc□ases described in t□is □uotation, and □b□t□e person signing t□is □uotation is fully aut□ori□ed under the Customer's policies to choose and indicate for Customer suc□ appropriate □PO□

ARTIS icono ceiling Cardiology

All items listed below are included for this system:

Qty	Part No.	Item Description	Extended Price
1	144□527□	**ARTIS icono ceiling Cardiology** AR□IS icono ceiling Cardiology adapts effortlessly to different users and cardiac procedures, reducing training times for new staff, streamlining wor□flows significantly, and improving procedural outcomes□□□is intuitive system offers advanced 2□, 3□ and multimodality support for a wide variety of procedures, from routine to more complex treatment for coronary artery disease, structural □eart disease and arryt□mias□ □□e ceiling mounted C□arm combines flexibility and speed for a smoot□positioning at any side of t□e patient wit□out rotating t□e patient table□ OP□I□ is a new approac□to image □uality and dose, to visuali□e new materials and smaller devices clearly wit□ low dose□ Case□lows improve usability and standardi□ation□□or new and complex procedures t□is will □elp t□e cardiologist to focus on t□e procedure□	□350,450
1	144□5107	**ELEVATE buyback_zee ceiling system** A□ Elevate program for Artis □ee Ceiling systems t□at will be replaced by a new AR□IS icono A□ Elevate is t□e Siemens managed system upgrade program, w□ic□ □elps you replace your existing system wit□a new one, allowing you to benefit from modern tec□nologies and functionalities□□□e old system will be boug□t bac□ by Siemens□	□0
1	144□5119	**ELEVATE_CLEARstent Live-adv. pack.** □□e CLEARstent imaging function allows an improved display of fine stent structures, i□e□t□e grid of inflated stents□CLEARstent is a post□processing stent en□ancement and may be used also on previously ac□uired images□ PACS compatibility for review on any □ICO□ □□□e CLEARstent algorit□m detects two mar□ers of a balloon or stent mar□ers and aligns all frames from a series wit□ a minimum of 25 frames□ CLEARstent Live is a real□time stent en□ancement tool and provides a stabili□ed view of t□e moving stent w□ic□ is displayed on t□e Assist/Reference □onitor□ CLEARstent Live allows real□time verification of stent positioning w□ile moving t□e	□0

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Qty	Part No.	Item Description	Extended Price
		device□□□is enables t□e p□ysician to precisely position t□e stent in relation to t□e anatomy of t□e □eart and stents t□at already □ave been implanted□As a very new feature capability CLEARstent Live now also offers t□e option to en□ance t□e region of interest □ROI□□□□is is done by applying a special image processing in t□e ROI and overlaying it onto t□e original scene w□ile preserving t□e live image outside of t□e en□anced area□Additionally t□e Last Image □old □LI□□of t□e CSL scene may be stored as a reference image□□□is mig□t ma□e an extra ac□uisition for getting a ref image □e□g□CLEARstent ac□uisition □obsolete□ Contains bot□ CLEARstent Live license and CLEARstent license□	
1	144□5321	**Omni Spin** AR□IS icono ceiling Omni Spin□	□0
1	144□5043	**Imaging System** Image system computer for control of system operation and image ac□uisition□	□5□,074
1	14432948	**Automap** Automatic stand positioning depending on t□e selected reference image and automatic reference image selection depending on t□e stand positioning□	□1,153
1	144555□7	**Memory expansion (200k)** □emory expansion□ □200,000 images in 1□/12□bit matrix wit□ a si□e of 2 □ □□ □50,000 images in 2□ matrix wit□ a si□e of 8□ □□	□1,□01
1	144□5042	**OPTIQ with as40HDR GIGALIX** OP□I□ image c□ain wit□ t□e following tube, collimator, and flat detector configuration□ as40□□R detector and □I□ALI□ tube □□e as40□□R flat detector is optimi□ed for t□e re□uirements of radiology□ □□e □I□ALI□ □□ray tube concentrates □ig□pulse power on small, s□uare□s□aped focal spots □flat emitter tec□nology for all focal spots□□□□is provides unprecedented image □uality for confidence in c□allenging situations□	□173,5□7
1	144□5015	**Multimodality Viewing** Supports t□e connection of external video sources suc□ as Sensis/recording systems, PACS, □IS/RIS, □ltrasound, EC□, I□□S, OC□, external video, endoscope, mapping systems, and t□eir visuali□ation on t□e exam room display□ Adapted to t□e local needs and depending on t□e availability of t□e coc□pit option up to 24 external sources can be connected□	□49,□17
1	14455573	**Large Display (rail mount)** Large color flat screen display □including cables□for t□e examination room, wit□ a panel diagonal of 55”. This large display version provides an excellent clinical image □uality due to its new IPS panel tec□nology□ □□e Large display is fixed on a ceiling□mounted, longitudinally movable, rotatable, and □eig□t□ad□ustable display □older in t□e examination room□	□□3,47□
1	144□5217	**Large Display diagn. protection** 55□laminated glass protective screen for t□e monitor panel□	□4,940
1	144□5030	**Large control room display** Large control room display □Panel: 31.5“ □Resolution 3840 x 21□0 □Pixel si□e□0□181 x 0□181 mm □□ypical contrast□max□1000 □1 □□ax□luminance 700 cd/m2 □Calibrated luminance□400 cd/m2 □□isplay area □diagonal□□800 mm □□imensions wit□out stand□□□ x □ x □□7□1 x 471 x 90 mm	□10,741
1	144□5045	**ARTIS multi-tilt table**	□112,904

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Qty	Part No.	Item Description	Extended Price
		AR□IS multi□tilt table ensures optimal patient positioning regardless of t□e procedure and patient si□e□□ it□an unprecedented level of material integrity, it is suitable for even t□e □eaviest of patients□ □□aximum table load□440 □g □970 lbs□□ consisting of 280 □g □□17 lbs□□for t□e patient, 100 □g □220 lbs□□for accessories, plus □0 □g □132 lbs□□for CPR□ □Allows tilting in □15□/□20□and a □/□15□cradle□ □□□e easy□float tabletop permits □assle□ free positioning of t□e tabletop regardless of patient weig□t, mounted lower□body radiation protection and tableside modules□ □Small table base allows uprig□t and comfortable standing, close to t□e patient□ □□□e Siemens uni□ue Iso□ilt functionality □eeps t□e C□arm pro□ection during □rendelenburg tilting□ □□all bearing mounted slidable accessory rails on bot□ sides for easy positioning of control modules and accessories□ Note□ It is mandatory to provide □PS bac□up wit□t□is table option in order to comply wit□ IEC □0□01□2□43 CL□201□15□101□ Reason□ In t□e event of power failure a neutral table position suitable for CPR must be reac□able wit□in 15 seconds□A suitable □PS from Siemens as re□uired must be included in your order unless an existing / planned □PS provision for your installation site will satisfy t□e re□uirement□	
1	14455548	**Mattress - thick** □atc□ing, special□foam mattress, 7 cm, incl□a latex□free cover□ □□is visco□elastic comfort mattress reacts to temperature and □as t□e special property of adapting to t□e individual body s□ape under t□e influence of body weig□t and □eat□ □attress t□ic□ness□70 □5 mm / 2□8□□0□2□	□1,587
1	144□5054	**Oper. contr. ARTIS table** □or an ideal wor□flow, full system operation can be performed directly at t□e table side□	□11,801
1	144□50□9	**1st 4 pedal cable footswitch** □ ired 4□pedal footswitc□for release of fluoroscopy, ac□uisition, and tabletop bra□e □wit□ AR□IS table□, as well as configurable control function□	□1,1□3
1	144□5049	**2nd 4 pedal wireless footswitch** Additional wireless 4□pedal footswitc□for release of fluoroscopy, ac□uisition, and tabletop bra□e □wit□ AR□IS table□, as well as configurable control function□	□3,□13
1	144□5124	**Operation in the control room** Preparation for system operation from control room□	□3,054
1	144□5095	**Op. ctrl. - handswitch (C-Room)** Additional □andswitc□ for radiation release and additional control functions□	□572
1	144555□□	**Injector connection (C-Room)** Interface in t□e control room for controlling t□e contrast medium in□ector□ In□ectors can be offered by Siemens □ealt□ineers Accessory Solutions□	□2,524
1	14440419	**Cable clips ECG** Cable clips for securing t□e EC□ cable to t□e patient tabletop□ It includes 10 cable clips□	□31

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Qty	Part No.	Item Description	Extended Price
		Intended only for use wit□ Artis / AR□IS tables□	
1	144□50□2	**Infusion bottle holder** □□is infusion bottle □older can be mounted at t□e accessory rail of t□e patient table□ It □olds up to 4 infusion bottles□ It includes an infusion bottle □older made of stainless steel wit□ 4 retaining rings□ Intended only for use wit□ Artis/AR□IS tables□	□ 259
1	1445591□	**Spacer Rail** □□is is an accessory rail for attac□ment of tableside rail e□uipment □for use wit□ an extended lateral moving tabletop□□ □□is accessory allows tableside mounted e□uipment, to be used on a table featuring extended lateral tabletop movement□ Rail accessories w□ic□ would stri□e t□e table pedestal, are positioned outside of t□is movement range□ □ eig□t□4□7 □g □imensions□□5 cm □L□x 10 cm □□ □x 4□4 cm □□□	□ 1,744
1	144□50□3	**Bendable anesthesia screen** □□is flexible anest□esia screen □older serves as a □older for sterile drape □anest□esia screen □placed between t□e □ead and abdomen of t□e patient□ It includes one anest□etic arm and brac□ets for mounting it onto t□e accessory rails□ It re□uires t□e presence of accessory rail modules to w□ic□ it will be mounted□	□ 420
1	14440459	**Arm rest** Arm support used for t□e arm approac□□ Lengt□□1 m □39□4 □□□ Slides underneat□ t□e patient mattress and is held in position by the patient's weig□t□ □ade of radiolucent carbon fiber material w□ic□ is easy to clean □It includes two additional support pads of two different □eig□ts □4 and 7 cm□□ □Lengt□ pad □□0 cm / 23□□2□□ □□ idt□□9 to 20 cm / 3□54□□to 7□87□□ □□ aximum weig□t□5 □g □11□02 lbs□□ □□ eig□t □wit□ pads□□2□1 □g / 4□□3 lbs□ Only for use wit□ Artis / AR□IS tables□	□ 1,023
1	144404□0	**Arm holder (pair)** □□e patient□s arms can be comfortably placed along t□e body using t□ese two arm □olders□□□ey slide underneat□ t□e patient mattress and is □eld in position by t□e patient's weight. It includes two pairs of arm □olders of different lengt□ □540 mm / □90 mm □21□2□/ 27□2□□and □eig□t □85 mm / 115 mm □3□35□/ 4□53□□, suitable bot□ for t□ic□ and t□in patient mattresses□ Intended only for use wit□ Artis / AR□IS tables□	□ 37□
2	144□505□	**Abdomen radiation prot. IR** □□is radiation s□ield protects t□e user from scattered radiation w□en standing at t□e table side□It can be attac□ed to t□e accessory rails eit□er on t□e rig□t or on t□e left side of t□e patient positioning table□ It provides t□e user an additional accessory rail□ It includes a basic unit □89 cm x 75 cm / 35□x 29□5□□1 x □□□ one lower body radiation protection pivot swivel element	□ 9,105

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Qty	Part No.	Item Description	Extended Price
		□48 cm x 75 cm / 18□9□x 30□3□□l x □□□ one flip down element 57 cm x 33cm / 22□4□x 12□99□□l x □□, and two clip □on units □27 cm x 33 cm / 10□□□x 12□99□, and 27 cm x 25 cm / 10□□□x 9□8□□ wit□ a lead of 0□5 mm / 0□02□Pb□ □□e maximum load of t□e accessory rails is 20 □g □44□1 lb□□ Intended only for use wit□AR□IS tables□It provides a dictance of 7cm to prevent t□e collision wit□ t□e table base in case of maximum penning□	
1	14434157	**Moveable upper body rad. protection** □□is radiation s□ield protects t□e user from scattered radiation□ It includes a ceiling rail □4 m / 157□5□□, a ceiling mounted and movable stand □80 cm or 57 cm / 31□5□□or 22□4□□, a support arm □94 cm x 91 cm / 37□x 35□8□□and an acrylic glass□ □□e s□ield is made of acrylic glass wit□ lead e□uivalent of 0□5 mm □w x □□□1 cm x 7□ cm / 24□x 29□9□□, w□ic□can pivot and rotate around a fixed point wit□ a range of 3□0 degrees□ □□e operation range is limited w□en used wit□ Artis floor/biplane □N□ □ax□weig□t□18 □g / 39□□8 lbs□	□□,1□5
1	14440512	**LED Exam Light** Ceiling□mounted, flexible positionable examination lig□t wit□focusable lig□t system□ It is fully integrated into t□e ceiling □installed radiation protection mounting unit□ □Luminance□ □in 70□000 Lux for 100 cm / 39□4□□distance □□ or□ing distance□ 70 to 140 cm / 27□□□□to 55□1□□ □□ocusable lig□t field□ 14 to 25 cm / 5□5□□to 9□8□□ □Color rendering index Ra at 4500 □elvin□ min□95 □Color temperature□4,100□□200 □elvin □□otal input power□□ax□24 □A	□4,919
1	144□5144	**DSA acquisition mode** □igital subtraction angiograp□y wit□ up to 30 f/s in 1□/1□□bit matrix is available□ Automatic pixel□s□ift processing for most accurate subtracted image display during Roadmap and □SA based on real time movement detection and compensation□ OP□I□ Roadmap comes wit□en□anced image □uality improvements at reduced radiation dose□Several directly accessible features ease t□e wor□flow and save time□	□22,843
1	14432947	**Fluoro Loop** Storage and review of dynamic fluoroscopic se□uences□□□is saves an additional ac□uisition and □elps to reduce dose□ □□e maximum storable fluoroscopic time is limited by t□e maximum □ICO□ file si□e of 4 □byte□	□7,□47
1	144□509□	**QVA Vascular analysis** □essel analysis wit□determination of degree of stenosis, distance measurement and calibration□	□4,490
1	14455928	**IntraSight Cable Set** Cable set for operating t□e P□ilips IntraSig□t □ltrasound System in combination wit□ Artis □E systems□	□7,317
1	144□5141	**OEM recording system interface** Cable connection to an OE□ measurement system□	□1,082

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Qty	Part No.	Item Description	Extended Price
		□older for t□e EC□ interface w□en using an OE□ measurement system in t□e examination room□ Recording, storage, and display of an EC□ lead□□isplayed toget□er wit□t□e image information on a single monitor□	
1	144□5038	**syngo Valve Guide Engine** Application software for reconstruction, post□processing and □andling of 3□ information including specific applications to support valve implantation or replacement procedures li□e □A□I/□A□R□ □□e pac□age includes t□e following functionalities□ □3□ □ig □□contrast and C□□li□e soft□tissue imaging □syngo □ynaC□ and syngo □ynaC□ Cardiac untriggered□ □syngo □ynaC□Cardiac uses proven algorit□ms to perform 3□ □reconstruction of ventricles and vessels of t□e □eart from pro□ection images of a rotational angiograp□y□ □syngo □ynaC□Cardiac uses proven algorit□ms to perform 3□ □reconstruction of ventricles and vessels of t□e □eart from pro□ection images of a rotational angiograp□y □3□ roadmap for dynamic overlay of planning data and 3□ volumes on live fluoroscopy wor□flow support for valve implantation or replacement □In□room control for table□side operation of advanced applications □3□ □ i□ard for expert step□by□step guidance in 3□ ac□uisition □Parallel patient processing capabilities □□usion functionality for integration of pre□interventional 3□ datasets also from ot□er modalities into t□e Angio□room □□ar□ing of points or lines on t□e 3□ geometry or □PRs and overlay of t□ese mar□ings on live fluoroscopy□	□ 74,230
1	144□5058	**Upper body radiation prot. moveable** □□is radiation s□ield protects t□e user from scattered radiation□ It includes a ceiling rail □4 m / 157□5□□, a ceiling mounted and movable stand □80 cm or 57 cm / 31□5□□or 22,4□□, a support arm □94 cm x 91 cm / 37□x 35□8□□and an acrylic glass□ □□e s□ield is made of acrylic glass wit□ lead e□uivalent of 0□5 mm □w x □□□1 cm x 7□ cm / 24□x 29□9□□, w□ic□can pivot and rotate around a fixed point wit□ a range of 3□0 degrees□ □□e operation range is limited w□en used wit□ Artis floor/biplane □N□ □ax□weig□t□18 □g / 39□□8 lb□	□ 4,427
1	14434158	**Fixed upper body rad. protection** □□is radiation s□ield provides protection from scattered radiation□ It includes a fixed ceiling□mounted stand □85cm/ 33□5□□, a support arm □95 cm x 91 cm/ 35□8□x 37□4□□and acrylic glass□ □□e s□ield is made of acrylic glass wit□lead e□uivalent of 0□5mm /0□02□□w x □□□1 cm/24□x 7□ cm/29,9□□w□ic□can pivot and rotate around a fixed point wit□ a range of 3□0 degrees□ It is mounted on a counter□weig□ted, □eig□t□ad□ustable support arm t□at is fixed on a column wit□ a □eig□t of 850 mm/ 33□5□□ □ax□weig□t□18 □g/ 39□□8 lbs□	□ 4,□25
2	14455□9□	**Add. Display 24" with video cable** 24□□□□ display for flexible usage	□ 8,855

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Qty	Part No.	Item Description	Extended Price
		Including 3□m □□l□□ fiber□optic cable□	
1	144□5084	**Live 2k Imaging** Live 2□Imaging allows fluoroscopy, digital ac□uisition, and digital subtraction angiograp□y as well as display and storage in 2□ image matrix, for up to 15 fps□ □□e 2□image matrix allows an excellent spatial resolution □□□us, t□e image meets □ig□est expectations in angiograp□y and fulfills all prere□uisites for precise diagnostics and safe interventions□	□ 4,208
5	144□5240	**Video Converter Kit Uni** □□e □ideo Converter □it □ni allows t□e connection of one 3rd□party video signal e□g□ ultrasound, endoscope or patient monitoring□ □□e connected video source can be displayed on t□e Large □isplay and/or t□e AR□IS Coc□pit in t□e control room□ Possible □ideo Inputs□ □□A, YPbPr, S□□ideo, C□□S, □□l□□, □□□I, □P, S□I Per video connection one video converter is re□uired□	□ 15,□52
1	14455□33	**Add. Display with Live Image** 24□□□□ display for Live Image display□ Including 3□m cable wit□□□l□□ connection and transceiver for display installation on t□e rear of t□e □CS in combination wit□ t□e Large □isplay□	□ 4,427
1	144□514□	**2nd Display with Live Image** 24□□□□ display for Live Image display□ Including 3□m cable wit□□□l□□ connection and transceiver for display installation on t□e rear of t□e □CS in combination wit□ t□e Large □isplay□	□ 4,427
1	14455543	**Tabletop - wide** Patient positioning tabletop made of carbon fiber in wide, straig□t design for universal use□□□e tabletop is straig□t all t□e way to t□e □ead area□ □aximum patient weig□t□280 □g / □17□3 lbs□ □ eig□t□12□7 □g / 28□0 lbs□ Lengt□□2287 □1 mm / 90□1□□0□04□ □ idt□□525 □0□5 mm / 20□7□□0□02□ Intended only for use wit□ AR□IS tables□	□ 5,98□
1	14440447	**Acc. rail module, wide tabletop** □□is is an attac□able module wit□accessory rails for placing t□e control modules near t□e patient□s abdomen□ It includes a carbon fiber module wit□accessory rails □45 cm / 17□7□□attac□ed to t□e rig□t and left slides over t□e outer edges of t□e patient positioning tabletop□ Lengt□□48 cm □18□9 □□ □ idt□ □wit□out accessory rails□□55 cm / 21□□5□□ □ idt□ □wit□ accessory rails□□□1□8 cm / 24□33□□ □ eig□t□5□9 □g □13 lbs□□ □aximum weig□t□□0 □g □88□19 lbs□□□ Intended only for use wit□ Artis/ AR□IS wide tabletop□	□ 2,2□7
1	1445554□	**Tabletop - long** □abletop wit□ extended lengt□□ Intended only for use wit□ AR□IS tables□	□ 8,213
1	14455704	**Mattress-thick f. tabletop - long**	□ 3,□91

Qty	Part No.	Item Description	Extended Price
		□attress t□ic□ □atc□ing, special□foam mattress, 8 cm, incl□a latex□free cover□ □□is visco□elastic comfort mattress reacts to temperature and □as t□e special property of adapting to t□e individual body s□ape under t□e influence of body weig□t and □eat□	
1	14443019	**syngo EVAR Guidance** A dedicated application providing easy and automatic 3□ image guidance during E□AR procedures□ Pre□ac□uired C□ datasets are processed to automatically provide t□e relevant information for 3□ image guidance typically, in less t□an one minute□ □□e application provides□ □□ully automatic mes□ modeling of t□e aortic wall□ □□ully automatic generation of ostia target rings of main branc□ed vessels□ □Automated proposal of stent graft landing □ones□ □Automatic calculation of optimal C□arm angulations for stent deployment and radiation□free C□arm positioning□ □□e important anatomical landmar□s can be overlaid wit□ t□e live fluoroscopy or □SA for continuous dynamic 3□ image guidance during t□e procedure□	□1□,45□
1	14440411	**Intercom - Comfort** Intercom system for communication between examination room and control room□ It includes□ □A microp□one wit□ a control box for t□e control room□ □A microp□one wit□ an adaptive acoustic filter for bac□ground noise suppression for t□e examination room□ □A footswitc□ for conversation selection for t□e examination room□	□805
1	A□□PR□ICONC □□L□I	**IconoCeiling w multitilt table promotion** Promotional incentive to be used for configurations including t□e combination of an AR□IS icono ceiling mounted imaging system in combination wit□ t□e AR□IS multitilt table□No ot□er Promos can be combined□□ ust include one or more of t□e following□POS contract, □oo□ □ □ill, □ulti□unit purc□ase□ Re□uired Part Numbers□ One of 144□527□, 144□5279, 144□5277, 144□5280, 144□5278, 144□5281, AN□ 144□5045	□□50,000
1	A□A□RI□ □ICON O□SP	**Standard Rigging icono SP**	□15,392
1	A□A□□OR□□□□ L□1	**Essential Education Package (AXA)(HOR)** □□is Essential □ybrid Operating Room education pac□age includes□□□edicated Siemens Education Consultant□partnering wit□ your Education Coordinator to create a blended curriculum adapted to your facility's individual needs. □□lended Learning Curriculum□a combination of at least two □2□28 □our onsite trainings, digital □immersive, online □virtual□education, and instructor□led classroom elevated by ASR□ accreditation□□esigned for your team to maximi□e t□eir confidence and competence on your system□□On□site Customi□ation□optimi□ing system □ardware, software, wor□flow and operating safety consistent wit□ t□e cleared use of t□e	□83,09□

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Qty	Part No.	Item Description	Extended Price
		system□□Ongoing Educational Case Support□ability to re□uest onsite case□support for advanced procedures□□□e education will be delivered in four □4□p□ases□1 □Pre□ Installation: Customized Education Plan (CEP) tailored to your site's experience level and case types□□raining needs assessed on □ardware and software options, and ongoing procedure support□2□Pre□□o Live□blend of virtual courses □ instructor□led classroom training□3□□o Live□minimum of two □2□wee□s of onsite clinical applications sessions, guiding staff members, reinforcing concepts and practices ac□uired during pre□training□4□□ arranty /Post□□o Live□continuation of t□e CEP delivery□Ongoing case support on advanced re□uest and sub□ect to availability□Parties will mutually agree on deliverables and sc□eduling of t□e re□uested training□□□is educational offering must be utili□ed wit□in 12 mont□s following install end date□If t□is offering is not completed wit□in t□e applicable time period, Siemens obligation to provide t□e training will expire wit□out refund□	
3	A□A□CLS	**Classroom (AXA)** □uition for □1 □attendee for a customer classroom course of c□oice at one of t□e Siemens training centers□Includes economy airfare and lodging for □1 □attendee□All arrangements must be arranged t□roug□Siemens designated travel agency□Please view Siemens □ealt□ineers PEPconnect at www□pep□siemens□info□com for available course options and descriptions□□□is educational offering must be completed □12□ mont□s from install end date□If training is not completed wit□in t□e applicable time period, Siemens □ealt□ineers obligation to provide t□e training will expire wit□out refund□	□ 18,408
1	A□A□EL□R□C□ P□□EINS	**Elevate R Deinstallation Ceiling-Flr-MP**	□ 20,800
1	A□A□EL□R□C□ P□□EO□□	**Elevate R Deinstal Ceiling-Flr-MP Offset**	□□ 20,800
1	A□A□□RA□E□IN □ALLO□	**Trade-in of a Siemens Artis zee ceiling, project #2024-2731, deinstall/expires 3/31/2025, per BL Elevate ($1)**	□□ 1
1	EP□ 935515□P S	**Eaton Powerware 9355 15 kVA UPS** Includes □PS, battery, maintenance bypass panel, and one year on □site parts and labor coverage □24x7□by Eaton Powerware□ □□is □PS is recommended w□en protection and uninterruptible power is re□uired for t□e Artis□C □arm and table□ Emergency fluoroscopy is not available wit□t□is □PS□If emergency fluoroscopy is re□uired, t□e 9390 □1□0 □□A □PS is recommended for t□e full system□One □PS per lab□ Additional seismic brac□ets are re□uired to ma□e t□is system OS□P□ approved□	□ 24,949
2	□EL104013□□01 278	**Black anti-fatigue mat 36x60** □lac□ NewLife EcoPro anti□fatigue mat □3□inc□es x □0 inc□es□, 3/4 inc□ polyuret□ane foam, fluid and dirt resistant wit□ anti□microbial properties, matte textured surface□ □□e ultimate employee benefit for wor□ers w□o stand, are ergonomically designed to provide t□e perfect balance of premium comfort and optimal support□Proprietary Cellulon□Polyuret□ane □ec□nology stands up to t□e toug□demands of commercial environments w□ile providing lasting comfort t□at won t□bottom out over time□□□is eco□friendly line of anti□fatigue mats is certified by t□e National □loor Safety Institute for its □ig□ traction bottom surface□	□ 520
1	A□A□A□□L□RI□ □IN□	**Additional Rigging AXA $7,792**	□ 7,792
		System Total	**$ 1,174,686**

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OPTIONS on Quote Nr : CPQ-1051455 Rev. 0

OPTIONS for ARTIS icono ceiling Cardiology

All items listed below are OPTIONS and will be included on this system ONLY if initialed: *(See Detailed Technical Specifications at end of Proposal.)*

Qty	Part No.	Item Description	Extended Price	Initial to Accept
1	□AR□700□A□L	**Mark 7 Arterion, Table Mount Injector** □□e Arterion □ar□7 □able contrast medium in□ector allows for t□e remote installation of t□e system power supply and installation of t□e in□ector □ead onto a table brac□et□ □□e in□ector system includes□ Power supply and in□ector □ead wit□ corresponding cabling An ad□ustable □eig□t table brac□et for t□e in□ector □ead A des□ mounted user control console wit□ large touc□ screen □unctions Pressure limitation□ for 150 ml syringes □89 to 8273 □Pa, corresponds to 100 to 1200 psi□□ □low rates for 150 ml syringes□ 0□1 to 45 ml/s in increments of 0□1 ml/s 0□1 to 59□9 ml/min in increments of 0□1 ml/min rise/fall□0 to 9□9 s in increments of 0□1 seconds Release delay for in□ection or radiation□ 0 to 99□9 s in increments of 0□1 s□ Ad□ustable volume for 150 ml syringes□ 1 ml to t□e max□syringe capacity in increments of 1 ml□ □ill rate□ □ariable syringe filling speed 1□20ml/s□ In□ection protocols□ □p to 40 in□ection protocols possible□ Parameters currently displayed on t□e touc□screen display and on t□e □ead display□ In□ection speed In□ection volume Remaining volume In□ection duration Applied pressure Contrast medium □eating□ Nominal 35□C □95□□□□5□C □9□□□ In□ection data memory □p to 50 in□ection data items stored Included in t□e scope of delivery In□ector standard configuration 150 ml	**+ $ 30,836**	□□□□□□□□

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Qty	Part No.	Item Description	Extended Price	Initial to Accept
		SIE□ENS interface cable Operator □anual Service manual □Englis□□□ Power supply 200 □ to 250 □□50/□0 □□□		
1	□INSAR□700R	**Arterion Rack Mnt Install**	**+ $ 2,314**	□□□□□□□□
1	□AR□700PE□L	**Mark 7 Arterion, Pedestal System** □□e Arterion □ar□7 Pedestal contrast medium in□ector can be positioned anyw□ere at t□e patient positioning table on a mobile unit, for direct operation of all functions in t□e examination room□ □□e in□ector system includes□ A mobile pedestal stand wit□electronics unit, a contrast medium □eater and a connection cable to t□e manual release□ A support arm wit□in□ector □ead and a control lever for moving t□e in□ector □ead□ A user control console wit□large touc□screen and corresponding additional monitoring display on t□e in□ector □ead□ □unctions Pressure limitation□ for 150 ml syringes □89 to 8273 □Pa, corresponds to 100 to 1200 psi□□ □low rates for 150 ml syringes□ 0□1 to 45 ml/s in increments of 0□1 ml/s 0□1 to 59□9 ml/min in increments of 0□1 ml/min rise/fall□0 to 9□9 s in increments of 0□1 seconds Release delay for in□ection or radiation□ 0 to 99□9 s in increments of 0□1 s□ Ad□ustable volume for 150 ml syringes□ 1 ml to t□e max□syringe capacity in increments of 1 ml□ □ill rate□ □ariable syringe filling speed 1□20ml/s□ In□ection protocols□ □p to 40 in□ection protocols possible□ Parameters currently displayed on t□e touc□screen display and on t□e □ead display□ In□ection speed In□ection volume Remaining volume In□ection duration Applied pressure Contrast medium □eating□ Nominal 35□C □95□□□□5□C □9□□□ In□ection data memory □p to 50 in□ection data items stored Included in t□e scope of delivery In□ector standard configuration 150 ml SIE□ENS interface cable	**+ $ 29,016**	□□□□□□□□

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Qty	Part No.	Item Description	Extended Price	Initial to Accept
		Operator □anual Service manual □Englis□□□ Power supply 200 □ to 250 □□50/□0 □□□		
1	□INSAR□700P	**Arterion Pedestal Install**	**+ $ 1,606**	□□□□□□□□
1	□SC□7492493 120C0	**Boston Sci AVVIGO+ IVUS Mobile System** □oston Scientific A□□I□O□□obile I□□S System Includes□ A□□I□O□□uidance System □obile Platform□touc□ screen medical grade tablet wit□battery, des□top doc□ing station, digital pen, power supply, and Installation □uide □□R Lin□□□ty 1 Applications □raining Installation□ Installation by Boston Scientific included in Siemens' pricing □ arranty□ 1□year manufacturer warranty t□ru □oston Scientific□	**+ $ 132,000**	□□□□□□□□
1	□SC□7495551 000	**Boston Sci FFR Link/Signal Processing** □oston Scientific additional □□R Lin□ to be used wit□ A□□I□O□ I□□S System Installation□ Installation by Boston Scientific included in Siemens' pricing □ arranty□ 1□year manufacturer warranty t□ru □oston Scientific□	**+ $ 6,700**	□□□□□□□□
1	SR□□749A□□I □OEC31	**Boston Sci EssentialCare Service- 2 Yr** □oston Scientific 2 Year EssentialCare Service Plan for A□□I□O□ Includes□Support □Access to tec□nicians via p□one, 24/7 p□one support during patient procedure, priority designation in service and repair □ueue, 2 business day response time□□Repair □ □aintenance □100□ coverage on replacement parts, travel, □ labor, 1 Preventative □aintenance every 12 mont□s□□□pdates □ □pgrades □all software updates□□and S□ipping □standard 2 business day s□ipping□	**+ $ 31,500**	□□□□□□□□
1	□OLIN□RA7	**Philips Intrasight 7 integrated** P□ilips Intrasig□t 7 includes t□e following□ IntraSig□t interventional application platform – Includes CP□ wit□ □ indows, 19 inc□ monitor, mouse, □eyboard and cabling □it□ Imaging I□□S license □Includes digital, rotational and C□roma□lo I□□S P□ysiology license – Includes i□R □yperemia free lesion assessment modality, □□R modality □ouc□ screen module □□S□ □ P□ilips Remote Services I□□S and i□R co□registration/tri□registration – Includes Sync□ision CP□, monitor, □oystic□, mouse, □eyboard and cabling □it □evice detection □uantitative coronary analysis □essel en□ancement Installation and one year warranty provided by P□ilips□	**+ $ 234,000**	□□□□□□□□
1	14440452	**Catheter bracket** □□is item can be positioned at t□e foot end of t□e patient table□ It is made of stainless steel and attac□ed at t□e accessory rail at t□e foot end□	**+ $ 787**	□□□□□□□□

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Qty	Part No.	Item Description	Extended Price	Initial to Accept
		It includes a table extension□ Intended only for use wit□ Artis / AR□IS tables□		
1	144□5205	**PERISTEPPING / PERIVISION** C□arm stepping for real□time bolus c□asing□ Perip□eral digital angiograp□y wit□steppingand online subtraction display□	**+ $ 18,827**	□□□□□□□□

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FINANCING: □□e e□uipment listed above may be financed t□roug□ Siemens□As□ us about our full range of financial products t□at can be tailored to meet your business and cas□ flow re□uirements□□or furt□er information, please contact your local Sales Representative□

ACCESSORIES: □on□t forget to as□ us about our line of OE□ imaging accessories to complete your purc□ase□All accessories can be purc□ased or financed as part of t□is order□□o purc□ase accessories directly or to receive our accessories catalog, please call us directly at 1□888□222□9944 or contact your local Sales Representative□

COMPLIANCE: Compliance wit□ legal and internal regulations is an integral part of all business processes at Siemens□Possible infringements can be reported to our communication c□annel “Let □s □now”□

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Siemens Medical Solutions USA, Inc. General Terms and Conditions

1. GENERAL

1.1 Contract Terms and Acceptance. □□ese terms and conditions ("Agreement") constitute an integral part of any contract between Seller and Purc□aser identified on t□e first page □ereof and s□all govern t□e sale of t□e products identified in such quotation ("Products"). Purc□aser ac□nowledges t□at t□is is a commercial and not a consumer transaction□Purc□aser s□all be deemed to □ave assented to, and to □ave waived any ob□ection to, t□is Agreement upon t□e earliest to occur of any of t□e following: Purchaser's completion or execution of this Agreement; Purchaser's acceptance of all or any part of the Products; Purchaser's issuance of a purchase order for any Products identified on Seller's quotation or proposal□or delivery of t□e Products to t□e common carrier for s□ipment pursuant □ereto□

1.2 Refurbished/Used Products□ □or Products identified on t□is Agreement as used or refurbis□ed Products, t□ese Products □ave been previously owned and used□□ □en delivered to Purc□aser, suc□ Products will perform in accordance with the manufacturer's specifications□Since pre□owned Products may be offered simultaneously to several customers, t□e availability of suc□ Products to Purc□aser cannot be guaranteed□If t□e Products are no longer available, Seller will use its best efforts to identify ot□er suitable products in its inventory□If substitute products are not acceptable to Purc□aser, t□en Seller will cancel t□e order and refund to Purc□aser any deposits previously paid□□□e warranty period for any used or refurbis□ed Products will be separately stated on t□e □uotation□

1.3 Third Party Products. If t□is Agreement includes t□e sale of t□ird party products not manufactured by Seller, t□en Purc□aser agrees and ac□nowledges t□at □a□ Purc□aser □as made t□e selection of t□ese products on its own, □b□t□e products are being ac□uired by Seller solely at t□e re□uest of and for t□e benefit and convenience of Purc□aser, □c□no representation, warranty or guarantee □as been made by Seller wit□ respect to t□e products, □d□ t□e obligation of Purc□aser to pay Seller for t□e products is absolute and unconditional, □e□use of t□e products may be subject to Purchaser's agreement to comply with any software licensing terms imposed by t□e manufacturer□ and □f□ unless ot□erwise indicated by Seller in writing, Seller is not responsible for any re□uired installation, validation, product recall, warranty service, maintenance, complaint □andling, or any ot□er applicable □□A regulatory re□uirements, and t□e Purc□aser will loo□ solely to t□e manufacturer regarding t□ese services and will assert no claim against Seller wit□ respect to t□ese products□

2. PRICES

2.1 Quotations□□nless ot□erwise agreed to in writing or set fort□ in t□e □uotation, all prices □uoted by Seller and amounts payable by Purc□aser are in □□S□dollars, and include Seller's standard packaging. The prices quoted to Seller assume t□at t□e Seller is located in, and will use t□e Products in, t□e □□S□If not, suc□ □uotation will be void□ □nless ot□erwise stated, t□e □uotation s□all only be valid for forty□five □45□days from t□e date of t□e □uotation□ Payment s□all be made via c□ec□ or AC□/□ ire□any use of alternative payment met□od must be approved in advance by Seller and may include any applicable services c□arges□

2.2 Delay in Acceptance of Delivery. S□ould t□e agreed delivery date be postponed by Purc□aser, Seller s□all □ave t□e rig□t to deliver t□e Products to storage at Purc□aser's ris□ and expense, and payments due upon delivery s□all become due upon suc□ delivery to storage□

3. TAXES

3.1 Any sales, use or manufacturer's tax w□ic□ may be imposed upon t□e sale or use of Products, or any property tax levied after readiness to s□ip, or any excise tax, license or similar fee □excluding t□e □edical □evice Excise □ax as set fort□ in Section 4191 of t□e Internal Revenue Code of 198□, as amended□ re□uired under t□is transaction, s□all be in addition to t□e □uoted prices and s□all be paid by Purc□aser□Notwit□standing t□e foregoing, Seller agrees to □onor any valid tax exemption certificate provided by Purc□aser□

4. TERMS OF PAYMENT; DEFAULT

4.1 Payments; Due Date. Payment s□all be made in accordance with the 'Terms of Payment' reflected in the quotation detailed above based upon Purchaser's group purchasing organization ("GPO") affiliation as of the date of t□e □uotation□In t□e event no terms of payment are detailed in t□e □uotation above, t□en Purc□aser s□all pay Seller as follows□an initial deposit of 10□ of t□e purc□ase price for eac□ Product is due upon submission of t□e purc□ase order, an additional 80□ of t□e purc□ase price is due upon delivery of eac□ Product, and t□e final 10□ of t□e purc□ase price is due upon completion of installation or w□en t□e Products are available for first patient use,

w□ic□ever occurs first□ □nless ot□erwise agreed, all payments ot□er t□an t□e initial deposit are due net t□irty □30□days from t□e date of invoice□Seller s□all □ave no obligation to complete installation until t□e payment due upon delivery is received□Partial s□ipments s□all be billed as made, and payments for suc□ s□ipments will be made in accordance wit□ t□e foregoing payment terms□

4.2 Late Payment. A service c□arge of 1□ □ per mont□, not to exceed t□e maximum rate allowed by law, s□all be made on any portion of Purc□aser□s outstanding balance w□ic□ is not paid w□en due□ Payment of suc□ service charge shall not excuse or cure Purchaser's breac□ or default for late payment□

4.3 Payment of Lesser Amount. If Purc□aser pays, or Seller ot□erwise receives, a lesser amount t□an t□e full amount provided for under t□is Agreement, suc□ payment s□all not constitute or be construed ot□er t□an as on account of t□e earliest amount due Seller□ No endorsement or statement on any c□ec□ or payment or elsew□ere s□all constitute or be construed as an accord or satisfaction□

4.4 Where Payment Due Upon Installation or Completion. S□ould any terms of payment provide for eit□er full or partial payment upon completion of installation or t□ereafter, and completion of installation is delayed for any reason for w□ic□ Seller is not responsible beyond t□e installation date set fort□ in t□e Notice to □anufacture Letter issued by Seller □or as ot□erwise agreed by bot□ parties in writing□, as applicable, t□en t□e balance of payments s□all be due on t□e day following suc□ sc□eduled installation date□

4.5 Default; Termination □Eac□ of t□e following s□all constitute an event of default under t□is Agreement□ □i□a failure by Purc□aser to ma□e any payment w□en due□ □ii□a failure by Purc□aser to perform any ot□er obligation under t□is Agreement wit□in t□irty □30□days of receipt of written notice from Seller□or □iii□t□e commencement of any insolvency, ban□ruptcy or similar proceedings by or against Purc□aser□

□pon t□e occurrence of any event of default, at Seller's election: (a) the entire amount of any indebtedness and obligation due Seller under t□is Agreement and interest t□ereon s□all become immediately due and payable□ (b) Seller may suspend t□e performance of any of Seller's obligations hereunder, including, but not limited to, obligations relating to delivery, installation and warranty services□ (c) Purc□aser s□all put Seller in possession of t□e Products upon demand□ (d) Seller may sell or ot□erwise dispose of all or any part of t□e Products and apply t□e proceeds t□ereof against any indebtedness or obligation of Purc□aser under t□is Agreement□and/or □e□if t□is Agreement or any indebtedness or obligation of Purc□aser under t□is Agreement is referred to an attorney for collection or reali□ation, Purc□aser s□all pay to Seller all costs of collection and reali□ation □including, wit□out limitation, a reasonable sum for attorneys' fees); and Purc□aser s□all pay any deficiency remaining after collection of or reali□ation by Seller on t□e Products□ In addition, Seller may terminate t□is Agreement upon written notice to Purc□aser in t□e event t□at Purc□aser is not approved for credit or upon t□e occurrence of any material adverse c□ange in t□e financial condition or business operations of Purc□aser□

4.6 Financing□ Notwit□standing any arrangement t□at Purc□aser may ma□e for t□e financing of t□e purc□ase price of t□e Products, t□e parties agree t□at any suc□ financing arrangement s□all □ave no effect on t□e Purchaser's payment obligations under this Agreement, including but not limited to Sections 4□1 and 4□2 above□

5. EXPORT TERMS

5.1 Purc□aser s□all comply wit□ all applicable sanctions, embargoes, and □e□export control laws and regulations and, in any event wit□ t□ose of t□e □nited States of America and any locally applicable □urisdiction (collectively "Export Regulations").

5.2 □pon re□uest by Seller, Purc□aser s□all promptly provide Seller wit□ all information pertaining to t□e particular end customer, t□e particular destination and t□e particular intended use of t□e Products and Services provided □erein□ Purc□aser will notify Seller prior to Purc□aser disclosing any information to Seller t□at is defense related or re□uires controlled or special data □andling pursuant to applicable government regulations and will use t□e disclosure tools and met□ods specified by Seller□

5.3 Purc□aser will indemnify and □old □armless Seller, its affiliates, subcontractors, and t□eir representatives against any claims, damages, fines and costs □including attorney's fees and expenses) relating in any way to Purchaser's noncompliance with this Section 5, including Purchaser's and its third party business partners' violation or alleged violation of any Export Regulations, and Purc□aser will compensate Seller for all losses and expenses resulting t□ereof□

6. DELIVERY, RISK OF LOSS

6.1 Delivery Date. □elivery and installation dates will be establis□ed by mutual agreement of t□e parties as set fort□ in t□e Notice to □anufacture Letter issued by t□e Seller, as applicable or as ot□erwise agreed by t□e parties

in writing□Seller s□all ma□e reasonable efforts to meet suc□ delivery date□s□□

6.2 Risk of Loss; Title Transfer. □nless ot□erwise agreed to in writing, t□e following s□all apply□

□a□ □or Products t□at do not re□uire installation by Seller, and for options and add□on products purc□ased subse□uent to delivery and installation of Products purc□ased under t□is Agreement, delivery s□all be complete upon transfer of possession to common carrier, □□O□□□S□ipping Point, w□ereupon title to and all ris□ of loss, damage to or destruction of t□e Products s□all pass to Purc□aser□

□b□ □or Products t□at re□uire installation by Seller, delivery s□all be complete upon delivery of t□e Products to Purchaser's designated site, F.O.B. Destination; w□ereupon title to and all ris□ of loss, damage to or destruction of suc□ Products s□all pass to Purc□aser upon completion of delivery□

□c□ All freig□t c□arges and ot□er transportation, pac□ing and insurance costs, license fees, custom duties and ot□er similar c□arges s□all be t□e sole responsibility of Purc□aser unless included in t□e purc□ase price of t□e Products or s□own as included in t□e □uotation or ot□erwise agreed to in writing by Seller□In t□e event of any loss or damage to any of t□e Products during s□ipment, Seller and Purc□aser s□all cooperate in ma□ing any insurance claim□

7. SECURITY INTEREST/FILING

7.1 Purc□aser grants to Seller a security interest in t□e Products until payment in full by Purc□aser□Purc□aser s□all sign any financing statements or ot□er documents necessary to perfect Seller's security interests in the Products□ Purc□aser furt□er represents and covenants t□at □a□it will □eep t□e Products in good order and repair until t□e purc□ase price □as been paid in full, □b□it will promptly pay all taxes and assessments upon t□e Products or t□e use t□ereof, □c□it will not attempt to transfer any interest in t□e Products until t□e purc□ase price □as been paid in full, and □d□it is solvent and financially capable of paying t□e full purc□ase price for t□e Products□

8. CHANGES, CANCELLATION, AND RETURN

8.1 Orders accepted by Seller are not sub□ect to change except upon Seller's written agreement.

8.2 Orders accepted by Seller are non□cancellable by Purchaser except upon Seller's written consent and payment by Purc□aser of a cancellation c□arge e□ual to 10□ of t□e price of t□e affected Products, plus any s□ipping, insurance, inspection and refurbis□ment c□arges t□e cost of providing any training, education, site evaluation or ot□er services completed by Seller□and any return, cancellation or restoc□ing fees wit□ respect to any □□ird Party Products ordered by Seller on be□alf of Purc□aser□ Seller may retain any payments received from Purc□aser up to t□e amount of t□e cancellation c□arge□In no event can an order be cancelled by Purc□aser or Products be returned to Seller after s□ipment□

8.3 Seller reserves t□e rig□t to c□ange t□e manufacture and/or design of its Products if, in t□e □udgment of Seller, suc□ c□ange does not alter t□e general function of t□e Products□

9. FORCE MAJEURE

9.1 Seller s□all not be liable for any loss or damage for delay in delivery, inability to install or any ot□er failure to perform due to causes beyond its reasonable control including, but not limited to, acts of □od or t□e public, war, civil commotion, bloc□ades, embargoes, calamities, floods, fires, eart□□ua□es, explosions, storms, epidemics, pandemics, stri□es, loc□outs, labor disputes, or unavailability of labor, raw materials, power or supplies□ S□ould suc□ a delay occur, Seller may reasonably extend delivery or production sc□edules or, at its option, cancel t□e order in w□ole or part wit□out liability ot□er t□an to return any unearned deposit or prepayment□

10. WARRANTY

10.1 Seller warrants t□at t□e Products manufactured by Seller and sold □ereunder s□all be free from defects in material or wor□mans□ip under normal use and service for t□e warranty period □□□e final assembled Products s□all be new alt□oug□ t□ey may include certain used, rewor□ed or refurbis□ed parts and components □e□g□, circuit boards□ t□at comply wit□ performance and reliability specifications and controls. Seller's obligation under this warranty is limited, at Seller's option, to the repair or replacement of t□e Product or any part t□ereof□□nless ot□erwise set fort□ in t□e Product □ arranty attac□ed □ereto and incorporated herein by reference ("Product Warranty"), the warranty period s□all commence upon t□e earlier of t□e date t□at t□e Products □ave been deemed installed in accordance wit□ Section 12 □ereof □w□ic□ date s□all be confirmed in writing by Seller□or first patient use, and s□all continue for twelve □12□ consecutive mont□s□ Seller ma□es no warranty for any Products made by persons ot□er t□an Seller or its affiliates, and Purchaser's sole warranty t□erefor, if any, is t□e original manufacturer□s warranty, w□ic□ Seller agrees to pass on to Purc□aser, as applicable□ □□e warranty provided by Seller under t□is Section 10 extends only to t□e original Purc□aser, unless the Purchaser obtains the Seller's prior written consent

wit□respect to any sale or ot□er transfer of t□e Products during t□e term of t□e warranty□

10.2 No warranty extended by Seller s□all apply to any Products w□ic□ □ave been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force ma□eure occurrence as described in Section 9 hereof or by the Purchaser's failure to operate the Products in accordance with the manufacturer's instructions or to maintain t□e recommended operating environment and line conditions□w□ic□ are defective due to unaut□ori□ed attempts to repair, relocate, maintain, service, add to or modify t□e Products by t□e Purc□aser or any t□ird party or due to t□e attac□ment and/or use of non□ Seller supplied parts, e□uipment or software wit□out Seller's prior written approval; which failed due to causes from wit□in non□Seller supplied e□uipment, parts or software including, but not limited to, problems wit□ t□e Purchaser's network; or which have been damaged from t□e use of operating supplies or consumable parts not approved by Seller□ In addition, t□ere is no warranty coverage for any transducer or probe failure due to events suc□ as crac□ing from □ig□ impact drops, cable rupture from rolling e□uipment over t□e cable, delamination from cleaning wit□ inappropriate solutions, or □EE bite mar□s□ Seller may effectuate any repairs at Purchaser's facility, and Purc□aser s□all furnis□ Seller safe and sufficient access for suc□ repair□Repair or replacement may be wit□ parts or products t□at are new, used or refurbis□ed□ Repairs or replacements s□all not interrupt, extend or prolong t□e term of t□e warranty□Purc□aser s□all, upon Seller's request, return the non□complying Product or part to Seller wit□ all transportation c□arges prepaid, but s□all not return any Product or part to Seller without Seller's prior written aut□ori□ation□Purc□aser s□all pay Seller its normal c□arges for service and parts for any inspection, repair or replacement that falls outside of Seller's warranty. Seller's warranty does not apply to consumable materials, disposables, supplies, accessories and collateral e□uipment, except as specifically stated in writing or as ot□erwise set fort□ in t□e Product □ arranty□

10.3 □□is warranty is made on condition t□at immediate written notice of any noncompliance be given to Seller and Seller's inspection reveals that Purchaser's claim is covered under t□e terms of t□e warranty □□e□, t□at t□e noncompliance is due to traceable defects in original materials and/or wor□mans□ip□□

10.4 Purc□aser s□all provide Seller wit□ bot□ on□site and remote access to t□e Products□ □□e remote access shall be provided through the Seller's Smart Remote Services software in accordance wit□ t□e Smart Remote Services Sc□edule attac□ed □ereto and incorporated □erein□

10.5 □ arranty service will be provided wit□out c□arge during Seller□s regular wor□ing □ours □8□30□5□00□, □onday through Friday, except Seller's recognized holidays, unless ot□erwise agreed to in writing by bot□ parties□If Purc□aser re□uires t□at service be performed outside t□ese □ours, suc□ service can be made available at an additional charge, at Seller's then current rates. The obligations of Seller described in this Section are Seller's only obligations and Purchaser's sole and exclusive remedy for a breac□ of product warranty□

10.6 SELLER MAKES NO WARRANTY OTHER THAN THE ONE SET FORTH HEREIN AND IN THE PRODUCT WARRANTY. SUCH WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSES, AND SUCH CONSTITUTES THE SOLE AND EXCLUSIVE WARRANTY MADE WITH RESPECT TO THE PRODUCTS, SERVICE OR OTHER ITEM FURNISHED UNDER THIS AGREEMENT.

10.7 In t□e event of any inconsistencies between t□e terms of t□is Section 10 and t□e terms of t□e Product □ arranty, t□e terms of t□e Product □ arranty s□all prevail□

11. LIMITATION OF LIABILITY

11.1 In no event shall Seller's liability hereunder exceed t□e actual loss or damage sustained by Purc□aser, up to t□e purc□ase price of t□e Products□□□e foregoing limitation of liability s□all not apply to claims for bodily in□ury or damages to real property or tangible personal property to the extent arising from Seller's negligence or a product defect□

11.2 SELLER SHALL NOT BE LIABLE FOR ANY LOSS OF USE, REVENUE OR ANTICIPATED PROFITS; COST OF SUBSTITUTE PRODUCTS OR SERVICES; LOSS OF STORED, TRANSMITTED OR RECORDED DATA; OR FOR ANY INDIRECT, INCIDENTAL, UNFORESEEN, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY OR FORM OF ACTION, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEREOF, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SALE OR USE OF THE PRODUCTS. THE FOREGOING IS A SEPARATE, ESSENTIAL TERM OF THIS AGREEMENT AND SHALL BE EFFECTIVE UPON THE FAILURE OF ANY REMEDY, EXCLUSIVE OR NOT.

12. INSTALLATION - ADDITIONAL CHARGES

12.1 General □□nless ot□erwise expressly stipulated in writing, t□e Products s□all be installed by and at t□e expense of Seller except t□at Seller s□all not provide rigging or site preparation services unless ot□erwise agreed to in writing by Seller for an additional c□arge□ Seller will not install accessory items suc□ as cabinets, illuminators, dar□room e□uipment or processors for □□Ray and C□ e□uipment, unless ot□erwise agreed to in writing by Seller□

12.2 Installation by Seller. If Seller specifies it will install t□e Products, t□e following applies□sub□ect to fulfillment of t□e obligations set fort□ in Section 12□3 below, Seller s□all install t□e Products and connect t□em to t□e re□uisite safety switc□es and power lines to be installed by Purc□aser□ Except as ot□erwise specified below, if suc□ installation and connection are performed by Seller's technical personnel, prices shown include the cost t□ereof, provided t□at t□e installation and connection can be performed wit□in t□e Continental □nited States or Puerto Rico and during normal business □ours□ Any overtime c□arges or ot□er special expenses re□uired to install t□e Products s□all be additional c□arges to t□e prices s□own□

12.3 Purchaser's Obligations. Purc□aser s□all, at its expense, provide all proper and necessary labor and materials for plumbing service, carpentry wor□, conduit wiring, and ot□er preparations re□uired for suc□ installation and connection□ All suc□ labor and materials s□all be completed and available at t□e time of delivery of t□e Products so t□at Seller may commence wit□ installation and final calibration wit□out delay□ Additionally, Purc□aser s□all provide free access to t□e installation site and, if necessary, safe and secure space for storage of Products and e□uipment prior to installation by Seller□ Purc□aser s□all be responsible, at its sole cost and expense, for obtaining all permits, licenses and approvals re□uired by any federal, state or local aut□orities in connection wit□ t□e installation and operation of t□e Products, including but not limited to any certificate of need and □oning variances□ Purc□aser s□all provide a suitable environment for t□e Products and s□all ensure t□at its premises are free of □a□ardous conditions and any concealed or dangerous conditions and t□at all site re□uirements are met at time of delivery□ Seller s□all delay installation of t□e Products until Purc□aser □as completed t□e removal of any □a□ardous materials and □as ta□en any ot□er precautions and completed any ot□er pre□ installation wor□ re□uired by applicable regulations and/or Seller specifications□ and Purc□aser s□all reimburse Seller for any increased costs and expenses incurred by Seller t□at are t□e result of or are caused by suc□ delay□ In t□e event t□at Purc□aser re□uests delivery prior to t□e completion of its site readiness obligations, Purc□aser assumes all ris□ of damage or loss to t□e Products associated wit□ suc□ early delivery and s□all reimburse Seller for any increased costs and expenses incurred by Seller t□at are t□e result of or are caused by any suc□ early delivery□ In t□e event t□e delivery of t□e Products is delayed wit□out prior written approval by Seller by more t□an forty□five □45□ calendar days from t□e sc□eduled delivery date in accordance wit□ Section □1 □erein due to Purchaser's failure to complete all requisite pre□installation work or Purchaser's refusal to accept delivery, then the Products s□all be deemed installed on t□e sc□eduled delivery date for t□e purposes of Section 10□1 □erein□

In t□e event t□at Seller is re□uested to supervise t□e installation of t□e Products, it remains t□e Purc□aser's responsibility to comply wit□ local regulations□ Seller is not an arc□itect and all drawings furnis□ed by Seller are not construction drawings□ If local labor conditions, including a re□uirement to use union labor, re□uire t□e use of non□ Seller employees to participate in t□e installation of t□e Product or ot□erwise causes delays or any additional expenses, t□en any suc□ additional costs s□all be at Purchaser's expense.

12.4 Regulatory Reporting. In t□e event t□at any regulatory activity is performed by anyone ot□er t□an Seller's authorized personnel, then Purchaser shall be responsible for fulfilling any and all reporting re□uirements□

12.5 Completion of Installation. Installation s□all be complete upon t□e conclusion of final calibration and checkout under Seller's standard procedures to verify that t□e Products meet applicable written performance specifications□ Notwit□standing t□e foregoing, first use of t□e Products by Purc□aser, its agents or employees for any purpose after delivery s□all constitute completion of installation□

13. PATENT, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

13.1 Infringement by Seller. Seller warrants t□at t□e Products manufactured by Seller and sold □ereunder do not infringe any □□S□patent or copyrig□t□ If Purc□aser receives a claim t□at any suc□ Products, or parts t□ereof, infringe upon t□e rig□ts of ot□ers under any □□S□patent or copyrig□t, Purc□aser s□all notify Seller immediately in writing□ Provided t□at Purc□aser gives Seller information, assistance and exclusive aut□ority to evaluate, defend and settle suc□ claims, Seller s□all at its own expense and option□ indemnify and defend Purc□aser against suc□ claims□ settle suc□ claims□ procure for Purc□aser t□e rig□t to use t□e Products□ or remove or modify t□em to avoid infringement□ If none of t□ese alternatives is available on terms reasonable to Seller, t□en Purc□aser s□all return t□e Products to Seller and Seller s□all refund to Purc□aser t□e

purc□ase price paid by Purc□aser less reasonable depreciation for Purchaser's use of the Products. The foregoing states Seller's entire obligation and liability, and Purchaser's sole remedy, for claims of infringement.

13.2 Infringement by Purchaser □If some or all of t□e Products sold □ereunder are made by Seller pursuant to drawings or specifications furnis□ed by Purc□aser, or if Purc□aser modifies or combines, operates or uses t□e Products ot□er t□an as specified by Seller or wit□ any product, data, software, apparatus or program not provided or approved by Seller, t□en t□e indemnity obligation of Seller under Section 13□1 s□all be null and void□

14. DESIGNS AND TRADE SECRETS; LICENSE; CONFIDENTIALITY

14.1 Any drawings, data, designs, software programs or ot□er tec□nical information supplied by Seller to Purc□aser in connection wit□ t□e sale of t□e Products s□all remain Seller's property and shall at all times be held in confidence by Purc□aser□

14.2 □or all Products w□ic□ utili□e software for t□eir operation, suc□ □Applications Software□s□all be licensed to Purchaser under the terms of Seller's Software License Sc□edule attac□ed □ereto □if applicable□□

14.3 Seller and Purc□aser s□all maintain t□e confidentiality of any information provided or disclosed to t□e ot□er party relating to t□e business, customers and/or patients of t□e disclosing party, as well as t□is Agreement and its terms □including t□e pricing and ot□er financial terms under w□ic□ t□e Purc□aser will be purc□asing t□e Products□□Eac□ party s□all use reasonable care to protect t□e confidentiality of t□e information disclosed, but no less t□an t□e degree of care it would use to protect its own confidential information, and s□all only disclose t□e ot□er party's confidential information to its employees and agents □aving a need to □now t□is information□ □□e obligations of confidentiality set fort□ □erein s□all not apply to any information in t□e public domain at t□e time of disclosure or t□at is re□uired to be disclosed by court order or by law□

15. ASSIGNMENT

15.1 Neit□er party may assign any rig□ts or obligations under t□is Agreement wit□out t□e prior written consent of t□e ot□er, w□ic□ s□all not be unreasonably wit□□eld□Any attempt to do so s□all be void, except t□at Seller may assign t□is Agreement wit□out consent to any subsidiary or affiliated company, and may delegate to aut□ori□ed subcontractors or service suppliers any wor□ to be performed under t□is Agreement so long as Seller remains liable for t□e performance of its obligations under t□is Agreement□□□is Agreement s□all inure to and be binding upon t□e parties and t□eir respective successors, permitted assigns and legal representatives□

16. COSTS AND FEES

16.1 In t□e event t□at any dispute or difference is brou□t arising from or relating to t□is Agreement or t□e brea□, termination or validity t□ereof, t□e prevailing party s□all be entitled to recover from t□e ot□er party all reasonable attorneys' fees incurred, together with such ot□er expenses, costs and disbursements as may be allowed by law□

17. MODIFICATION

17.1 □□is Agreement may not be c□anged, modified or amended except in writing signed by duly aut□ori□ed representatives of t□e parties□

18. GOVERNING LAW; WAIVER OF JURY TRIAL

18.1 □□is Agreement s□all be governed by t□e laws of t□e state w□ere t□e Products s□will be installed, wit□out regard to that state's choice of law principles.

18.2 EACH OF THE PARTIES EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE UNDER THIS AGREEMENT.

19. COST REPORTING

19.1 Purc□aser agrees t□at it must fully and accurately report prices paid under t□is Agreement, net of all discounts, as re□uired by applicable law and contract, including wit□out limitation 42 C□R □1001□952□□, in all applicable □edicare, □edicaid and state agency cost reports□Purc□aser s□all retain a copy of t□is Agreement and all ot□er communications regarding t□is Agreement, toget□er wit□ t□e invoices for purc□ase and permit agents of t□e □S□□epartment of □ealt□ and □uman Services or any state agency access to suc□ records upon re□uest□

20. INTEGRATION

20.1 □□ese terms and conditions, including any attac□ments or ot□er documents incorporated by reference □erein, constitute t□e entire, complete and exclusive statement of agreement wit□ respect to t□e sub□ect matter □ereof, and supersede any and all prior agreements, understandings and communications between t□e parties wit□ respect to t□e Products□ Purchaser's additional or different terms and conditions stated in a purc□ase order, bid documents or any ot□er document issued by Purc□aser are specifically re□ected and s□all not apply to t□e transactions contemplated under this Agreement. In the event Purchaser's GPO affiliation is identified in the 'Purchasing Agreement' section of the

□uotation, t□en t□e terms of suc□ □PO agreement to w□ic□ Purc□aser is a participating member s□all apply as identified, provided t□at in t□e event of a conflict between t□e terms and conditions of t□is Agreement and t□e terms and conditions of any applicable □PO agreement to w□ic□ Purc□aser is a participating member, t□e terms and conditions of t□is Agreement s□all control□

21. SEVERABILITY; HEADINGS

21.1 No provision of t□is Agreement w□ic□ may be deemed unenforceable will in any way invalidate any ot□er portion or provision of t□is Agreement□Section □eadings are for convenience only and □ave no substantive effect□

22. WAIVER

22.1 No failure and no delay in exercising, on t□e part of any party, any rig□t under t□is Agreement will operate as a waiver t□ereof, nor will any single or partial exercise of any rig□t preclude t□e furt□er exercise of any ot□er rig□t□

23. NOTICES

23.1 Any notice or ot□er communication under t□is Agreement s□all be deemed properly given if in writing and delivered in person or mailed, properly addressed and stamped wit□ t□e re□uired postage, to t□e intended recipient at its address specified on t□e face □ereof□

24. RIGHTS CUMULATIVE

24.1 □□e rig□ts and remedies afforded to Seller under t□is Agreement are in addition to, and do not in any way limit, any ot□er rig□ts or remedies afforded to Seller by any ot□er agreement, by law or ot□erwise□

25. END USER CERTIFICATION

25.1 Purc□aser represents, warrants and covenants t□at it is ac□uiring t□e Products for its own end use and not for reselling, leasing or transferring to a t□ird party □except for lease□bac□ financing arrangements t□at □ave been approved by Seller□□

26. ACCESS TO BOOKS AND RECORDS

26.1 □o t□e extent re□uired by Section 18□1 v □1□□ of t□e Social Security Act and t□e regulations promulgated t□ereunder, until t□e expiration of four □4□years after t□e furnis□ing of any Product or service pursuant to t□is Agreement, Seller s□all ma□e available, upon written re□uest by t□e Secretary of □ealt□ and Human Services (the "Secretary"), or upon request by the Comptroller General (the "Comptroller"), or any of their duly aut□ori□ed representatives, copies of t□is Agreement and any boo□s, documents, records or ot□er data of Seller t□at are necessary to certify t□e nature and extent of any costs incurred by Purc□aser for suc□ Products and services□If Seller carries out any of its duties under t□is Agreement t□roug□ a subcontract wit□ a related organi□ation involving a value or cost of ten t□ousand dollars □□10,000□or more over a twelve □12□mont□ period, Seller will cause suc□ subcontract to contain a clause to t□e effect t□at, until t□e expiration of four □4□years after t□e furnis□ing of any Product or service pursuant to said contract, t□e related organi□ation will ma□e available upon t□e written re□uest of t□e Secretary or t□e Comptroller, or any of t□eir duly aut□ori□ed representatives, copies of records of said related organi□ation t□at are necessary to certify t□e nature and extent of cost incurred by Purc□aser for suc□ Product or service□

Smart Remote Services Schedule
To the Terms and Conditions of Sale

Seller and Purc□aser agree t□at t□e provision of service and support for t□e Products s□all be provided in accordance with this Smart Remote Services ("SRS") Sc□edule□All capitali□ed terms not defined □erein s□all □ave t□e meanings given to t□em in t□e Agreement detailed above□

a□ System □onitoring□Seller provides services for remote monitoring of certain Products used by Purc□aser □ereafter, □Applicable E□uipment□□□In connection wit□ suc□ services, Seller uses SRS, a persistent online connection between Seller or its affiliates and t□e Applicable E□uipment to monitor t□e performance of Applicable E□uipment and deliver updates and patc□es to permit Seller monitoring of t□e performance of t□e Applicable Equipment anonymously ("SRS Connection"). SRS is installed on t□e analy□er computer or server, and wor□s wit□in a domain environment, wor□group, or on a standalone system□In t□e event t□at Purc□aser fails to provide or maintain t□e SRS Connection for t□e Applicable E□uipment, t□en Seller s□all □ave t□e option to terminate t□e provision of warranty service and support under t□e Agreement and any applicable Supplements or Sc□edules t□ereto□In addition, any □ptime Performance □uarantee or Availability Commitment of t□e Applicable E□uipment □if applicable□s□all be void if t□e SRS Connection is not provided and available 24 □ours per day, 7 days a wee□□ For the purposes of this Schedule, 'Security Concept' means Seller I□ security concept, w□ic□ can be found under t□e following lin□ or w□ic□ Seller will send to Purc□aser upon re□uest□

□ttps□//mar□eting□webassets□siemens□□ealt□ineers□com/4275155d5aa2ce02/a022□f9a8dd8/Smart□Remote□Services□Security□Concept□□10□pdf

'Technical Data' means information available through the SRS Connection and may include□ i□application logfiles, errors occurred, device properties, □uality control □tec□nical status information□□ ii□configuration, software versions, patc□es, licenses, networ□ settings, device service □istory □asset and configuration data□□ iii□ se□uences of performance of various tas□s, used applications/licenses and interactions wit□ t□e application □utili□ation data□□ iv□ any reagents and consumables loaded onto t□e Applicable E□uipment□□ v□any ot□er data explicitly agreed□and in eac□ case not related to an identified or identifiable natural person□□Smart □ec□nical Data' means correlated Technical Data derived from the Applicable E□uipment to support prediction of t□e Applicable Equipment service requirements. Cyberthreat" means any circumstance or event wit□ t□e potential to adversely impact t□e Products via unaut□ori□ed or unlawful access, damage and/or destruction, disclosure of information, modification, corruption or alteration of information, and/or denial of service rendering t□e Products unavailable or inoperable. "EoS" means End of Support, t□e date Seller notifies Purc□aser t□at t□e service parts and any ot□er services for t□e Products will no longer be available. "Insignificant" means a categorization of a □ulnerability t□e exploitation of w□ic□, ta□ing into account t□e individual Products attributes and/or t□e respective operating environment, is not reasonably expected and/or would not result in a foreseeable impairment of the Products' secure operation or provide access to personal information. "IT Security" means safeguarding t□e uninterrupted operation of t□e Products against interference caused by exploited □ulnerabilities, as well as t□e availability, confidentiality and integrity of data and information created, stored, and/or transmitted by the Products. "Patch(es)" means a Products and/or operating system □OS□update t□at addresses security vulnerabilities within the Products. "Vulnerability" means a wea□ness in t□e Products t□at could be exploited by a Cybert□reat and are assigned a significance level in accordance wit□ □□A Post□□ar□et □uidance for Cybersecurity of □edical □evices□

Seller and its affiliates are aut□ori□ed to access, maintain, repair, calibrate, update or patc□ t□e Applicable E□uipment t□at is t□e ob□ect of t□e SRS Connection or provide remote training in every case t□roug□ t□e SRS Connection and use any □ec□nical □ata collected via t□e SRS Connection for t□e aforementioned purposes□If t□e Applicable E□uipment □ereunder is covered by a warranty period or extended service plan, t□en Seller, its affiliates and ot□er companies engaged by Seller are also aut□ori□ed to carry out t□roug□ t□e SRS Connection additional system monitoring services supported by t□e covered Applicable E□uipment□

b□ Access to □ata and □se of □ata□Purc□aser □ereby irrevocably permits Seller and its affiliates to use for t□eir own business, product surveillance, researc□ or development purposes □e□g□determine trends of usage products and services, improvement of products, services and software□, for facilitating and advising on continued and sustained use of products and services, substantiation of aggregated product and services mar□eting claims and for benc□mar□ing purposes, wit□out restrictions in terms of time, transferability, replication, location or content□ i□□ec□nical □ata t□at is collected via t□e SRS Connection□and ii□Smart □ec□nical □ata t□at is collected via t□e SRS Connection from t□e Applicable E□uipment□

c□ Purc□aser Obligations for SRS Connection□ i□ Purc□aser s□all permit t□e SRS Connection to be establis□ed by connecting t□e Applicable E□uipment eit□er directly or t□roug□ a gateway or networ□ed computer at Purchaser's own expense to a secured telecommunications lin□ via a broadband connection and Purc□aser s□all bear t□e cost of any tec□nical re□uirements for any suc□ connection t□at is not a part of t□e Applicable E□uipment □e□g□establis□ing a broadband connection□□ ii□ Purc□aser s□all support Seller in protecting against Cybert□reats by implementing and continuously maintaining a □olistic, state□of□t□e□art security concept protecting Purchaser's IT infrastructure; (iii) Purc□aser s□all not connect any Applicable E□uipment to t□e SRS Connection t□at does not comply wit□ state□of□ t□e□art security policies or is ot□erwise approved by Seller□ iv□Purc□aser s□all not use t□e SRS Connection in a way t□at impairs or disrupts t□e integrity of t□e SRS Connection or Seller's IT infrastructure; and (v) Purchaser s□all not transmit any data containing viruses, □ro□an □orses or ot□er programs t□at may damage or impair t□e SRS Connection or Seller's IT infrastructure.

d□ Purchaser's Cybersecurity Obligations. In order to protect t□e Products against Cybert□reats, Purc□aser s□all implement and continuously maintain a □olistic, state□of□ t□e□art security program for its I□ infrastructure, including regular networ□ scanning, provided □owever, t□at□

i□ networ□ scanning or penetration testing s□all not be performed during clinical use of t□e Products and s□ould optionally be sc□eduled, wit□ Seller assistance, during downtime□

□ii□ t□e system configuration and/or I□ Security controls of t□e Products as stated in t□e □ □S2 and/or Security □ □itepaper provided or made available by Seller at, or prior to, t□e time of purc□ase must not be modified□

□iii□ if during t□e deployment of t□e Products, □ulnerabilities are identified by Purc□aser, Purc□aser s□all align wit□ Seller regarding t□e severity of t□e □ulnerabilities ta□ing into account t□e individual Products attributes and intended operating environment and s□all not refuse acceptance of t□e Products, if the Vulnerability is classified as 'low' by Seller using t□e Common □ulnerability Scoring System ("CVSS"); and

□iv□ Seller's initial response to Purchaser's inquiry on a □ulnerability will be wit□in fifteen □15□days□Seller will evaluate all Vulnerabilities using CVSS and FDA's definition of "controlled" and "uncontrolled" □ulnerabilities and will ma□e suc□ evaluations available to Purc□aser□ Seller will periodically release Patc□es depending on t□e age of t□e device and t□e Products version□If Seller determines t□e □ulnerability to be critical and uncontrolled, Seller will communicate t□is determination to Purc□aser wit□in t□irty □30□days and utili□e commercially reasonable efforts to □ave a mitigation □wor□around, patc□, etc□□available wit□in sixty (60) days of Seller's determination of an uncontrolled □ulnerability□□nless ot□erwise specified, no patc□es may be loaded by Purc□aser onto t□e Products□ In t□e event of a □ulnerability t□at is reasonably determined by Purc□aser to constitute an emergency □meaning t□at t□e Products must be ta□en out of clinical use until t□e □ulnerability is remedied□ needing an expedited response, Seller will collaborate wit□ Purc□aser to □ointly determine t□e most prudent action necessary in lig□t of t□e circumstances□

□v□ Purc□aser is responsible for preventing unaut□ori□ed access to t□e Products licensed to Purc□aser, including but not limited to c□anging passwords and ot□er protective settings from t□eir default values to individual ones□□□e Products s□all only be connected to an enterprise networ□ or t□e internet if and to t□e extent suc□ a connection is aut□ori□ed by Seller in t□e instructions for use and only w□en appropriate security measures □e□g□, firewalls, networ□ Purc□aser aut□entication and/or networ□ segmentation□are in place□

□vi□□S□□storage media and ot□er removable storage devices s□all only be connected to t□e Products if and to t□e extent suc□ connection is aut□ori□ed by Seller in t□e instructions for use and only w□en t□e ris□ of a malware infection of t□e Products is minimi□ed t□roug□ malware scanners or ot□er appropriate means□

□vii□□□e Product s□ undergoes regular development to furt□er improve its I□ Security□ Seller strongly recommends t□at Products updates be applied as soon as t□ey are available and t□at t□e latest Products versions are used by Purc□aser□□□e latter mig□t include t□e purc□ase of upgrades of □ardware and additional Products by Purc□aser□ provided □owever, updates to remedy uncontrolled □ulnerabilities and/or clinical performance based on t□e Products Specification will be provided wit□out additional c□arge□□se of Products versions t□at are no longer supported, and failure to apply t□e latest updates/upgrades may increase Purchaser's exposure to Cybert□reats□

□viii□ Purc□aser s□all notify Seller wit□out delay in case of suspected or actual Cybert□reats or □ulnerabilities of t□e Products□ □isclosure by Purc□aser of suc□ information to t□ird parties during t□e immediately following sixty □0□ day period re□uires prior written consent by Seller□

□ix□ In t□e event t□at Purc□aser resells an item of Applicable E□uipment, it s□all inform Seller in writing of t□e name and address of t□e new owner and s□all impose upon t□at new owner a corresponding obligation in case of furt□er resale□ Purc□aser is not granted any rig□t to sell or assign its rig□t to use t□e Applicable Equipment without first obtaining Seller's express written consent□

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L026-7 Revised May 2024

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Revised 03/15/05

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TRADE-IN EQUIPMENT REQUIREMENTS

TRADE-IN EQUIPMENT REQUIREMENTS

THE FOLLOWING APPLIES ONLY TO THE EXTENT THAT THE QUOTATION INCLUDES AN EQUIPMENT TRADE IN OR IF A TRADE-IN IS LATER ADDED TO THS QUOTATION VIA A CHANGE ORDER. THESE REQUIREMENTS ARE IN ADDITION TO ANY OTHER REFERENCED TERMS AND CONDITIONS OF THE QUOTATION AND SHALL REMAIN IN EFFECT REGARDLESS OF ANY CONTRARY LANGUAGE IN THE QUOTATION.

□□is □uotation includes t□e trade□in e□uipment described □erein and referenced by eit□er t□e Pro□ect Number identified in t□e □uotation □ereof □non□□ltrasound□or t□e □rade In Part Number □□ltrasound□as furt□er described in t□e associated □rade S□eet w□ic□is incorporated □erein by reference□Purc□aser certifies t□at t□e description of t□e trade□in e□uipment as set fort□ on t□e □rade S□eet is a true and accurate representation of t□e e□uipment, and t□at t□e e□uipment is in good wor□ing condition unless ot□erwise noted on t□e □rade S□eet□

□□e trade□in e□uipment must be made available for removal no later t□an turnover of t□e new e□uipment□Purc□aser must vacate t□e room of all items not listed on t□e □rade S□eet, or ot□erwise clearly identify all items listed on t□e □rade S□eet, prior to t□e start of t□e de□ installation□If t□is is not done, Seller will □ave no liability for items w□ic□are subse□uently removed or scrapped□If t□e de□installation or return of t□e trade□in e□uipment is delayed by Purc□aser for reasons ot□er t□an a force ma□eure event, or if upon inspection by Seller it is determined that the equipment does not meet the manufacturer's operating specifications, or if any items listed as included on t□e □rade S□eet are not made available at t□e time of de□installation, t□en trade□in value will be re□evaluated and any loss in value or additional costs incurred by Seller s□all be deducted from t□e establis□ed trade□in value and t□e pricing set fort□ on t□is □uotation will be ad□usted by c□ange order□In t□e event t□at access to t□e non□ ultrasound trade□in e□uipment is denied past 14 days from turnover, or access to ultrasound trade□in e□uipment is denied past 30 days from turnover, t□en Purc□aser s□all pay to Seller a rental fee in t□e amount 3□5□ of t□e total trade□in value plus any additional value provided by an Elevate/Promotional program included in t□is □uotation □no less t□an □1000□for eac□ mont□, or part t□ereof, t□at access is denied□In addition, if t□e purc□ase and installation of t□e new e□uipment covered by t□is □uotation is not completed, t□en Seller s□all invoice Purc□aser for all costs and expenses incurred by Seller in connection wit□ t□e de□installation and removal of t□e trade□ in e□uipment, including but not limited to labor, materials, rigging out, and transportation, w□ic□ costs s□all be paid by Purc□aser wit□in t□irty □30□days of t□e invoice date□

Purc□aser furt□er ac□nowledges and agrees t□at □i□t□e trade□in e□uipment will be free and clear of all liens and encumbrances including, but not limited to, unpaid leases and loans, and t□at upon re□uest, it will execute a bill of sale or ot□er documents reasonably satisfactory to Siemens to transfer title and owners□ip of t□e equipment to Seller, (ii) it is Purchaser's sole responsibility to delete all protected □ealt□ information and any ot□er confidential information from t□e e□uipment prior to de□installation, wit□out damaging or cannibali□ing t□e e□uipment or ot□erwise affecting t□e operation of t□e e□uipment in accordance wit□ its specifications, □iii□any radioactive sources and ot□er □a□ardous materials are removed from t□e e□uipment □iv□e□uipment □as been wiped down and decontaminated of any blood or ot□er potentially infectious materials □v□t□e e□uipment, including all updates, upgrades, modifications, en□ancements, revisions, software, S/□ dis□s and manuals, s□all be returned to Siemens in good operating condition, reasonable wear and tear excepted, and □vi□to t□e extent not pro□ibited by applicable law, Purc□aser s□all indemnify and □old Seller □armless from and against any and all claims, demands, causes of action, damages, liability, costs and expenses □including reasonable attorney's fees) resulting or arising from Purchaser's failure to comply wit□ item □i□above□

□OR □R SYS□E□ S□cryogen levels must be least □5□ upon time of de□installation□ □OR □O□ILE SYS□E□ S□ system must be road wort□y and a state issued title transferring owners□ip to Seller □or □esignee□must be received prior to t□e removal of t□e mobile system□ □OR □O□ALI□Y □RA□E SYS□E□S □non□ultrasound□□ □□e trade□in e□uipment must be available for inspection wit□in two wee□s of t□e sc□eduled de□installation date□In addition, Purc□aser must provide a clear pat□ for t□e removal of t□e trade□in e□uipment and on t□e date of de□installation after final inspection and test by t□e Seller □or □esignee□□as occurred, t□e Purc□aser must supply licensed tradespeople to disconnect t□e power and plumbing □including draining and removing and disposing of any □a□ardous materials including, but not limited to glycol from t□e c□iller and oil from t□e transformer and radioactive sources, as examples□□ Any additional costs due to t□e need to use a larger rig □ot□er t□an a standard 80 ton rig□, as well as any construction activities, street closings, permits, etc□, re□uired to de□install/remove t□e e□uipment are out□of□scope costs and will be t□e responsibility of Purc□aser□□OR □I SYS□E□S□ it is the Seller's sole responsibility to (i) ensure t□at all radioactive sources and identifying labels are removed from t□e trade in e□uipment prior to de□installation □and □ii□for arranging and covering any associated costs and sc□eduling of service companies re□uired to complete suc□ wor□□ □OR □L□RASO□N□ SYS□E□S – Purc□aser may provide transducers wit□ t□e ultrasound unit being traded in, but will not receive additional credit for suc□ transducers□

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AT Warranty Information

Product (New Systems and "ECO" Refurbis□ed Systems Only□	**Period of Warranty[1]**	**Coverage[2, 5]**	**Special Conditions**
□□Ray Systems	12 mont□s	□ull □ arranty □wear/failure□ parts and labor, including □ey components □not including consumables□ PCP□8□30 am to 5□00 pm□ □ypical response time□next day	

Post System Warranty for T&M Spare Parts[3]			
Spare Parts (excluding key components)	**Period of Warranty**	**Coverage[5]**	**Special Conditions**
Consumables	Not covered		
Spare parts	□ mont□s	□ull credit □100□ □wear/failure parts only□	
Key Components	**Period of Warranty**	**Coverage[5]**	**Special Conditions**
All A□ □lat Panel □etectors □Includes □□R, □ □□en, and Pixium, PaxScan, Canon□	12 mont□s	□ull credit □100□ □wear/failure parts only□	
Image Intensifier □ubes □Sirecon, Optilux□	12 mont□s	□ull credit □100□ □wear/failure parts only□	
□egalix Cat Plus □ube	12 mont□s	□ull credit □100□ □wear/failure or 80,000 SL□[4] w□ic□ever occurs first, parts only□	
□igalix □ube	12 mont□s	□ull credit □100□ □wear/failure or 100,000 SL□[4] w□ic□ever occurs first, parts only□	
Single tan□ tubes □Polyp□os, P125□135 Sirep□os, SR□	12 mont□s	□ull credit □100□ □wear/failure parts only□	
Single □an□ □□Ray □ubes □Powerp□os□	12 mont□s	□p to 12 mont□s prorated credit □wear/failure□ or 80,000 SL□[4] w□ic□ever occurs first, parts only□	Credit percentage □ □12 □mont□s in use□/12□100

1□ Period of □ arranty commences from t□e date of first use or completion of installation, w□ic□ever occurs first□In t□e event t□e completion of installation is delayed for reasons beyond Siemens□control, t□e stated warranty period s□all commence □0 days after delivery of e□uipment□
2□ If a part is replaced during t□e 12□mont□system warranty, t□at part will be covered□□owever, t□e replaced part will not carry a separate warranty□
3□ Replacement spare parts warranty commences from the date of Siemens' invoice.
4□ SL□□Siemens Load □nit □1 exposure or 2 seconds cine □C□ □□igital Cine □ode□or 15 seconds □igital Pulsed □luoroscopy □□P□□□
5□ If t□e cause of failure on a returned part is determined to be from damage or negligence, t□e warranty is voided□

Note for Federal Government Customers Only□No warranty extended by Contractor s□all apply to any products w□ic□ □ave been damaged by fire, accident, misuse, abuse, negligence, improper application or alteration or by a force ma□eure occurrence or by t□e Customer□s failure to operate t□e products in accordance wit□ t□e manufacturer□s instructions or to maintain t□e recommended operating environment and line conditions□w□ic□are defective due to unaut□ori□ed attempts to

repair, relocate, maintain, service, add to or modify t□e products by t□e Customer or any t□ird party or due to t□e attac□ment and/or use of non□Contractor supplied parts, e□uipment or software wit□out Contractor□s prior written approval□w□ic□ failed due to causes from wit□in non□Contractor supplied e□uipment, parts or software including, but not limited to, problems wit□ t□e Customer□s networ□□or w□ic□ □ave been damaged from t□e use of operating supplies or consumable parts not approved by Contractor□ In addition, t□ere is no warranty coverage for any transducer or probe failure due to events suc□ as crac□ing from □ig□ impact drops, cable rupture from rolling e□uipment over t□e cable, delamination from cleaning wit□ inappropriate solutions, or □EE bite mar□s□

Divider III. Community Need Criteria and Standards:

1. **Describe the financial rationale for the proposed replacement equipment.**
   The existing equipment is approaching end of service and will be challenged to maintain operationally to support the Structural Heart Disease (SHD) service at Saint Luke's Hospital. The current x-ray system supports 70% of SHD procedures and a replacement is needed to accommodate current and projected volumes. While the existing equipment is in working condition, the technological capabilities of the new unit will allow for enhanced outcomes through increased efficiency, reliability, and advanced technology that creates an optimal environment for supporting clinicians staffing SHD cases to include Cardiothoracic Surgeons, Anesthesiologists, Perfusionists, and Interventional Cardiologists.

2. **Document if the existing equipment has exceeded its useful life.**
   The Siemens Medical Artis ZEE Ceiling X-ray system has not exceeded its useful life; however, the equipment is approaching end-of-service, effective June 30, 2025. This unit has been reported to TRIMEDX 46 times for corrective maintenance from 2021 through 2024.
   (See attachment #5)

3. **Describe the effect the replacement unit would have on quality of care.**
   The Siemens Medical Artis ICONO Ceiling X-ray system will enable new levels of cardiovascular imaging and operational protocols to advance structural heart clinical outcomes through intelligent automation supporting safer, standardized, and highly performant workflows. The replacement will minimize, if not eliminate, downtimes associated with the older x-ray equipment resulting in improved patient access to SHD services.

4. **Document if the existing equipment is in constant need of repair.**
   The Siemens Medical Artis ZEE Ceiling X-ray system has been reported 46 times for corrective maintenance from 2021 through 2024 as documented in attachment #5. The 16 year + system is approaching end-of-service June 30, 2025, and Siemens Medical cannot guarantee parts for future repair (s).

5. **Document if the lease on the current equipment has expired.**
   The current Siemens Medical Artis Zee Ceiling X-ray system is not leased.

6. **Describe the technological advances provided by the new unit.**
   The Siemens Medical Artis ICONO Ceiling X-ray system provides several technological advancements that will facilitate increased structural heart procedure treatments and reduced radiation exposure to patients, Medical Staff, and Registered Nurse / Tech staff. These technological advancements include:

   - *OPTIQ - constant image quality in support of ALARA3 dose using newly developed exposure control OPTIQ contrast-based technique, supported by intelligent, self-adjusting algorithms.*

- *Image guided therapy with fewer manual steps through creation of procedure workflows to combine a multitude of system settings and turn them into timesaving, individualized Case Flows, available with one click.*
- *Material-specific imaging with Structure Scout that enables improved device visibility supporting ALARA dose due to material-specific optimization of imaging parameters.*
- *Precise system movements to improve the workflow in complex procedures reusing vessel maps for DSA and 3D Roadmap even after C-arm and table movements to speed up the intervention and reduce dose and use of contrast media.*

7. Describe how patient satisfaction would be improved.

The Siemens Medical Artis ICONO Ceiling X-ray system provides technological advancements that will enhance patient satisfaction through innovative technologies that improve access:

- *Reduced Treatment Times: The Siemens Medical Artis ICONO Ceiling X-ray system TAVI Workflow Procedural Intelligence suite allows Interventional Cardiologists and Cardiothoracic Surgeons to focus on image acquisition, procedural implant planning, implant deployment, and implant position verification using prior images.*
- *Increased Access for Ischemic Heart Disease patients: The Siemens Medical ICONO Ceiling X-ray systems supports Angio-based FFR with QuantWed VFRR, supporting pre- and post-PCI assessment of the hemodynamic significance of stenoses allowing these procedures to be performed in an additional lab.*

Both will decrease wait times and LOS through reliable procedural scheduling and timely procedures. Increased access, limited by the current X-ray system, is based on procedural efficiency and multi-modality use.

8. Describe how patient outcomes would be improved.

The prime objective in the Structural Heart space is to improve outcomes and quality of life for patients with Structural Heart Diseases (SHD). The essential component is innovative technology that marries other imaging clinical modalities real-time for a multi-disciplined approach for placement of structural heart implants in precise anatomical locations. The Siemens Medical ICONO Ceiling X-ray system employs video integration of CT, echocardiography, cardiac waveforms, and more for viewing on a large monitor and several small monitors for all clinicians' view. This video integration feature provides dependable, configurable, high-resolution of all clinical data needed to successfully care for difficult to treat SHD patients.

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

The impact of the Siemens Medical ICONO Ceiling X-ray System is wide-ranging based on expanded use for other procedures Medical Staff cannot performed in this lab due to the poor image quality of the current X-ray system. This includes Ischemic Heart and Cardiac Implants procedures that creates delays in others high utilization labs in the Saint Luke's Hospital Cardiovascular Labs. Increased utilization is projected based on increased efficiency: reduced procedure times, streamlined workflows, and higher reliability and flexibility of the X-ray system. The impact also includes

replacement of an existing Banyan Large Panel monitor experiencing poor operational performance that requires remote service by Banyan that creates delays in First Case On-Time Starts and turnover.

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

The Siemens Medical Artis ICONO Ceiling X-ray system provides several new capabilities to enhance the delivery of care:

- Multimodal imaging, innovative imaging chains, image fusion and different post-processing technologies in one system to treat complex cases faster and less invasively.
- Automatic Image guided therapy to enhance implant placement avoiding complications that decrease quality of life and survival.
- Material-specific imaging with StructureScout programs adjusting the X-ray spectrum to material-specific acquisition parameters, allowing for excellent visibility for any structure or device at significantly lower dose.

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

There should be no change or increase in patient charges.

WO_NUM	REQST_DATETIME	WO_TYPE_DESC	WO_STATUS_DESC	DESCRIPTION	TYPE_DESC	MANUFACTURER_DESC	MODEL_NUM	BUILDIN	LOCATION_D
895855□	04/25/2024 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958559	02/29/2024 0□□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
89585□7	12/14/2021 0□□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
89585□9	05/18/2022 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958573	07/2□/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958574	05/09/2024 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958577	09/23/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958585	03/01/2022 0□□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958587	05/29/2024 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958590	10/14/2024 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958592	08/13/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958594	10/04/2024 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958595	01/13/2022 0□□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
895859□	04/2□/2023 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958597	03/02/2023 0□□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958599	10/15/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□00	08/17/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□03	05/09/2024 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□05	03/20/2024 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□09	07/19/2023 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□11	09/04/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□3□	08/09/2022 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□39	09/0□/2023 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□40	10/04/2024 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□41	04/12/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□43	03/30/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□44	12/07/2023 0□□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□45	12/27/2021 0□□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□47	09/05/2024 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□48	12/11/2021 0□□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□51	07/09/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□52	04/1□/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□53	07/29/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□55	05/24/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□5□	07/11/2022 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□57	09/23/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□58	10/11/2024 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□59	04/01/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□□0	08/15/2024 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□□1	09/27/2024 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□□2	11/09/2022 0□□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□□3	08/19/2024 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□□4	05/24/2024 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□□5	11/22/2021 0□□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□□□	09/1□/2021 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□□7	07/21/2022 07□00 A□	Corrective □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958593	01/05/2023 0□□00 A□	□a□ard Alert/Recall Proces	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□4□	09/25/2024 07□00 A□	□a□ard Alert/Recall Proces	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□54	03/10/2022 0□□00 A□	□a□ard Alert/Recall Proces	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□□8	01/19/2023 0□□00 A□	□a□ard Alert/Recall Proces	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958584	03/01/2023 0□□00 A□	Planned □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
895858□	03/01/2024 0□□00 A□	Planned □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958588	03/01/2022 0□□00 A□	Planned □aintenance	Closed □□ or□Complete	□ixed C□Arm 1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3

8958□02	03/01/2022 0□□00 A□	Planned □aintenance	Closed □□ or□Complete □ixed C□Arm □1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□42	03/01/2024 0□□00 A□	Planned □aintenance	Closed □□ or□Complete □ixed C□Arm □1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□49	05/25/2022 07□00 A□	Planned □aintenance	Closed □□ or□Complete □ixed C□Arm □1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□50	03/01/2024 0□□00 A□	Planned □aintenance	Closed □□ or□Complete □ixed C□Arm □1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3
8958□□9	04/22/2021 07□00 A□	Planned □aintenance	Closed □□ or□Complete □ixed C□Arm □1□R□	Radiograp□ic/□luoroscopic Systems, A	Siemens □edical Solutions □SA	Artis □ee	SL□	C□ Lab 3

Divider IV. Financial Feasibility Review Criteria and 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.**

   Saint Luke's Hospital of Kansas City is financing this project with available cash, as outlined in the Proposed Project Budget ***(Attachment #3).*** *As documented in the Audited Consolidated Balance Sheet* ***(see attachment #6****), Saint Luke's Health System has adequate cash reserves available to fund this project.*

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

   The required Service-Specific Revenues and Expenses information (Form MO 580-1865) has been included in this application.
   (See attachment #7)

3. **Document how patient charges are derived.**

   Patient charges are generally derived by accumulating all of the cost of services, including staff and supplies utilized during the course of the visit. Charges for each procedure are derived from the current charge description master and are dependent on the types of procedures preformed along with a number of other variables.

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

   A copy of our existing policy for meeting the needs of the medically indigent is included in this application.
   (See *attachment #8)*

CONSOLIDATED FINANCIAL STATEMENTS

Saint Luke's Health System, Inc.
Years Ended December 31, 2022 and 2021
With Report of Independent Auditors

Ernst & Young LLP

Saint Luke's Health System, Inc.

Consolidated Financial Statements

Years Ended December 31, 2022 and 2021

Contents

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Report of Independent Auditors

The Board of Directors
Saint Luke's Health System, Inc.

Opinion

We have audited the consolidated financial statements of Saint Luke's Health System, Inc. and subsidiaries (the System), which comprise the consolidated balance sheets as of December 31, 2022 and 2021, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes (collectively referred to as the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the System at December 31, 2022 and 2021, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the System and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free of material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the System's ability to continue as a going concern for one year after the date that the financial statements are issued.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free of material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the System's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the System's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal-control-related matters that we identified during the audit.

Ernst & Young LLP

April 5, 2023

Saint Luke's Health System, Inc.

Consolidated Balance Sheets
(In Thousands)

	December 31	
	2022	**2021**
Assets		
Current assets:		
Cash and cash equivalents	**$ 381,212**	$ 668,407
Short-term investments *(Note 7)*	**204,071**	186,419
Accounts receivable, net	**312,341**	309,674
Other receivables	**37,710**	38,206
Inventories	**36,494**	35,390
Prepaid expenses	**30,380**	32,562
Total current assets	**1,002,208**	1,270,658
Property and equipment, net *(Note 6)*	**978,118**	983,340
Right-to-use assets	**162,529**	177,017
Investments *(Note 7)*	**690,144**	715,356
Assets limited as to use *(Note 7):*		
Board designated	**12,366**	8,727
Under self-insurance arrangements	**20,982**	22,145
Restricted by donor or grantor	**191,175**	217,440
Total assets limited as to use	**224,523**	248,312
Other assets:		
Investment in affiliates, net	**39,267**	37,742
Other	**105,105**	118,224
Total other assets	**144,372**	155,966
Total assets	**$ 3,201,894**	$ 3,550,649

	December 31	
	2022	**2021**
Liabilities and net assets		
Current liabilities:		
Current maturities of long-term debt *(Note 8)*	**$ 16,836**	$ 15,929
Accounts payable	**124,250**	131,279
Payroll-related liabilities	**101,604**	117,928
Estimated third-party payor settlements	**12,151**	15,028
Defined contribution plan obligations	**20,703**	19,955
Other	**101,766**	237,665
Total current liabilities	**377,310**	537,784
Reserve for self-insured risks *(Note 11)*	**51,776**	51,861
Long-term debt, less current maturities *(Note 8)*	**603,141**	621,603
Interest rate swap contracts *(Note 8)*	**8,725**	26,718
Pension obligation *(Note 10)*	**–**	16,863
Lease liability	**158,186**	174,618
Other noncurrent liabilities	**93,278**	108,171
Total liabilities	**1,292,416**	1,537,618
Net assets:		
Saint Luke's Health System, Inc.	**1,671,791**	1,746,896
Noncontrolling interest	**8,891**	10,482
Total without donor restrictions	**1,680,682**	1,757,378
With donor restrictions *(Note 14)*	**228,796**	255,653
Total net assets	**1,909,478**	2,013,031
Total liabilities and net assets	**$ 3,201,894**	$ 3,550,649

See accompanying notes.

Saint Luke's Health System, Inc.

Consolidated Statements of Operations and Changes in Net Assets
(In Thousands)

	Year Ended December 31	
	2022	**2021**
Revenues:		
Patient service revenue	**$ 2,159,100**	$ 2,162,901
Other revenue	**194,875**	204,226
Total revenues	**2,353,975**	2,367,127
Expenses:		
Salaries and wages	**1,049,199**	1,001,103
Employee benefits	**230,640**	227,187
Supplies and other	**942,910**	867,953
Depreciation and amortization	**104,306**	105,204
Interest	**19,609**	18,579
Total expenses	**2,346,664**	2,220,026
Operating income	**7,311**	147,101
Other income (loss):		
Investment return *(Note 7)*	**(76,044)**	105,670
Change in fair value of interest rate swaps	**17,993**	8,650
Pension settlement	**(59,659)**	(5,061)
Other, net	**(3,178)**	(4,025)
Total other (loss) income, net	**(120,888)**	105,234
Consolidated (deficit) excess of revenues over expenses	**(113,577)**	252,335
Less revenues over expenses attributable to noncontrolling interest	**(14,411)**	(14,946)
(Deficit) excess of revenues over expenses attributable to Saint Luke's Health System, Inc.	**$ (127,988)**	$ 237,389

See accompanying notes.

Saint Luke's Health System, Inc.

Consolidated Statements of Operations and Changes in Net Assets (continued)

(In Thousands)

	Year Ended December 31, 2022			Year Ended December 31, 2021		
	Total	**Controlling**	**Noncontrolling**	**Total**	**Controlling**	**Noncontrolling**
Net assets without donor restrictions:						
Consolidated (deficit) excess of revenues over expenses	**$ (113,577)**	**$ (127,988)**	**$ 14,411**	$ 252,335	$ 237,389	$ 14,946
Contribution of property, equipment, and other	**2,666**	**2,666**	**–**	727	727	–
Pension-related changes other than net periodic pension costs	**49,348**	**49,348**	**–**	14,303	14,303	–
Other changes in net assets without donor restrictions	**(15,133)**	**869**	**(16,002)**	(14,170)	205	(14,375)
(Decrease) increase in net assets without donor restrictions	**(76,696)**	**(75,105)**	**(1,591)**	253,195	252,624	571
Net assets with donor restrictions:						
Contributions	**15,160**	**15,160**	**–**	11,009	11,009	–
Investment income, net	**1,942**	**1,942**	**–**	4,063	4,063	–
Change in unrealized (loss) gain on investments, net	**(19,106)**	**(19,106)**	**–**	29,742	29,742	–
Net assets released from restrictions	**(24,808)**	**(24,808)**	**–**	(18,918)	(18,918)	–
Change in interest in donor-restricted net assets of foundations	**(45)**	**(45)**	**–**	155	155	–
(Decrease) increase in net assets with donor restrictions	**(26,857)**	**(26,857)**	**–**	26,051	26,051	–
(Decrease) increase in net assets	**(103,553)**	**(101,962)**	**(1,591)**	279,246	278,675	571
Net assets at beginning of year	**2,013,031**	**2,002,549**	**10,482**	1,733,785	1,723,874	9,911
Net assets at end of year	**$ 1,909,478**	**$ 1,900,587**	**$ 8,891**	$ 2,013,031	$ 2,002,549	$ 10,482

See accompanying notes.

Saint Luke's Health System, Inc.

Consolidated Statements of Cash Flows
(In Thousands)

	Year Ended December 31	
	2022	**2021**
Operating activities		
(Decrease) increase in net assets	**$ (103,553)**	$ 279,246
Adjustments to reconcile change in net assets to net cash (used in) provided by operating activities:		
Depreciation and amortization	**104,306**	105,204
Loss on disposal of property and equipment	**2,291**	778
Change in fair value of interest rate swaps	**(17,993)**	(8,650)
Pension-related changes other than net periodic pension costs	**9,397**	(9,242)
Distributions to noncontrolling interests	**16,002**	14,375
Restricted contributions	**(15,160)**	(11,009)
Changes in operating assets and liabilities:		
Accounts receivable, net	**(2,667)**	(53,095)
Other current assets	**1,574**	(16,238)
Other noncurrent assets	**27,607**	1,931
Accounts payable	**(7,029)**	36,361
Other current liabilities	**(154,352)**	72,645
Reserve for self-insured risks	**(85)**	2,707
Other noncurrent liabilities	**(57,585)**	(140,139)
Net cash (used in) provided by operating activities	**(197,247)**	274,874
Investing activities		
Purchase of property and equipment, net	**(101,375)**	(79,185)
Decrease (increase) in investment securities classified as trading	**16,698**	(212,476)
Increase in equity goodwill	**(661)**	(1,030)
Increase in investment in affiliates, net	**(864)**	(2,851)
Net cash used in investing activities	**(86,202)**	(295,542)
Financing activities		
Payments and refunding of long-term debt	**(17,555)**	(48,681)
Proceeds from issuance of long-term debt	**–**	30,500
Distributions to noncontrolling interests	**(16,002)**	(14,375)
Restricted contributions	**15,160**	11,009
Net cash used in provided by financing activities	**(18,397)**	(21,547)
Net decrease in cash and cash equivalents and restricted cash	**(301,846)**	(42,215)
Cash and cash equivalents and restricted cash at beginning of year	**694,140**	736,355
Cash and cash equivalents and restricted cash at end of year	**$ 392,294**	$ 694,140
Reconciliation of cash and cash equivalents and restricted cash to the consolidated balance sheets		
Cash and cash equivalents	**$ 381,212**	$ 668,407
Restricted cash included in investments	**11,082**	25,733
	$ 392,294	$ 694,140
Supplemental disclosure of cash flow information		
Interest paid	**$ 23,198**	$ 22,348

See accompanying notes.

Saint Luke's Health System, Inc.

Notes to Consolidated Financial Statements

December 31, 2022

1. Background, Principles of Consolidation, and Summary of Significant Accounting Policies

Saint Luke's Health System, Inc., a Kansas not-for-profit corporation, operates an integrated health care delivery system (the System) serving the greater Kansas City metropolitan area and surrounding communities. The System is a faith-based, not-for-profit-aligned health system committed to excellence in providing health care and health-related services in a caring environment. The System is the sole corporate member of Saint Luke's Hospital of Kansas City (Saint Luke's), Saint Luke's North Hospital (North), Saint Luke's South Hospital (South), Saint Luke's East Hospital (East), and their consolidated and unconsolidated subsidiaries.

The System and its primary operating entities are not-for-profit corporations as described in Section 501(c)(3) of the Internal Revenue Code (the Code) and are exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. Certain supporting subsidiaries are subject to federal and state income taxes.

The accompanying consolidated financial statements include the following operating entities:

Saint Luke's Health System, Inc. (the Corporation)
Saint Luke's Hospital of Kansas City (Saint Luke's)
Saint Luke's North Hospital (North)
Saint Luke's South Hospital (South)
Saint Luke's East Hospital (East)
Saint Luke's Hospital of Chillicothe d/b/a Hedrick Medical Center (Hedrick)
Saint Luke's Hospital of Trenton d/b/a Wright Memorial Hospital (Wright Memorial)
Saint Luke's Hospital of Garnett d/b/a Anderson County Hospital (Anderson County)
Saint Luke's Hospital of Allen County d/b/a Allen County Regional Hospital (Allen County)
Saint Luke's Home Care and Hospice
Saint Luke's Health System Risk Retention Group (RRG)
Saint Luke's Health System Insurance, Ltd. (Captive)
Bishop Spencer Place, Inc.
Saint Luke's Physician Group, Inc.
Saint Luke's Foundation (Foundation)

All significant intercompany transactions and account balances have been eliminated in the consolidated financial statements.

1. Background, Principles of Consolidation, and Summary of Significant Accounting Policies (continued)

Accounting Policies

The System's accounting policies conform to U.S. generally accepted accounting principles (U.S. GAAP) applicable to health care organizations.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents and Restricted Cash

Cash and cash equivalents generally include cash and highly liquid debt instruments, generally with a maturity of three months or less when purchased. Highly liquid debt instruments with original, short-term maturities of three months or less that are included as part of the investment portfolio are excluded from cash equivalents as they are commingled with longer-term investments. Amounts included in restricted cash include cash held within investments and may represent funds set aside within the investment portfolio based on management's policy or contractual arrangements.

Short-Term Investments

Short-term investments primarily consist of U.S. government obligations, corporate obligations, and fixed-income funds internally designated as current assets because such amounts are available to meet the System's cash requirements.

1. Background, Principles of Consolidation, and Summary of Significant Accounting Policies (continued)

Patient Accounts Receivable

The System's patient accounts receivable are reported at the amount that reflects the consideration to which it expects to be entitled in exchange for providing patient care.

The revenues related to patient accounts receivable are reported at net realizable value based on certain assumptions. For third-party payors, including Medicare, Medicaid, and managed care, the net realizable value is based on the estimated contractual reimbursement percentage, which is based on current contract prices or historical paid claims data by payor. For self-pay, the net realizable value is determined using estimates of historical collection experience, including an analysis by aging category. These estimates are adjusted for expected recoveries and any anticipated changes in trends, including significant changes in payor mix, changes in operations and economic conditions, or trends in federal and state governmental health care coverage.

Inventories

Inventories consist primarily of medical supplies and pharmaceuticals and are stated at the lower of actual cost, generally on the first-in, first-out basis, or market.

Property and Equipment

Property and equipment are recorded at cost or, if donated, at fair value at the date of receipt. Depreciation is calculated using the straight-line method over the estimated useful lives of the assets, as follows:

Land improvement	8 to 20 years
Building and improvements	5 to 40 years
Equipment	3 to 15 years
Software	3 to 7 years

Leasehold improvements are amortized over the shorter of the useful life or corresponding lease. The amortization is included in depreciation expense.

1. Background, Principles of Consolidation, and Summary of Significant Accounting Policies (continued)

Capitalized Interest

Interest cost incurred on tax-exempt borrowings designated for capital purposes, net of interest earned on such borrowed funds, is capitalized over the duration of the related capital projects. Imputed interest cost incurred on construction financed through internally generated funds or other borrowings is capitalized over the duration of the related capital projects when the project is material in cost and time.

Asset Impairment

The System considers whether indicators of impairment are present and performs the necessary test to determine whether the carrying value of an asset is appropriate. Impairment write-downs are recognized in operating income at the time the impairment is identified. There were no material impairments in the years ended December 31, 2022 or 2021.

Investments and Assets Limited as to Use

Assets limited as to use primarily include assets held by trustees under self-insurance arrangements and indenture agreements and restricted donations. Investments in equity and debt securities are measured at fair value.

The System considers its investment securities as trading securities. Investment income (including realized and unrealized gains and losses on investments, interest, and dividends) from trading investments is recorded as investment return, which is included in (deficit) excess of revenues over expenses, unless the income or loss is restricted by donor or law or derived from assets held by trustee under self-insurance arrangements or under indenture agreements. Gains and losses with respect to disposition of marketable securities are based on the specific-identification method.

Investment income earned by assets held by trustee under self-insurance arrangements and under indenture agreements is reported as other revenue. Restricted investment income and net gains or losses on investments of donor-restricted funds are added to or deducted from the appropriate restricted net asset balance.

1. Background, Principles of Consolidation, and Summary of Significant Accounting Policies (continued)

The System also holds investment positions in other trusts, limited liability investment companies, and hedge funds of funds (collectively referred to as alternative investments), which are reported based on the net asset value of the investment. The calculated net asset values are provided by the respective organizations and based on historical cost, appraisals, or other estimates that require varying degrees of judgment. Management has utilized the best available information for reported values, which in some instances are valuations as of an interim date not more than 90 days before year-end. Generally, the net asset value of the System's holdings reflects net contributions to the investee and an ownership share of realized and unrealized investment income and expenses. Returns from investments based on the net asset value, whether realized or unrealized, are included in investment return in (deficit) excess of revenues over expenses.

The System's assets limited as to use are exposed to various kinds and levels of risk. Fixed-income securities expose the System to interest rate risk, credit risk, and liquidity risk. As interest rates change, the current value of many fixed-income securities, particularly those with fixed interest rates, is affected. Credit risk is the risk that the obligor of the security will not fulfill its obligation. Liquidity risk is affected by the willingness of market participants to buy and sell given securities.

Equity securities expose the System to market risk, performance risk, and liquidity risk. Market risk is the risk associated with major movements of the equity market, both international and domestic. Performance risk is the risk associated with a company's operating performance. Liquidity risk, as previously defined, tends to be higher for international equities and equities related to small capitalized companies, as well as certain alternative investments.

Investment in Affiliates

The System has entered into certain limited liability company agreements with third parties that provide health-care-related services. Where applicable, these arrangements are accounted for using the equity method of accounting. The System's largest equity interest venture is a 51% membership interest in Kansas City Orthopaedic Institute, L.L.C., which specializes in providing orthopaedic services on an inpatient and outpatient basis. Although the System owns a majority financial interest in this entity, it does not possess a controlling interest in the entity, and therefore does not consolidate the entity. The balance of the equity interest was $10.8 million and $14.3 million as of December 31, 2022 and 2021, respectively. This carrying value exceeds the System's underlying equity in the net assets of the affiliate by $11.4 million as of December 31, 2022 and 2021, which represents equity method goodwill. All other equity interest ventures are immaterial to the System.

1. Background, Principles of Consolidation, and Summary of Significant Accounting Policies (continued)

Deferred Financing Costs

Deferred financing costs are amortized over the period the debt is outstanding using the bonds outstanding method.

Deferred Revenue From Advanced Fees and Obligation

Bishop Spencer Place, Inc., a continuing-care retirement community, offers two entry-fee options for independent-living units: (1) 50-month refundable and (2) lifetime 90% refundable. The deferred revenue from nonrefundable entry fees is amortized to revenue using the straight-line method over the estimated remaining life expectancy of the resident.

Refundable entry fees are not amortized to revenue. Instead, they are kept on the consolidated balance sheets at their full refund amount per the residency agreements. The balance of the refundable entry fees was $14.8 million and $15.9 million as of December 31, 2022 and 2021, respectively, and is recorded in other noncurrent liabilities. Based on the structure of the contracts, the System was not required to record an obligation to provide future services and use of facilities at December 31, 2022 or 2021.

Derivative Financial Instruments

Derivative financial instruments, specifically interest rate swaps, are recorded on the consolidated balance sheets at fair value. The change in the fair value of the derivative financial instruments is recorded in other income (loss), net. None of the interest rate swaps are designated as hedges.

1. Background, Principles of Consolidation, and Summary of Significant Accounting Policies (continued)

Net Assets

Net assets without donor restrictions are those whose use by the System has not been limited by donors and are available for general operating use at the discretion of the Board of Directors (the Board). This category includes both net assets designated by the Board for a specific purpose and board-designated endowments. Board-designated endowments are net assets that are designated by the Board for a specific purpose and treated like an endowment (quasi-endowment).

Net assets with donor restrictions include those whose use by the System has been limited by donors for a specific purpose (primarily for patient care, health care education, or property) or time period. This category also includes net assets restricted by donors to be maintained by the System in perpetuity with the related investment income expendable to support the donor-designated purpose, which is primarily for patient care, health care education, or property.

Contributions, Bequests, and Pledges

Unrestricted contributions and bequests are reported in other nonoperating income (loss), net when earned. Restricted contributions and bequests are reported as additions to net assets with donor restrictions. Resources restricted by donors for facility replacement and expansion are added to net assets without donor restrictions to the extent placed into service. Resources restricted by donors and grantors for specific operating purposes are reported in other revenue to the extent used within the period.

Restricted pledges are recorded at fair value in the year notification is received as an addition to net assets with donor restrictions. Management believes these are Level 3 fair value measurements (as defined in Note 9) recorded on a nonrecurring basis. Pledges receivable totaling $7.9 million and $7.0 million as of December 31, 2022 and 2021, respectively, are included in other receivables and other noncurrent assets, and are all due in less than eight years. The pledges are recorded at their net present value based on the expected timing of pledge fulfillment using a credit-adjusted discount rate ranging from and 0.36% to 3.99% in 2022 and 2021, which approximated fair value at the date of pledge.

1. Background, Principles of Consolidation, and Summary of Significant Accounting Policies (continued)

Performance Indicator

The System's performance indicator is (deficit) excess of revenues over expenses, which includes all changes in net assets without donor restrictions other than the contribution of property, equipment, and other; pension-related changes other than net periodic pension costs; changes in net assets attributable to noncontrolling interest; and other.

Operating and Other Income (Loss)

The System's primary mission is to meet the health care needs in its service areas through a broad range of general and specialized health care services, including inpatient acute care, outpatient services, physician services, and other health care services. Activities directly associated with the furtherance of this purpose are considered to be operating activities. Other activities that result in gains or losses peripheral to the System's primary mission are considered to be other income (loss). Other income (loss) activities include investment return, excluding assets held by trustee under self-insurance arrangements and indenture agreements; change in fair value of interest rate swaps; and other, net. All unrestricted activities of the Foundation, including contribution and grant activity, are recorded in other, net.

Forthcoming Accounting Pronouncements

In June 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2016-13, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*. This ASU requires entities to report "expected" credit losses on financial instruments and other commitments to extend credit rather than the current "incurred loss" model. These expected credit losses for financial assets held at the reporting date are to be based on historical experience, current conditions and reasonable and supportable forecasts. This ASU will also require enhanced disclosures relating to significant estimates and judgments used in estimating credit losses, as well as the credit quality. This ASU is effective for the System beginning January 1, 2023. The System is currently evaluating the effects of the standard on the consolidated financial statements.

1. Background, Principles of Consolidation, and Summary of Significant Accounting Policies (continued)

New Accounting Standards Adopted

In September 2020, the FASB issued ASU 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets*. This ASU affects presentation and disclosure of contributed nonfinancial assets in the statement of activities and notes to the financial statements. This ASU was effective for the System beginning January 1, 2022. The System has adopted this ASU with no material impact on the consolidated financial statements.

Reclassifications

Certain balances in the 2021 consolidated financial statements have been reclassified to conform to current year presentation. The effect of such reclassifications did not change total net assets, net assets without donor restrictions, operating income, or (deficit) excess of revenue over expenses.

2. Charity Care

The System is dedicated to providing both services and leadership in caring for the needy and accepts all patients regardless of their ability to pay. The System provides such care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Since the System does not attempt to collect amounts initially determined to qualify as charity care, such charges are not included in patient service revenue. The cost incurred in providing these services of approximately $32.1 million and $43.1 million in 2022 and 2021, respectively, is included in the System's operating expenses and is estimated using the prior year overall Medicare cost-to-charge ratio. In addition, the System provides care for medically indigent patients covered under the Medicaid welfare program at rates substantially below standard charges.

3. Patient Service Revenue

The System provides health care services through inpatient, outpatient, and ambulatory care facilities that provide services in the greater Kansas City metropolitan area and surrounding communities, and grants credit to patients, substantially all of whom are local residents. The System generally does not require collateral or other security in extending credit to patients; however, the System routinely obtains assignment of (or is otherwise entitled to receive) patients' benefits payable under its health insurance programs, plans, and policies, including, but not limited to, Medicare, Medicaid, health maintenance organizations, and commercial insurance policies. Patient service revenue is reported at the amount that reflects the consideration to which the System expects to be paid for providing patient care. Patient service revenue is recognized as performance obligations are satisfied based on the nature of services provided.

Performance obligations are identified based on the nature of the services provided. Revenue associated with performance obligations satisfied over time is recognized based on actual charges incurred in relation to total expected (or actual) charges. Performance obligations satisfied over time relate to patients receiving inpatient acute care services. The System measures the performance obligation from admission into the hospital to the point when there are no further services required for the patient, which is generally the time of discharge. For outpatient services, the performance obligation is satisfied as the patient simultaneously receives and consumes the benefits provided as the services are performed. In the case of these outpatient services, recognition of the obligation over time yields the same result as recognizing the obligation at a point in time. Management believes this method provides a faithful depiction of the transfer of services over the term of performance obligations based on the inputs needed to satisfy the obligations.

As the System's performance obligations relate to contracts with a duration of less than one year, the System has applied the optional exemption provided in the guidance and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period. The unsatisfied or partially unsatisfied performance obligations referred to above are primarily related to inpatient acute care services at the end of the reporting period. The performance obligations for these contracts are generally completed when the patients are discharged, which generally occurs within days or weeks of the end of the reporting period.

3. Patient Service Revenue (continued)

The System uses a portfolio approach to account for categories of patient contracts as a collective group rather than recognizing revenue on an individual contract basis. The portfolios consist of major payor classes for inpatient revenue and major payor classes and types of services provided for outpatient revenue. Based on the historical collection trends and other analyses, the System believes that revenue recognized by utilizing the portfolio approach approximates the revenue that would have been recognized if an individual contract approach were used.

The System determines the transaction price, which involves significant estimates and judgment, based on standard charges for goods and services provided, reduced by explicit and implicit price concessions, including contractual adjustments provided to third-party payors, discounts provided to uninsured and underinsured patients in accordance with policy, and/or implicit price concessions based on the historical collection experience of patient accounts. The System determines the transaction price associated with services provided to patients who have third-party payor coverage based on reimbursement terms per contractual agreements, discount policies, and historical experience. For uninsured patients who do not qualify for charity care, the System determines the transaction price associated with services on the basis of charges, reduced by implicit price concessions. Implicit price concessions included in the estimate of the transaction price are based on historical collection experience for applicable patient portfolios. Patients who meet the System's criteria for charity care are provided care without charge; such amounts are not reported as revenue. Subsequent changes to the estimate of the transaction price are generally recorded as adjustments to patient service revenue in the period of the change.

Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. During the last few years, as a result of nationwide investigations by governmental agencies, various health care organizations have received requests for information and notices regarding alleged noncompliance with those laws and regulations, which, in some instances, have resulted in organizations entering into significant settlement agreements. Compliance with such laws and regulations may also be subject to future government review and interpretation, as well as significant regulatory action, including fines, penalties, and potential exclusion from the Medicare and Medicaid programs. There can be no assurance that regulatory authorities will not challenge the System's compliance with these laws and regulations or that the laws and regulations themselves will not be subject to challenge, and it is not possible to determine the effect, if any, such claims, penalties, or challenges would have on the System. Patient service revenue increased by $19.7 million and $7.5 million in 2022 and 2021, respectively, as a result of changes in estimates due to settlements of prior years' cost reports, Medicaid settlements, and the disposition of other payor audits and settlements.

3. Patient Service Revenue (continued)

In certain instances, the System does receive payment in advance of the services provided and would consider these amounts to represent contract liabilities. Contract liabilities at December 31, 2022, were not significant.

Management has determined that the nature, amount, timing, and uncertainty of revenue and cash flows are affected by the payors and line of business that renders services to patients. The composition of patient service revenue and accounts receivable by payor for the years ended December 31 is as follows:

	Patient Service Revenue		Patient Accounts Receivable	
	Year Ended December 31		December 31	
	2022	**2021**	**2022**	**2021**
Medicare	**37%**	36%	**28%**	25%
Blue Cross/Blue Shield	**28**	30	**26**	28
Medicaid	**7**	5	**10**	5
Managed care	**24**	25	**27**	31
Other/patients	**4**	4	**9**	11
Total	**100%**	100%	**100%**	100%

The self-pay patient accounts receivable above includes amounts due from patients for coinsurance, deductibles, co-payments, installment payment plans, and amounts due from patients without insurance.

The composition of patient service revenue by service line is as follows:

	Year Ended December 31	
	2022	**2021**
Inpatient services	**41%**	44%
Outpatient services	**43**	41
Clinic and professional services	**16**	15
	100%	100%

3. Patient Service Revenue (continued)

Other operating revenue is recognized at an amount that reflects the consideration to which the System expects to be entitled in exchange for providing goods and services. The amounts recognized reflect consideration due from customers, third-party payors, and others. Primary categories of other revenue include pharmacy revenue, grant revenue, cafeteria revenue, rent revenue, other miscellaneous revenue, and income (loss) on investment in affiliate.

4. COVID-19 Pandemic and CARES Act Funding

In March 2020, the World Health Organization declared the novel coronavirus disease (COVID-19) a pandemic. The Centers for Disease Control and Prevention confirmed its spread to the United States and it was declared a national public health emergency, followed by several state emergency declarations, and the Centers for Medicare & Medicaid Services (CMS) issued guidance regarding elective procedures. Several national and international travel restrictions were put in place and the governors in Missouri and Kansas issued executive orders postponing nonessential or elective procedures. In response, the System took appropriate measures to respond to the anticipated revenue shortfalls, including cost-saving measures such as streamlining care, eliminating nonessential expenditures, deferring or delaying nonstrategic capital, and managing labor costs.

During 2022 and 2021, the System received approximately $0.5 million and $35.8 million, respectively, of provider relief funds from various provisions in the Coronavirus Aid, Relief, and Economic Security (CARES) Act. Approximately $4.3 million and $34.4 million was recognized as other revenue in 2022 and 2021, respectively. The unrecognized amount of provider relief funds of $1.0 million and $4.8 million has been reported as other current liabilities on the consolidated balance sheets as of December 31, 2022 and 2021, respectively.

Additionally, during 2020, the System received $211.2 million of Medicare advance payments as part of the CMS Accelerated and Advance Payments Program (the Program). The consolidated balance sheets include $129.6 million in other current liabilities as of December 31, 2021 related to these advance payments. Repayment started in 2021 based upon terms and conditions of the Program and was fully repaid during 2022.

The CARES Act also provides for a deferral of payments of the employer portion of Social Security tax incurred during the pandemic. At December 31, 2021, the System deferred $14.7 million of Social Security taxes and was included in payroll-related liabilities. In December 2022, the remaining half of such payroll taxes were fully paid.

5. Financial Assets and Liquidity Resources

Financial assets and liquidity resources available within one year for general expenditures, such as operating expenses, scheduled principal payments on debt, and capital expenditures not financed with debt, were as follows:

	December 31	
	2022	**2021**
	(In Thousands)	
Financial assets:		
Cash and cash equivalents	**$ 381,212**	$ 668,407
Short-term investments	**204,071**	186,419
Accounts receivable, net	**312,341**	309,674
Other receivables	**37,710**	38,206
Long-term investments	**690,144**	715,356
Assets limited as to use	**224,523**	248,312
Total financial assets	**1,850,001**	2,166,374
Less:		
Board-designated investments	**(12,366)**	(8,727)
Under self-insurance arrangements	**(20,982)**	(22,145)
Restricted by donor or grantor	**(191,175)**	(217,440)
Pledges receivable with restrictions	**(6,878)**	(3,648)
Long-term investments	**(93,587)**	(95,475)
Financial assets not available to be used within one year	**(324,988)**	(347,435)
Financial assets available to meet general expenditures within one year	**$ 1,525,013**	$ 1,818,939

The System has assets limited as to use for donor-restricted purposes, debt service, and the self-insurance arrangements. Additionally, certain other board-designated assets are designated for general support of patient care and operations. These assets limited as to use, which are more fully described in Note 7, are not available for general expenditure within the next year. However, the board-designated amounts could be made available, if necessary.

Periodically, at the discretion of the System, cash in excess of daily requirements is invested in short-term investments and money market funds.

6. Property and Equipment

Property and equipment consist of the following:

	December 31	
	2022	**2021**
	(In Thousands)	
Land and improvements	**$ 81,152**	$ 80,649
Buildings and improvements	**1,350,600**	1,305,569
Fixed equipment	**232,443**	225,596
Movable equipment	**584,183**	559,986
Software	**117,403**	116,298
	2,365,781	2,288,098
Less accumulated depreciation	**1,414,540**	1,329,324
	951,241	958,774
Construction-in-progress	**26,877**	24,566
Total property and equipment, net	**$ 978,118**	$ 983,340

The System's Board has approved certain construction, renovation, information systems, and other projects throughout the System. As of December 31, 2022, the System had outstanding construction and other commitments of $21.4 million related to these projects.

7. Investments and Assets Limited as to Use

The composition of investments and assets limited as to use is as follows:

	December 31	
	2022	**2021**
	(In Thousands)	
Cash and cash equivalents	**$ 11,082**	$ 25,733
Certificates of deposit	**6,073**	8,116
Fixed-income funds	**230,187**	227,591
Debt securities	**308**	403
Common trust fixed-income funds	**132,278**	120,040
Common trust equity fund	**179,528**	208,939
Domestic equity securities	**30,393**	36,124
International equity mutual funds	**32,412**	32,824
International equity funds	**192,585**	214,949
Diversified liquid real assets	**67,561**	52,605
Managed future fund	**53,796**	40,815
University of Missouri pooled account	**24,134**	25,615
Private equity	**93,587**	95,475
Hedge funds of funds	**64,496**	60,366
Accrued interest receivable and other	**318**	492
Total	**$ 1,118,738**	$ 1,150,087
Presented as:		
Short-term investments	**$ 204,071**	$ 186,419
Investments	**690,144**	715,356
Assets limited as to use	**224,523**	248,312
Total	**$ 1,118,738**	$ 1,150,087

Common trust fixed-income funds and common trust equity funds generally are redeemable in less than five days. Private equity funds are generally not available to be redeemed except as distributed by the fund. As of December 31, 2022, the System had committed $99.2 million to additional investments in private equity funds. The majority of the hedge funds of funds held are redeemable on a quarterly basis with 60 days' notice.

7. Investments and Assets Limited as to Use (continued)

Because of the timing of the preparation and delivery of financial statements for limited partnership investments, the use of the most recently available financial statements provided by the general partners results in a month to quarter delay in the inclusion of the limited partnership results on the consolidated statements of operations and changes in net assets. Due to this delay, these consolidated financial statements do not yet reflect the market conditions experienced in the last one to three months of the fourth quarter of fiscal 2022 for the limited partnerships.

Investment return is summarized as follows:

	Year Ended December 31	
	2022	**2021**
	(In Thousands)	
Interest, dividends, and net realized gain, net	**$ 26,323**	$ 52,544
Change in unrealized (loss) gain, net	**(119,123)**	87,054
Total investment return	**$ (92,800)**	$ 139,598
Included in other revenue	**$ 408**	$ 123
Included in investment return	**(76,044)**	105,670
Included in net assets restricted by donor	**(17,164)**	33,805
Total investment return	**$ (92,800)**	$ 139,598

8. Long-Term Debt

Long-term debt consists of the following obligations:

	December 31 2022	2021
	(In Thousands)	
Uninsured Health Facilities Revenue Bonds		
Series 2012C, variable-rate term bonds, privately placed, puttable starting in 2025 at which time bonds can be remarketed or redeemed, annual interest rate of 3.86% and 0.90% at December 31, 2022 and 2021, respectively, payable in installments through 2042	**$ 30,000**	$ 30,000
Series 2016A, fixed annual interest rate ranging from 3.00% to 5.00% payable in installments through 2042 (including unamortized premiums of $19,174 and $22,513 at December 31, 2022 and 2021, respectively)	**255,624**	268,048
Series 2016B, variable-rate term bonds, privately placed, puttable starting in 2028 at which time bonds can be remarketed or redeemed, annual interest rate of 3.71% and 0.77% at December 31, 2022 and 2021, respectively, payable in installments through 2040	**89,730**	89,895
Series 2016C, variable-rate term bonds, privately placed, puttable starting in 2028 at which time bonds can be remarketed or redeemed, annual interest rate of 3.71% and 0.65% at December 31, 2022 and 2021, respectively, payable in installments through 2035	**18,345**	19,405
Series 2018A, fixed annual interest rate ranging from 4.00% to 5.00% payable in installments through 2048 (including unamortized premiums of $1,563 and $1,623 at December 31, 2022 and 2021, respectively)	**99,723**	99,783

8. Long-Term Debt (continued)

	December 31	
	2022	**2021**
	(In Thousands)	
Uninsured Health Facilities Revenue Bonds (continued)		
Series 2020, fixed annual interest rate ranging from 3.00% to 5.00% payable in installments through 2050 (including unamortized premiums of $12,994 and $13,461 at December 31, 2022 and 2021, respectively)	**$ 98,429**	$ 102,391
Other obligations	**31,661**	31,931
	623,512	641,453
Less:		
Current maturities	**16,836**	15,929
Debt issuance costs	**3,535**	3,921
Total long-term debt, net of current maturities and debt issuance costs	**$ 603,141**	$ 621,603

The Master Trust Indenture (the MTI) dated as of December 1, 1996, with subsequent amendments, sets forth the covenants relating to, and provides the terms and conditions upon which, borrowings under the MTI may be issued and secured. The MTI provides that the borrowings under the MTI are the joint and several obligations of each of the members of the Obligated Group. Currently, the Corporation, Saint Luke's, North, South, and East are members of the Obligated Group and comply with covenants, undertakings, stipulations, and provisions contained in the MTI. The tax-exempt revenue bonds have been issued through the Health & Educational Facilities Authority of the State of Missouri and were used by the Corporation primarily to finance capital projects and to refinance existing indebtedness.

The obligation of the Corporation to make payments on the indebtedness under the MTI and any additional notes is a general obligation of the Obligated Group and any future members of the Obligated Group that is not secured by a pledge or mortgage of, or security interest in, any assets of the Obligated Group or any future members of the Obligated Group. Nonetheless, the MTI imposes certain restrictions on the actions of the members of the Obligated Group for the benefit of all holders of notes issued under the MTI. Such terms include, among others, restrictions on liens on the property of the members of the Obligated Group, restrictions on the incurrence of

8. Long-Term Debt (continued)

additional indebtedness, maintenance of certain debt coverage and liquidity ratios, and provisions governing the transfer of the property of the members of the Obligated Group. As of December 31, 2022, the System was in compliance with all financial covenants.

At December 31, 2022, the System has a general operating line of credit of $75 million. This facility has a one-year term expiring April 2023. The System has $0 outstanding under the line of credit at December 31, 2022 and 2021. In February 2023, the System issued a $50 million taxable draw down term loan with interest payable monthly and principal installments beginning in 2026.

In April 2021, Medical Plaza Partners, an affiliate of Saint Luke's, refinanced a loan of $30.0 million with a $30.5 million loan with Northwestern Mutual Life Insurance Company. The loan carries an annual interest rate of 3.71% with principal and interest payments payable monthly based on a 12-year amortization and a balloon payment, which is due in May 2033.

Scheduled annual principal payments on the System's long-term obligations, excluding the impact of unamortized bond premiums of $ 33.7 million and debt issuance cost of $3.5 million, are as follows:

Year Ending December 31	**Long-Term Debt**
	(In Thousands)
2023	$ 16,836
2024	17,249
2025	17,807
2026	17,943
2027	18,794
Thereafter	501,781
	$ 589,781

8. Long-Term Debt (continued)

Interest Rate Swap Agreements

The System is a party to multiple interest rate swap contracts that effectively convert various variable-rate demand bonds to fixed rates. Interest rate swap contracts between the System and a third party (counterparty) provide for the periodic exchange of payments between the parties based on changes in a defined index and a fixed rate and include counterparty credit risk, which is the risk that contractual obligations of the counterparties will not be fulfilled. Concentrations of credit risk relate to groups of counterparties that have similar economic or industry characteristics, which would cause their ability to meet contractual obligations to be similarly affected by changes in economic or other conditions. Counterparty credit risk is managed by requiring high credit standards for the System's counterparty. The counterparty to the interest rate swap contracts is a financial institution that carries investment-grade credit ratings. The interest rate swap contracts contain collateral provisions applicable to both parties to mitigate credit risk. There was no collateral posted at December 31, 2022 or 2021. The System does not anticipate nonperformance by its counterparty.

The System's interest rate swap contracts and fair value of derivatives (not designated as hedging instruments) at December 31 on the consolidated balance sheets are as follows:

Expiration Date	Fixed Rate	The System Receives	Notional Amount		Fair Value	
			2022	**2021**	**2022**	**2021**
			(In Thousands)		*(In Thousands)*	
2032	5.500%	SOFR	**$ 54,572**	$ 57,352	**$ (5,457)**	$ (16,150)
2035	5.056	SOFR	**30,820**	31,741	**(3,268)**	(10,568)
					$ (8,725)	$ (26,718)

For the fair value leveling of these interest rate swaps, please refer to Note 9.

8. Long-Term Debt (continued)

The effects of derivative instruments included in other income (loss) on the consolidated statements of operations and changes in net assets for the years ended December 31 are as follows:

Location of Gain (Loss) on Derivatives Recognized in (Deficit) Excess of Revenues Over Expenses		Amount of Gain (Loss) on Derivatives Recognized in (Deficit) Excess of Revenues Over Expenses	
		2022	2021
		(In Thousands)	
Change in fair value of interest rate swaps	Unrealized gain (loss)	**$ 17,993**	$ 8,650
Other, net	Difference between cash paid and received	**(3,201)**	(4,812)

9. Fair Value Measurements

The System determines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The Financial Accounting Standards Board's Accounting Standards Codification Topic 820, *Fair Value Measurement*, establishes a fair value hierarchy that prioritizes the inputs used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (Level 1 measurement) and the lowest priority to unobservable inputs (Level 3 measurement).

Certain of the System's financial assets and financial liabilities are measured at fair value on a recurring basis, including money market, fixed-income, and equity instruments, and interest rate swap contracts. The three levels of the fair value hierarchy and a description of the valuation methodologies used for instruments measured at fair value are as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities as of the reporting date. Level 1 primarily consists of financial instruments such as money market securities and listed equities.

9. Fair Value Measurements (continued)

Level 2 – Pricing inputs other than quoted prices included in Level 1 that are either directly observable or that can be derived or supported from observable data as of the reporting date. Instruments in this category include certain commercial paper, common trust fixed-income funds, common trust equity funds, and interest rate swap contracts depending on the significance of the credit value adjustment.

Level 3 – Pricing inputs include those that are significant to the fair value of the financial asset or financial liability and are not observable from objective sources. In evaluating the significance of inputs, the System generally classifies assets or liabilities as Level 3 when their fair value is determined using unobservable inputs that individually, or when aggregated with other unobservable inputs, represent more than 10% of the fair value of the assets or liabilities. These inputs may be used with internally developed methodologies that result in management's best estimate of fair value.

9. Fair Value Measurements (continued)

The fair value of financial assets and liabilities measured at fair value on a recurring basis was determined using the following inputs at December 31, 2022:

		Fair Value Measurements Using		
	Total Value	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
		(In Thousands)		
Assets				
Investments:				
Cash and cash equivalents	**$ 11,082**	**$ 11,082**	**$ –**	**$ –**
Certificates of deposit	**6,073**	**6,073**	–	–
Fixed-income funds	**230,187**	**230,187**	–	–
Debt securities	**308**	–	**308**	–
Common trust fixed-income funds	**7,773**	**7,773**	–	–
Domestic equity securities	**30,393**	**30,393**	–	–
International equity mutual funds	**32,412**	**32,412**	–	–
Diversified liquid real assets	**67,561**	**67,561**	–	–
	385,789	**$ 385,481**	**$ 308**	**$ –**
Reconciling items				
Investments recorded at net asset value	**732,631**			
Accrued interest and other	**318**			
Investments per consolidated balance sheet	**$ 1,118,738**			
Liabilities				
Obligation under interest rate swap contracts	**$ (8,725)**	**$ –**	**$ (8,725)**	**$ –**

9. Fair Value Measurements (continued)

The fair value of financial assets and liabilities measured at fair value on a recurring basis was determined using the following inputs at December 31, 2021:

		Fair Value Measurements Using		
	Total Value	**Quoted Prices in Active Markets for Identical Assets (Level 1)**	**Significant Other Observable Inputs (Level 2)**	**Significant Unobservable Inputs (Level 3)**
		(In Thousands)		
Assets				
Investments:				
Cash and cash equivalents	$ 25,733	$ 25,733	$ –	$ –
Certificates of deposit	8,116	8,116	–	–
Fixed-income funds	227,591	227,591	–	–
Debt securities	403	–	403	–
Common trust fixed-income funds	8,881	8,881	–	–
Domestic equity securities	36,124	36,124	–	–
International equity mutual funds	32,824	32,824	–	–
Diversified liquid real assets	52,605	52,605	–	–
	392,277	$ 391,874	$ 403	$ –
Reconciling items				
Investments recorded at net asset value	757,318			
Accrued interest and other	492			
Investments per consolidated balance sheet	$ 1,150,087			
Liabilities				
Obligation under interest rate swap contracts	$ (26,718)	$ –	$ (26,718)	$ –

9. Fair Value Measurements (continued)

The fair values of the securities included in Level 1 were determined through quoted market prices. The fair values of Level 2 securities were determined through evaluated bid prices based on recent trading activity and other relevant information, including market interest rate curves and referenced credit spreads. Estimated prepayment rates, where applicable, are used for valuation purposes as provided by third-party pricing services where quoted market values are not available. The fair values of the interest rate swap contracts are determined based on the present value of expected future cash flows using discount rates appropriate with the risks involved and are included in Level 2 or Level 3 depending on the significance of the credit value adjustment. Due to the volatility of the capital markets, there is a reasonable possibility of significant changes in fair value and additional gains or losses in the near term subsequent to December 31, 2022.

The carrying amounts reported on the consolidated balance sheets for cash and cash equivalents, accounts receivable, other current assets, and current liabilities are reasonable estimates of their fair value due to the short-term nature of these financial instruments. The value of pledges receivable is estimated by management to approximate fair value at the date the pledge is received. Management believes these are Level 2 fair value measurements recorded on a nonrecurring basis.

The estimated fair value of the System's fixed-rate bonds is based on quoted market prices for the same or similar issues and approximates $415.2 million and $491.0 million as of December 31, 2022 and 2021, respectively, which included a consideration of third-party credit enhancement, of which there was no impact. The carrying amount of the System's fixed-rate bonds as recorded on the System's consolidated balance sheets was $453.8 million and $470.2 million as of December 31, 2022 and 2021, respectively. The estimated fair value of the System's variable-rate bonds approximates the carrying amount of $138.1 million and $139.3 million as of December 31, 2022 and 2021, respectively.

10. Retirement Plans

The System had a hard-frozen defined benefit pension plan (the Plan). Plan benefits were based on years of service and the employees' compensation. Effective December 31, 2021, the Plan was terminated and all benefit obligations were settled by December 31, 2022.

The following table sets forth the funded status of the Plan and accrued pension costs:

	December 31	
	2022	**2021**
	(In Thousands)	
Accumulated benefit obligation	**$ –**	$ 172,454
Change in projected benefit obligation		
Projected benefit obligation at beginning of year	**$ 172,454**	$ 195,628
Interest cost	**3,279**	2,906
Actuarial (gain) loss	**(14,315)**	(6,062)
Benefits paid	**(161,418)**	(20,018)
Projected benefit obligation at end of year	**–**	172,454
Change in plan assets		
Fair value of plan assets at beginning of year	**155,591**	160,877
Actual investment return on plan assets	**(19,827)**	10,632
Contributions	**26,067**	4,100
Benefits paid	**(161,418)**	(20,018)
Fair value of plan assets at end of year	**412**	155,591
Pension obligation in noncurrent liabilities	**$ –**	$ (16,863)
Pension asset in short-term investments	**$ 412**	$ –

10. Retirement Plans (continued)

Included in net assets without donor restrictions are the following amounts that have not yet been recognized in net periodic pension (benefit) cost:

	December 31	
	2022	**2021**
	(In Thousands)	
Unrecognized actuarial losses	**$ –**	$ 50,349
Unrecognized prior service credit	**–**	(1,001)
	$ –	$ 49,348

Changes in plan assets and benefit obligations included in net assets without donor restrictions are as follows:

	Year Ended December 31	
	2022	**2021**
	(In Thousands)	
Unrecognized actuarial (losses)/gains	**$ (10,114)**	$ 8,216
Amortization of actuarial losses	**60,463**	6,286
Amortization of prior service credit	**(1,001)**	(87)
	$ 49,348	$ 14,415

	2022	**2021**
Weighted average assumptions used to determine the projected benefit obligation for the years ended December 31:		
Discount rate	**n/a**	2.58%
Weighted average assumptions used to determine net periodic benefit cost for the years ended December 31:		
Discount rate	**3.75%**	2.46%
Expected long-term return on plan assets	**n/a**	5.50
Mortality projection scale	**n/a**	MSS-2021

10. Retirement Plans (continued)

At December 31, 2021, the effect of the decrease in discount rate was to increase the projected benefit obligation by approximately $5.1 million.

	Year Ended December 31	
	2022	**2021**
	(In Thousands)	
Components of net periodic (benefit) cost:		
Interest cost	**$ 3,279**	$ 2,906
Expected return on plan assets	**(4.602)**	(8,478)
Amortization of net actuarial loss	**804**	1,225
Amortization of prior service credit	**(87)**	(87)
Settlement charge – prior service credit	**(914)**	–
Settlement charge – net actuarial loss	**59,659**	5,061
Net periodic pension cost	**$ 58,139**	$ 627

The System's pension plan's weighted average asset allocations, by asset category, are as follows:

	Target Asset Allocation		Plan Assets	
	December 31		December 31	
Asset Category	**2022**	**2021**	**2022**	**2021**
Fixed income	**– %**	50%	**–%**	50%
Public equity	–	37	–	31
Marketable real asset funds	–	4	–	3
Hedge funds	–	9	–	8
Cash	–	–	**100**	8

The System employed a total return investment approach whereby a mix of marketable equity securities, common trust fixed-income funds, common trust equity funds, and alternative investments were used to estimate a long-term return of plan assets for a prudent level of risk. The System's goal was to manage the duration of both assets and liabilities to meet changes in the liabilities. Risk tolerance was therefore established through careful consideration of plan liabilities and plan-funded status.

10. Retirement Plans (continued)

The System determined an expected long-term rate of return for plan assets in consultation with its external investment advisor. The System reviewed historical market performance by investment asset class along with current economic outlooks for asset class performance in order to estimate its long-term rate of return assumption. Peer data and historical returns were reviewed to check for reasonableness.

The fair value of pension plan assets was determined using the following inputs at December 31, 2021:

		Fair Value Measurements Using		
	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
		(In Thousands)		
Cash and cash equivalents	$ 13,006	$ 13,006	$ –	$ –
Fixed-income funds	38,820	38,820	–	–
Domestic equity securities	3,426	3,426	–	–
Marketable real asset fund	4,538	4,538	–	–
Total assets measured on a recurring basis at fair value	59,790	$ 59,790	$ –	$ –
Investments recorded at net asset value	95,801			
Fair value of plan assets	$ 155,591			

The fair value of Level 1 and Level 2 investments in the pension plan assets is valued as outlined in Note 8, with the exception of alternative investments, which are recorded at fair value within the pension plan assets. The fair value of alternative investments is based on net asset value. The fair values of the securities held by limited partnerships that do not have readily determinable fair values are determined by the general partner taking into consideration, among other things, the financial performance of underlying investments, recent sales prices of underlying investments, market exchanges at period-end, and other pertinent information. Fair value calculations may not

10. Retirement Plans (continued)

be indicative of net realizable value or reflective of future fair values. Furthermore, while the Plan's valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different estimate of fair value at the reporting date.

The System maintains a deferred 403(b) plan for employees' contributions. In addition, the System maintains a 401(a) defined contribution retirement plan that covers substantially all employees meeting the eligibility requirements set forth under this plan. The System contributes an amount based on a percentage for eligible employees who contribute to the tax-deferred 403(b). The System recorded expenses of $38.7 million and $36.2 million related to these plans during 2022 and 2021, respectively, which are included in employee benefits expense on the consolidated statements of operations and changes in net assets.

11. Insurance and Self-Insured Risks

The System provides for medical malpractice and general liability exposure through a combination of self-insurance and third-party insurance carriers.

Professional and general liability coverage for substantially all of the Missouri hospital facilities is provided through Saint Luke's Health System Insurance, Ltd. (the Captive), a Cayman domiciled wholly owned subsidiary of the System. General liability coverage for the Kansas hospital facilities is provided through the Captive. Effective April 1, 2022, self-insured retentions are $6.0 million per occurrence and $38.5 million in annual aggregate. Prior to April 1, 2022, the self-insured retentions were $5.0 million per occurrence and $30.0 million in aggregate. Contributions to the Captive are made based on funding levels recommended by an independent actuary.

For entities participating in the Captive, expense is based on paid claims and the actuary's estimate of the eventual cost of claim settlements, including estimates for claims that may have occurred during the periods but were not yet identified and reported, and the probable timing of the payment of these claims. Accrued malpractice losses were undiscounted at December 31, 2022 and 2021.

11. Insurance and Self-Insured Risks (continued)

South established a trust (the SLS Trust) to self-insure professional liability risk beginning on January 1, 2005. Effective in 2022, the coverage provided by the SLS Trust is $500,000 per claim and $1.5 million in aggregate. Prior to 2022, the coverage provided by the SLS Trust was $200,000 per claim and $600,000 in the aggregate.

Beginning in 2022, the Kansas Health Care Stabilization Fund provides coverage in the amount of $500,000 per claim and $1.5 million in the aggregate. Prior to 2022, the Kansas Health Care Stabilization Fund provides coverage in the amount of $800,000 per claim and $2.4 million in the aggregate. Prior acts (or tail) coverage also is provided through each trust. The funding contributions to each trust were based on recommendations from an independent actuary.

Saint Luke's Health System RRG, which was established August 1, 2003, in South Carolina, provides coverage to employed physicians and related staff of the System. The RRG has the capacity to insure physicians who are not employed by the System. The RRG is wholly owned by the System and provides the first layer of coverage for employed physicians.

The RRG provides excess insurance coverage for general and professional liability for all the System's entities. This exposure is 100% reinsured by various third-party insurers.

In the event the claims-made policies are not renewed or replaced with equivalent insurance coverage, claims based on occurrences during their term, but reported subsequently, will be uninsured. Management is currently not aware of any incidents that would result in losses that could have a material adverse impact on the accompanying consolidated financial statements.

11. Insurance and Self-Insured Risks (continued)

The System similarly provides for health insurance and workers' compensation coverage through a combination of self-insurance and third-party insurers. Liabilities have been established for known claims and estimated claims, that have been incurred but not reported and amounted to the following:

	December 31	
	2022	**2021**
	(In Thousands)	
Professional and general liability	**$ 25,704**	$ 25,253
Health insurance and workers' compensation	**14,780**	15,464
Included in other current liabilities	**$ 40,484**	$ 40,717

	December 31	
	2022	**2021**
	(In Thousands)	
Professional and general liability	**$ 49,268**	$ 49,135
Workers' compensation	**2,508**	2,726
Included as reserve for self-insured risks	**$ 51,776**	$ 51,861

Workers' compensation exposure in the self-insured or high deductible layers for occurrences beginning July 1, 2015, is evaluated by the actuary and is funded and paid through the Captive.

12. Leases

The System leases certain health care equipment and real property under long-term leases as a normal part of its operation. The System determines whether an arrangement is a lease at the inception of a contract. The System elected a practical expedient to apply the new standard at the adoption date, and not recast the comparative periods presented. The System has lease agreements that require payments for lease and non-lease components and has elected to account for these as a single component. For leases that commenced before the effective date of Accounting Standards Update No. 2016-12, *Revenue from Contracts with Customers (Topic 606): Narrow-Scope Improvements and Practical Expedients*, the System elected the permitted practical expedients not to reassess the following: (i) whether any expired or existing contracts contain leases, (ii) the lease classification for any expired or existing leases, and (iii) initial direct costs for any existing leases.

12. Leases (continued)

As of December 31, 2022, the System had right-of-use assets of $162.5 million and lease liabilities for operating leases of $178.2 million. Current lease liabilities are recorded in other current liabilities. As of December 31, 2021, the System had right-of-use assets of $177.0 million and lease liabilities for operating leases of $193.9 million. Finance leases were not significant for the years ended December 31, 2022 or 2021. Leases with an initial term of 12 months or less are not recorded on the consolidated balance sheet.

Right-of-use assets represent the System's right to use an underlying asset during the lease term, and lease liabilities represent the System's obligation to make lease payments arising from the lease. Right-of-use assets and liabilities are recognized at the commencement date based on the net present value of fixed lease payments over the lease term. The System's lease term includes options to extend or terminate the lease when it is reasonably certain that the options will be exercised. As most of the System's operating leases do not provide an implicit interest rate, the System uses a three-tier system, based on the remaining term of the lease, to determine the discount rate applied to each lease. The three tiers of remaining lease terms are 1 to 5 years, 6 to 10 years, and 11 years or more, and the rates used for each tier are determined by the System's incremental borrowing rate based on outstanding bond issuances. The System reviews its incremental borrowing rate quarterly and applies the updated rate(s) to any new leases entered into during the quarter.

The amounts relating to the System's lease expense are as follows:

	2022	2021
	(In Thousands)	
Lease expenses:		
Long-term lease expense	**$ 24,297**	$ 23,033
Short-term lease expense	**812**	1,363
Total lease expense	**$ 25,109**	$ 24,396

12. Leases (continued)

Other lease information:

	2022	2021
Operating cash flows for leases	**$ 26,231**	$ 25,714
Right-of-use assets obtained in exchange for new lease liabilities	**2,089**	250
Weighted average remaining lease term (in years)	**8.77**	9.79

The following table discloses the incremental borrowing rates in use for the three remaining lease term tiers in use in the year ended December 31, 2022:

Remaining lease term:	
1 to 5 years	6.9%
6 to 10 years	6.8
11 and more years	6.7

Future annual undiscounted cash flows for lease liabilities are as follows:

Year ending December 31:	
2023	$ 25,837
2024	22,141
2025	23,223
2026	21,663
2027	20,510
Thereafter	89,950
	$ 203,324

Allen County, Anderson County, Hedrick, and Wright Memorial facilities are leased from the local community or government, while the System provides for the operations of these facilities. The financial position and results of operations of these facilities are included in the consolidated financial statements, and include combined total net assets of $78.2 million and $83.3 million as of December 31, 2022 and 2021, respectively. These leases have a remaining noncancelable initial term of five to ten years. The leases are evergreen leases, which require a one- to two-year cancellation notice by either party. Currently, the System has no reason to believe that these arrangements will be terminated.

13. Functional Classification of Expenses

The System's primary business operation includes acute, non-acute, post-acute, and behavioral health-related services in both hospital and clinic settings. In addition, the System provides home care services and care to the terminally ill, and manages properties utilized primarily for physician offices and clinics. The corporate entity, the Corporation, performs centralized information systems, marketing, human resources (including compensation and benefits), legal, compliance, accounting, finance, and purchasing functions for the System. Expenses are allocated to health care services and administrative services based on the functional department for which they are incurred. Departmental expenses may include various allocations of costs based on direct assignment, expenses, or other methods.

Expenses by functional classification consist of the following:

	Health Care Services	**Management and General**	**Total**
Year ended December 31, 2022			
Salaries and wages	**$ 986,328**	**$ 62,871**	**$ 1,049,199**
Employee benefits	**213,696**	**16,944**	**230,640**
Supplies and other	**888,963**	**53,947**	**942,910**
Depreciation and amortization	**98,431**	**5,875**	**104,306**
Interest	**19,609**	–	**19,609**
	$ 2,207,027	**$ 139,637**	**$ 2,346,664**
Year ended December 31, 2021			
Salaries and wages	$ 939,168	$ 61,935	$ 1,001,103
Employee benefits	211,119	16,068	227,187
Supplies and other	817,907	50,046	867,953
Depreciation and amortization	99,297	5,907	105,204
Interest	18,579	–	18,579
	$ 2,086,070	$ 133,956	$ 2,220,026

14. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes:

	December 31	
	2022	**2021**
	(In Thousands)	
Subject to expenditure for specific purpose:		
Health care services	**$ 66,594**	$ 82,464
Health care education and research	**69,239**	79,715
Other programs	**6,727**	7,876
Purchase of equipment	**13,053**	14,858
Foundation net assets	**506**	551
	$ 156,119	$ 185,464

Proceeds from the following principal of these net assets with donor restrictions are restricted to the following:

	December 31	
	2022	**2021**
	(In Thousands)	
Subject to expenditure when a specific event occurs:		
Health care services	**$ 41,148**	$ 38,712
Health care education and research	**30,298**	30,246
Purchase of equipment	**1,231**	1,231
	$ 72,677	$ 70,189

15. Endowments

Endowments consist of funds established for a variety of purposes. The endowments include both donor-restricted endowment funds and funds designated by the Board to function as endowments. Net assets associated with endowment funds are classified and reported on the existence or absence of donor-imposed restrictions in accordance with U.S. GAAP.

15. Endowments (continued)

The Foundation's governing body has interpreted the State of Missouri Prudent Management of Institutional Funds Act (SPMIFA) and, thus, classifies amounts in its donor-restricted endowment funds as net assets with donor restrictions because those net assets are time restricted until the governing body appropriates such amounts for expenditures. Most of those net assets also are subject to purpose restrictions that must be met before reclassifying those net assets to net assets without donor restrictions. The governing body of the Foundation has interpreted SPMIFA as not requiring the maintenance of purchasing power of the original gift amount contributed to an endowment fund, unless a donor stipulates the contrary. As a result of this interpretation, when reviewing its donor-restricted endowment funds, the Foundation considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Foundation has interpreted SPMIFA to permit spending from underwater funds in accordance with the prudent measures required under the law. Additionally, in accordance with SPMIFA, the Foundation considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- Duration and preservation of the fund
- Purposes of the Foundation and the fund
- General economic conditions
- Possible effect of inflation and deflation
- Expected total return from investment income and appreciation or depreciation of investments
- Other resources of the Foundation
- Investment policies of the Foundation

15. Endowments (continued)

At December 31, 2022, the endowment net asset composition by type of fund consisted of the following:

	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment funds	**$ 5,781**	**$ –**	**$ 5,781**
Donor-restricted endowment funds	**–**	**131,823**	**131,823**
Total funds	**$ 5,781**	**$ 131,823**	**$ 137,604**

At December 31, 2021, the endowment net asset composition by type of fund consisted of the following:

	Without Donor Restrictions	With Donor Restrictions	Total
Board-designated endowment funds	$ 3,802	$ –	$ 3,802
Donor-restricted endowment funds	–	146,766	146,766
Total funds	$ 3,802	$ 146,766	$ 150,568

15. Endowments (continued)

For the years ended December 31, 2022 and 2021, the changes in the endowment net assets were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, January 1, 2021	$ 4,797	$ 129,418	$ 134,215
Investment return, net	456	23,788	24,244
Contributions	–	531	531
Appropriations of endowment assets for expenditure	(51)	(3,386)	(3,437)
Other changes	(1,400)	(3,585)	(4,985)
Endowment net assets, December 31, 2021	3,802	146,766	150,568
Investment return, net	**(137)**	**(11,261)**	**(11,398)**
Contributions	–	**892**	**892**
Appropriations of endowment assets for expenditure	**(46)**	**(3,888)**	**(3,934)**
Other changes	**2,162**	**(686)**	**1,476**
Endowment net assets, December 31, 2022	**$ 5,781**	**$ 131,823**	**$ 137,604**

The Foundation has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs and other items supported by its endowment while seeking to maintain the purchasing power of the endowment. Endowment assets include those assets of donor-restricted endowment funds the Foundation must hold in perpetuity or for donor-specified periods, as well as those of board-designated endowment funds. Under the Foundation's policies, endowment assets are invested in a manner that is intended to produce results that meet or exceed the price and yield results of various benchmarks, with a primary objective of maintaining purchasing power by achieving a return, net of fees, equal to or greater than 5%, plus inflation, over long periods of time. Actual returns in any given year may vary from this amount.

15. Endowments (continued)

To satisfy its long-term rate of return objectives, the Foundation relies on a total return strategy in which investment returns are achieved through both current yield (investment income such as dividends and interest) and capital appreciation (both realized and unrealized). The Foundation targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

The Foundation has a policy (the spending policy) of appropriating for expenditure each year 5% of its endowment fund's rolling three-year average fair value as of the previous June 30 balance. If the endowment fund's value reflects less than 5% growth, distributions can be made with appropriate consideration and approval. In establishing this policy, the Foundation considered the long-term expected return on its endowments. This is consistent with the Foundation's objective to maintain the purchasing power of endowment assets held in perpetuity or for a specified term, as well as to provide additional real growth through new gifts and investment return.

16. Commitments and Contingencies

The health care industry is heavily regulated by both federal and state governments. These laws and regulations are wide ranging and impose very complex requirements that are often subject to shifting government interpretation and enforcement policies. These requirements affect nearly all aspects of health care operations, including billing and coding, accounting, cost allocation, tax exemption, physician contracting and employment, medical staff oversight, patient privacy, record-keeping, hospital operations, and licensure and accreditation, among other functions and transactions. Violations may be intentional or may occur because those responsible for the noncompliance are unaware that the law is violated by their actions. Management may not be aware of noncompliant conduct.

Enforcement activity in health care is a focus of both federal and state government. The government has several powerful enforcement tools to prosecute individual or industry-wide practices and may seek restitution, fines, and penalties for conduct that extends many years past. In addition, private parties have a compelling incentive to file so-called whistle-blower lawsuits alleging certain types of noncompliance. These lawsuits are costly to defend and pose the risk of such extreme penalties that health care providers are often forced to settle even where the merits are not clear to avoid this risk. Finally, in certain instances, health care providers are required to disclose certain noncompliance on a timely basis to avoid onerous penalties and government regulation, and guidance of the meaning of "timely" disclosure is still evolving.

16. Commitments and Contingencies (continued)

There can be no assurance that regulatory authorities will not challenge the System's compliance with these laws and regulations or that the laws and regulations themselves will not be subject to challenge, and it is not possible to determine the effect, if any, such claims, penalties, or challenges would have on the System.

17. Subsequent Events

The System evaluated events and transactions occurring subsequent to December 31, 2022 through April 5, 2023, the date of issuance of the accompanying consolidated financial statements. During this period, there were no subsequent events that required recognition or disclosure in the consolidated financial statements.

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Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: Saint Luke's Hospital of Kansas City: I **Project #:** 6182 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 2022	Year 2023	Year 2024
Amount of Utilization:*	489	613	629
Revenue:			
Average Charge**	$149,399	$174,567	$171,318
Gross Revenue	$73,056,111	$107,009,571	$107,759,022
Revenue Deductions	55,543,944	77,414,602	81,321,308
Operating Revenue	17,512,167	29,594,969	26,437,714
Other Revenue	0	0	0
TOTAL REVENUE	**$17,512,167**	**$29,594,969**	**$26,437,714**
Expenses:			
Direct Expenses			
Salaries	3,316,842	4,842,471	3,952,407
Fees	0	0	0
Supplies	10,442,574	14,736,620	16,607,576
Other	1,204,337	1,655,519	1,763,801
TOTAL DIRECT	$14,963,753	$21,234,610	$22,323,784
Indirect Expenses			
Depreciation	0	0	0
Interest***	524,726	726,827	574,817
Rent/Lease	0	0	0
Overhead****	1,262,478	1,879,284	1,387,008
TOTAL INDIRECT	$1,787,204	$2,606,111	$1,961,825
TOTAL EXPENSES	**$16,750,957**	**$23,840,721**	**$24,285,609**
NET INCOME (LOSS):	**$761,210**	**$5,754,248**	**$2,152,105**

*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.

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: Saint Luke's Hospital of Kansas City: I **Project #:** 6182 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 2026	2027	2028
Amount of Utilization:*	666	679	693
Revenue:			
Average Charge**	$171,319	$171,398	$171,319
Gross Revenue	$114,098,454	$116,379,242	$118,724,067
Revenue Deductions	83,857,888	84,371,138	84,871,372
Operating Revenue	30,240,566	32,008,104	33,852,002
Other Revenue	0	0	0
TOTAL REVENUE	**$30,240,566**	**$32,008,104**	**$33,852,002**
Expenses:			
Direct Expenses			
Salaries	4,193,108	4,318,902	4,448,469
Fees	0	0	0
Supplies	18,663,003	19,607,351	20,599,482
Other	1,871,216	1,927,353	1,985,173
TOTAL DIRECT	$24,727,327	$25,853,606	$27,033,124
Indirect Expenses			
Depreciation	753,336	696,652	657,710
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	1,529,176	1,605,635	1,685,916
TOTAL INDIRECT	$2,282,512	$2,302,287	$2,343,626
TOTAL EXPENSES	**$27,009,839**	**$28,155,893**	**$29,376,750**
NET INCOME (LOSS):	**$3,230,727**	**$3,852,211**	**$4,475,252**

*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.

Status **Active** PolicyStat ID **12871924**

Origination	3/1/2002
Last Approved	2/15/2023
Effective	1/1/2023
Last Revised	2/15/2023
Next Review	2/15/2024
Owner	Shelby Frigon: VP Revenue Cycle
Area	Finance
Applicability	Saint Luke's Health System – All Facilities & ACRH

Financial Assistance for Medically Indigent Patients, FIN-010

PURPOSE

To assure that financial assistance options are available to all medically indigent patients and guarantors who are unable to pay for emergent and medically necessary services provided by Saint Luke's Health System ("Saint Luke's") while ensuring Saint Luke's compliance with State and Federal laws and regulatory guidance pertaining to charity care and financial assistance.

POLICY

Saint Luke's Health System provides financial assistance for medically indigent patients who meet eligibility criteria outlined in this Policy.

Situations where the provision of financial assistance will be considered include but are not limited to:

- Uninsured patients who do not have the ability to pay
- Insured patients who do not have the ability to pay for portions not covered by insurance including but not limited to coinsurance and deductibles
- Deceased patients with no estate, and no living trust
- Patients involved in catastrophic illness or injury

DEFINITION(S)

Amounts Generally Billed – The Amounts Generally Billed (AGB) is the amount generally allowed by Medicare fee for service and private health insurers for emergency and other medically necessary care. SLHS uses the look back method to determine AGB.

Catastrophic Medical Expense – A Catastrophic Medical Expense is defined as a patient's financial responsibility exceeding 20% of the annual income and financial resources available to the patient and/or guarantor.

Co Pay – Minimum amount due from patients who qualify for financial assistance. Co pay does not exceed AGB.

Federal Poverty Guidelines - Federal Poverty Guidelines (FPL) means those guidelines issued by the Federal Government that describe poverty levels in the United States based on a person or family's household income. The Federal Poverty Guidelines are adjusted according to inflation and published in the Federal Register. For the purposes of this policy, the most current annual guidelines will be utilized.

Financial Assistance Application- means the information and accompanying documentation that an individual submits to apply for financial assistance. This can include (a) completing a paper copy of the SLHS Financial Assistance Application and mailing or delivering to SLHS or (b) providing financial information in person during patient registration or over the phone by contacting a SLHS Centralized Business Office.

Look Back Method – Look Back Method is a prior twelve (12) month period used when calculating Amounts Generally Billed.

Medically Necessary Services - Medically necessary services are services that are reasonable and medically necessary for the prevention, diagnosis, or treatment of a physical or mental illness or injury; to achieve age appropriate growth and development; to minimize the progression of a disability; or to attain, maintain, or regain functional capacity; in accordance with accepted standards of practice in the medical community of the area in which the physical or mental health services rendered; and service(s) is (are) furnished in the most appropriate setting. Medically necessary services are not used primarily for convenience and are not considered experimental or an excessive form of treatment.

Medically Indigent - A medically indigent patient is defined as a person who has demonstrated that he/she is too impoverished to meet his or her medical expenses. The medically indigent patient may or may not have an income and may or may not be covered by insurance. Each patient's financial position will be evaluated individually using the Federal Poverty Limit as a guideline.

PROCEDURE

Applying for Financial Assistance

Medical indigence must be demonstrated through documentation, financial screening or by presumptive scoring. This determination can be made while the patient is in the hospital, shortly after dismissal, during the normal internal collection efforts and after placement with an outside collection agency. Requests for financial assistance are accepted for up to 1 year from the first post-discharge billing statement date.

Patients apply for financial assistance by completing a Financial Assistance Application or may be screened for financial assistance by contacting a SLHS Centralized business office and providing financial documents as requested. Patients may obtain a Financial Assistance Application by requesting

in writing or by contacting a SLHS Centralized Business Office by phone or email. The Financial Assistance Application is also available on the Saint Luke's website www.saintlukeskc.org/financial-assistance#. Supporting documentation may be required including items such as Federal Income Tax Return, IRS non-filing letter, recent bank statements, or recent paycheck stubs. Other documents that support the patient/household income, assets and financial position may be requested but not required. Supporting documentation requirements may be waived in some circumstances including but not limited to Medicaid eligible patients receiving non covered medically necessary or emergent services, patients that potentially qualify for financial assistance based on presumptive scoring, patients unable to provide documents and homeless patients.

Certain Critical Access Hospitals and associated clinics may be approved sites for the National Health Services Corps (NHSC). When this situation exists, those sites will follow the guidelines as established and approved by the NHSC. Patients at approved NHSC sites do not have to provide banking and asset information.

Assistance with the application process is provided by a SLHS Centralized Business Office staff or hospital admitting staff. Assistance may be requested by phone or in person by calling or visiting the locations identified in the Request a Copy section.

Once a patient has completed a Financial Assistance Application and the patient is determined to be eligible for financial assistance, such determination is valid for subsequent eligible services twelve (12) months after the approval date without requiring updated income documentation. Patients should contact a SLHS Centralized Business Office to request financial assistance for subsequent eligible services. A SLHS Centralized Business Office will confirm the household size, income and assets have not changed since last approved. After twelve (12) months or if the patient's financial situation has changed, the patient must reapply for financial assistance eligibility. Financial assistance adjustments approved based on presumptive scoring are only valid for the date of service reviewed and are not valid for subsequent dates of service. Presumptive eligibility will be re-evaluated for each date of service.

Financial Assistance Determination

A patient's eligibility for financial assistance is not determined until activities to identify and secure payment from Medicare, Medicaid, Crime Victims, other government programs, other funded programs, medical insurance, or any other possible appropriate source for payment are exhausted which could also include but not limited to Health Cost Sharing plans, auto insurance personal injury protection (PIP) or med pay, liability liens, or estate claims. Reversal of financial assistance adjustments must be made if subsequent third party payments are received. Financial assistance is to be considered the adjustment of last resort.

Uninsured patients may receive a patient discount. For hospital services, if the patient subsequently qualifies for financial assistance, the discount is reversed and the financial assistance adjustment is posted.

A patient's eligibility for financial assistance is based on the household income at the time assistance is sought, expressed as a percentage of the Federal Poverty Guideline for family size. The Federal Poverty Guideline as used for the purposes of determining financial assistance is outlined later in this policy.

Household Income is defined as:
Adults: If the patient is an adult, "Yearly Household Income" means the sum of the total yearly gross income or estimated yearly income of the patient and the patient's spouse/live in partner.
Minors: If the patient is a minor, "Yearly Household Income" means the sum of the total yearly gross income or estimated yearly income of the patient, and patient's parent(s) or legal guardian in the home.

Other financial resources may be considered when determining a patient's ability to pay. Other financial resources could include checking accounts, savings accounts, IRA's, CD's retirement savings and investments. A patient's and responsible party's overall financial position will be considered when determining financial assistance.

Household size is defined as:
Adults: In calculating the Household Size, include the patient, the patient's spouse or live in partner, and any dependents (as defined by the Internal Revenue Code (IRC).
Minors: In calculating the Household Size, if the patient is a minor, include the patient, parent(s) or legal guardian(s) in the home, and dependents of the parent(s) or legal guardian(s) (as defined by IRC).

For unscheduled inpatient or outpatient admissions and scheduled hospital services approved for continuation of care, a co pay (minimum patient responsibility) per admission may be due to the hospital. Financial assistance up to 100% of billed charges less the co pay may be provided for hospital services.

For emergency room visits that do not result in an admission, a co pay per emergency room visit may be due to the hospital. Financial assistance up to 100% of billed charges less the co pay may be provided.

Scheduled inpatient and outpatient hospital services not approved through the continuation of care process are eligible for partial financial assistance for patients at or below 300% of the Federal Poverty Guideline. Amounts owed after financial assistance are not to exceed Amounts Generally Billed (AGB). Patients who are non U.S. residents are not eligible for financial assistance beyond the uninsured patient discount for scheduled services with the exception of OB Care.

Saint Luke's Health System may limit financial assistance to patients who decline insurance coverage including government assistance plans. In those situations, financial assistance may be limited to Amounts Generally Billed (AGB).

The FPL% guidelines are applied to applicable services as follows:

Saint Luke's Hospital of Kansas City, Saint Luke's North Hospital, Saint Luke's South Hospital, Saint Luke's East Hospital, Saint Luke's Radiation Therapy Liberty, and Saint Luke's Home Care and Hospice

Income % of FPL	Charity	Patient Responsibility
Unscheduled inpatient and observation / outpatient hospital services/ Continuation of Care approved scheduled services		
200% or less FPL	100%	0%
201% - 250% FPL	100% less co-pay	$700 co-pay per admission/account
251% - 300% FPL	100% less co-pay	$1,500 co-pay per admission/account

Emergency room visits not resulting in admission

Less than 300% FPL	100% less co-pay	$150 per visit co pay

Scheduled Services not approved for continuation of care

Less than 300% FPL	75%	25%

Saint Luke's Regional Lab Accounts

Income % of FPL	% Charity	% Patient Responsibility
200% or less	100%	0%
>200%	0%	100%

Allen County Regional Hospital, Anderson County Hospital, Hedrick Medical Center, Wright Memorial Hospital

Unscheduled inpatient and observation / outpatient hospital services / Continuation of Care approved scheduled services, clinic visits and ambulance

Income % of FPL	Charity	Patient Responsibility
200% or less FPL	100%	0%
201% - 250% FPL	75%	25%

Income % of FPL	Charity	Patient Responsibility
251% - 275% FPL	60%	40%
276% - 300% FPL	45%	55%
> 300% FPL	0%	100%

Emergency room visits not resulting in admission

Less than 300% FPL	100% less co-pay	$150 per visit co-pay

Scheduled Services not approved for continuation of care

Less than 300% FPL	40%	60%

Bishop Spencer Place

Income % of FPL	Charity	Patient Responsibility
Skilled Nursing and Rehab Services (excludes residential services)		
200% or less FPL	100%	0%
201% - 250% FPL	100% less co-pay	$700 co-pay per admission/account
251% - 300% FPL	100% less co-pay	$1,500 co-pay per admission/account

Presumptive Eligibility

SLHS entities may receive scoring from third parties who independently evaluate propensity to pay and probability of charity. SLHS may rely on that scoring for the basis of determining financial assistance when a patient does not complete a financial assistance application and provide supporting documentation as requested. Patients qualifying for presumptive eligibility may receive full or partial assistance. If partial assistance is approved, the patient receives a bill for the reduced amount owed. For hospital accounts, the patient is notified in writing of partial approval and how they can apply for financial assistance to determine if additional assistance is available. The patient is provided a reasonable time period in which to apply for additional assistance. If the patient applies for additional assistance, the application is reviewed and the patient is notified of the decision. Patients that are not approved for full financial assistance receive a statement.

Catastrophic Assistance

For patients that do not otherwise qualify for financial assistance per the Federal Poverty Guidelines, catastrophic assistance may be available. Catastrophic medical expense is defined as patient responsibility exceeding 20% of annual income and financial resources available to the patient and/or guarantor. In situations where a patient has a catastrophic medical expense the patient financial responsibility after charity may be reduced to an amount equal to 20% of annual income and financial resources. The patient's financial responsibility after financial assistance will not exceed AGB.

Basis for Calculating Amounts Generally Billed –

Hospital Accounts Only

After the patient's hospital account is reduced by the financial assistance adjustment based on this policy and guidelines, the patient is responsible for no more than amounts generally billed to individuals who have Medicare fee for service and private health insurers for emergency and other medically necessary care. The Look Back Method is used to determine AGB.

The AGB summary document describes the calculation and states the percentage used by the hospital. The Amounts Generally Billed summary is available on the Saint Luke's website. www.saintlukeskc.org/financial-assistance#
Patients or members of the public may request a copy of this policy available at no charge at the hospital admitting office or by contacting the SLHS Centralized business office. The hospital locations and SLHS Centralized business office contact information are provided under Request a Copy section of this policy.

Hospital Financial Assistance Approval

Financial assistance may be approved by a patient account employee, supervisor, manager, director, vice president, controller or CFO. Management review and approval is required as defined in the Patient Account Adjustment and Action Approval Levels Policy (FIN-067).

Patient Refunds

The hospital will refund any amount the individual has paid for care that exceeds the amount he or she is determined to be personally responsible for paying as a financial assistance policy eligible individual, unless such amount is less than $5 (or such other amount set by notice or other guidance published by the Internal Revenue Service).

Financial Assistance Policy Availability to Patients

Information about the availability of financial assistance appears on patient statements and is posted on signs in hospital registration areas. The financial assistance policy, plain language summary of policy and financial assistance application form with instructions are available on the Saint Luke's website. www.saintlukeskc.org/financial-assistance#

Patients or members of the public may request a copy of this policy available at no charge at the hospital admitting office or by contacting the SLHS Centralized business office by phone, mail, email, or in person. The hospital locations and SLHS Centralized business office contact information is provided under Request a Copy section of this policy.

Patient Billing and Collection

Statements are sent to patients to advise them of balances due. Statements and final notices state that financial assistance may be available to those that qualify and provide contacts to request additional information. Balances are considered delinquent when the patient fails to make either acceptable

payment or acceptable payment arrangements before the next statement. Patients are notified of delinquent balances by messages on the statements, by phone calls, by final notices or by collection letters.

Hospital delinquent accounts are eligible to be placed for collection 30 days after final notice has been sent. The policies and practices of the collection agency follow the Fair Debt Collection Practices Act. The agency demonstrates a patient relations approach in all its practices. The agency utilizes a variety of collection methods including letters and phone calls.

SLHS hospitals will make reasonable efforts to determine whether an individual is eligible for assistance under this policy before engaging in any extraordinary collections action ("ECA"). Reasonable efforts to determine eligibility include: notification to the patient by SLHS of the FAP upon admission and in written and oral communications with the patient regarding the patient's bill, an effort to notify the individual by telephone about the Policy and the process for applying for assistance at least 30 days before taking action to initiate any lawsuit, and a written response to any Financial Assistance Application for assistance under this Policy submitted within 240 days of the first post-discharge billing statement with respect to the unpaid balance. Potential ECA's may include any actions taken that require a legal or judicial process in an attempt to collect payment from an individual including but not limited to commencing a civil action. SLHS may send accounts to a contracted collection agency(ies) but such action is not considered an ECA. SLHS contracted collection agency(ies) are not authorized to report SLHS accounts to credit agencies. SLHS will not initiate an ECA until at least 120 days have passed from the first post-discharge billing statement.

The Vice President of Revenue Cycle or Chief Financial Officer has the final authority or responsibility for determining that the hospital facility policies and procedures make a reasonable efforts to determine whether an individual is FAP eligible and therefore engage in ECAs against the individual. It is the expectation of SLHS that such ECA's would be infrequent for use in situations where the patient has been determined able but unwilling to pay.

Collection Suit

Saint Luke's Health System (SLHS), the collection agency and collection law firm (law firm) work with patients to avoid filing a suit for collections whenever possible. When settlement or payment arrangements are not agreed to and/or met, SLHS may file suit in an attempt to collect on delinquent accounts. When a patient does not apply or applies/is screened for financial assistance and is not approved, SLHS may file suit in an attempt to collect on delinquent accounts. An attempt to reach the patient by phone and advise them of the availability of financial assistance occurs prior to suit approval. No extraordinary collection actions occur prior to 120 days after first post discharge billing date of the account. All requests for suit are approved by the Vice President of Revenue Cycle or CFO.

Financial Assistance Procedure for Professional Services for Advanced Urology Associates, Saint Luke's

Physician Group, Rockhill Orthopaedic Specialists, Heart Surgeons of Kansas City

A Financial Assistance screening may occur with the patient which could include gathering income, family size, supporting documents and/or presumptive eligibility as described in this policy. Financial assistance is applied to applicable services following the below table.

Financial assistance for clinic visits and imaging centers may be limited to the uninsured patient discount.

Professional services rendered in the hospital:

Income % of FPL	% Charity	% Patient Responsibility
200% or less	75%	25%
201% to 250%	50%	50%
251% to 300%	25%	75%

Request a Copy

The Financial Assistance for Medically Indigent Patients policy, Financial Assistance Application, or Plain Language Summary, are available free of charge on line at www.saintlukeskc.org/financial-assistance#, in person at hospital admitting offices or by calling the SLHS Centralized business office. These documents are available in English and Spanish.

Saint Luke's Health System Centralized Business Office
816-932-5678 or 888-581-9401

Saint Luke's Hospital of Kansas City
4401 Wornall Road
Kansas City, MO 64111

Saint Luke's North Hospital–Barry Road
5830 N.W. Barry Road
Kansas City, MO 64154

Saint Luke's South Hospital
12300 Metcalf Ave.
Overland Park, KS 66213

Crittenton Children's Center
(A division of Saint Luke's Hospital)
10918 Elm Ave
Kansas City, MO 64134

Saint Luke's East Hospital

100 N. E. Saint Luke's Blvd.
Lee's Summit, MO 64086

Saint Luke's North Hospital–Smithville
601 S. 169 Highway
Smithville, MO 64089

Critical Access Hospitals:

Allen County Regional Hospital
3066 N. Kentucky Street
Iola, KS 66749
620-365-1015

Anderson County Hospital
421 S Maple
Garnett, KS 66032
785-204-4002

Hedrick Medical Center
2799 N. Washington St.
Chillicothe, MO 64601
660-214-8150

Wright Memorial Hospital
191 Iowa Blvd.
Trenton, MO 64683
660-358-5871

Saint Luke's Health System Physicians Centralized Business Office 816-502-7000

Saint Luke's Physician Group
Medical Plaza Imaging Associates

Rockhill Orthopaedic Specialists
Advanced Urologic Associates

Measures to Publicize the Financial Assistance Policy

The measures used to widely publicize this Policy to the community and patients include, but are not limited to the following:

- Posting the Policy, Financial Assistance Application and plain language summary on the Saint Luke's website at the following location: www.saintlukeskc.org/financial-assistance#.
- Copies of the Policy, Financial Assistance Application and plain language summary may be downloaded and printed from saintlukeskc.org/financial-assistance#
- Paper copies of the Policy, application and plain language summary are available to patients upon request and without charge. The patient may call to request a copy from a SLHS

centralized business office or request from a facility admitting department.

- Posting a notice in the emergency department and admitting areas of the hospitals.
- Including a message on hospital patient statements to notify and inform patients of the availability of financial assistance and where to call for information and application.
- Saint Luke's staff discusses when appropriate, in person or during billing and customer service phone contacts with patients.
- Informational notification included in selected SLHS publications going to community members.
- Financial Assistance Policy information provided to local safety net providers.

IN COLLABORATION WITH

Director Physician Revenue Cycle
SLHS Chief Compliance Officer
Director of Taxation
Chief Financial Officers

The Financial Assistance for Medically Indigent Patients policy (FIN-010) was approved by the Saint Luke's Health System Board of Directors on December 16, 2022.

SEE ALSO

Financial Assistance Application (SYS 153 English and SYS 154 Spanish)
Financial Assistance Policy Plain Language Summary (SYS-590)

THIS DOCUMENT APPLIES TO:

For a the most recent list of covered and non covered providers please see Saint Luke's Health System Financial Assistance Policy Covered and Non Covered Entities and Provider Group list. The list is updated quarterly.

Allen County Regional Hospital (d/b/a for Saint Luke's Hospital of Allen County Inc)

Anderson County Hospital (d/b/a for Saint Luke's Hospital of Garnett, Inc.)

Bishop Spencer Place

Hedrick Medical Center (d/b/a for Saint Luke's Hospital of Chillicothe)

Saint Luke's East Hospital

Saint Luke's Home Care and Hospice

Saint Luke's Hospital of Kansas City

Saint Luke's North Hospital

Saint Luke's Radiation Therapy Liberty

Saint Luke's South Hospital, Inc.

Wright Memorial Hospital (d/b/a for Saint Luke's Hospital of Trenton, Inc.)

Advanced Urology Associates

Rockhill Orthopaedic Specialists

Saint Luke's Physician Group

Medical Plaza Imaging Associates

Heart Surgeons of Kansas City

Providers Not Covered by this Policy:

For the most recent list of covered and non covered providers please see Saint Luke's Health System Financial Assistance Policy Covered and Non Covered Entities and Provider Group list. The list is updated quarterly.

Physicians or medical professionals provide care to patients or assist with patient treatment by reading lab work, interpreting medical tests, performing medical tests and individual patient physician services. The physicians and medical professionals not employed by Saint Luke's Health System or its subsidiaries are not covered by this Policy.

If you have questions about whether a specific provider is covered or not covered by this policy, please call 816-932-5678.

Attachments

(SLHS) SLHS Financial Assistance Policy Covered and Non-Covered Entities and Provider Group List 122020.docx

(SLHS) SLHS Financial Assistance Policy Covered and Non-Covered Entities and Provider Group List.docx

(SLHS) SLHS Financial Assistance Policy Covered and Non-Covered Entities and Provider Group List.pdf

Approval Signatures

Step Description	Approver	Date
Ready to Publish	Mary Eidson: Program Coordinator SLHS Policies	2/15/2023

SVP CFO and Administration SLHS Approval	Chuck Robb: SVP CFO and Administration SLHS	2/14/2023
CFO SLPG Approval	Julie Murphy: Chief Financial Officer SLPG	2/3/2023
Confirm Approval Workflow	Mary Eidson: Program Coordinator SLHS Policies	2/3/2023
Owner	Melissa Abernathy: Director Physician Revenue Cycle	2/3/2023
Owner	Shelby Frigon: VP Revenue Cycle	12/22/2022

Applicability

Advanced Urologic Associates, Anderson County Hospital, Bishop Spencer Place, Cardiometabolic Center, Inc., Crittenton Children's Center Campus, Hedrick Medical Center, Medical Plaza Imaging Associates, Inc., Rockhill Orthopaedic Specialists, Inc., Saint Luke's Care, Saint Luke's East Hospital, Saint Luke's Health System, Saint Luke's Hospital of Kansas City, Saint Luke's Neighborhood Clinics, LLC, Saint Luke's North Hospital, Saint Luke's Physician Group, Saint Luke's Radiation Therapy- Liberty, Saint Luke's South Hospital, Inc., Saint Luke's Health System Home Care and Hospice, Saint Luke's Hospital of Allen County, Inc., Search Engine Across All Sites, Wright Memorial Hospital