



Acquire Robotic Surgery System

Project #6196 HS



**Mercy Hospital South
St. Louis, MO**

May 2025



Certificate of Need Program

NEW OR ADDITIONAL EQUIPMENT APPLICATION

Applicant's Completeness Checklist and Table of Contents

Project Name: _____ Project No: _____

Project Description: _____

Done Page N/A Description

Divider I. Application Summary:

1. Applicant Identification and Certification (Form MO 580-1861)
2. Representative Registration (From MO 580-1869)
3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.

Divider II. Proposal Description:

1. Provide a complete detailed project description and include equipment bid quotes.
2. Provide a timeline of events for the project, from CON issuance through project completion.
3. Provide a legible city or county map showing the exact location of the project.
4. Define the community to be served and provide the geographic service area for the equipment.
5. Provide other statistics to document the size and validity of any user-defined geographic service area.
6. Identify specific community problems or unmet needs the proposal would address.
7. Provide the historical utilization for each of the past three years and utilization projections through the first three (3) **FULL** years of operation of the new equipment.
8. Provide the methods and assumptions used to project utilization.
9. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.
10. Provide copies of any petitions, letters of support or opposition received.
11. Document that providers of similar health services in the proposed service area have been notified of the application by a public notice in the local newspaper.
12. Document that providers of all affected facilities in the proposed service area were addressed letters regarding the application.

Divider III. Service Specific Criteria and Standards:

1. For new units, address the minimum annual utilization standard for the proposed geographic service area.
2. For any new unit where specific utilization standards are not listed, provide documentation to justify the new unit.
3. For additional units, document compliance with the optimal utilization standard, and if not achieved, provide documentation to justify the additional unit.
4. For evolving technology address the following:
 - Medical effects as described and documented in published scientific literature;
 - The degree to which the objectives of the technology have been met in practice;
 - Any side effects, contraindications or environmental exposures;
 - The relationships, if any, to existing preventive, diagnostic, therapeutic or management technologies and the effects on the existing technologies;
 - Food and Drug Administration approval;
 - The need methodology used by this proposal in order to assess efficacy and cost impact of the proposal;
 - The degree of partnership, if any, with other institutions for joint use and financing.

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.
2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) **FULL** years beyond project completion.
3. Document how patient charges are derived.
4. Document responsiveness to the needs of the medically indigent.

Divider I

Application Summary

DIVIDER I – Application Summary

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

The Application Identification and Certification form is included in
Divider I – Attachments

2. Representative Registration (Form MO 580-1869)

Representative Registration form is included in Divider I – Attachments

3. Proposed Project Budget (Form MO 580-1863)

The proposed budget form is included in Divider I – Attachments

All equipment quotes included in the application are valid.

Attachments

Divider I Application Summary



Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

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

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

Title of Proposed Project Acquire additional robotic surgery system	Project Number 6196 HS
Project Address (Street/City/State/Zip Code) 10010 Kennerly Road St. Louis, MO 63128	County St Louis County

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

List All Owner(s): <small>(List corporate entity.)</small>	Address (Street/City/State/Zip Code)	Telephone Number
Mercy Health East Communities	615 S. New Balls Rd, St. Louis, MO 63141	314-251-1952

List All Operator(s): <small>(List entity to be licensed or certified.)</small>	Address (Street/City/State/Zip Code)	Telephone Number
Mercy Hospital South	10010 Kennerly Road St. Louis, MO 63128	314-525-1000

3. Ownership (Check applicable category.)

- | | | | |
|---|--------------------------------------|---------------------------------|--------------------------------------|
| <input checked="" type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Individual | <input type="checkbox"/> City | <input type="checkbox"/> District |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Corporation | <input type="checkbox"/> County | <input type="checkbox"/> 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 Tyler Sturgeon	Title Chief Financial Officer
Telephone Number 314-525-1930	Fax Number E-mail Address tyler.sturgeon@mercy.net
Signature of Contact Person 	Date of Signature 4/25/25



Certificate of Need Program

REPRESENTATIVE REGISTRATION

<i>(A registration form must be completed for each project presented.)</i>	
Project Name Acquire additional robotic surgery system	Number 6196 HS
<i>(Please type or print legibly.)</i>	
Name of Representative Tyler Sturgeon	Title Chief Financial Officer
Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) Mercy	Telephone Number 314-525-1930
Address (Street/City/State/Zip Code) 10010 Kennerly Road St. Louis, MO 63128	
Who's interests are being represented? <i>(If more than one, submit a separate Representative Registration Form for each.)</i>	
Name of Individual/Agency/Corporation/Organization being Represented Mercy Health East Communities-Mercy Hospital South	Telephone Number 314-251-6000
Address (Street/City/State/Zip Code) 615 S. New Balls Rd, St. Louis, MO 63141	
<div style="display: flex; justify-content: space-between;"><div style="width: 45%;"><p>Check one. Do you:</p><p><input checked="" type="checkbox"/> Support</p><p><input type="checkbox"/> Oppose</p><p><input type="checkbox"/> Neutral</p><p>Other Information:</p><p>_____</p><p>_____</p></div><div style="width: 45%;"><p>Relationship to Project:</p><p><input type="checkbox"/> None</p><p><input checked="" type="checkbox"/> Employee</p><p><input type="checkbox"/> Legal Counsel</p><p><input type="checkbox"/> Consultant</p><p><input type="checkbox"/> Lobbyist</p><p><input type="checkbox"/> Other (explain):</p></div></div>	
<p>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: <i>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.</i></p>	
Original Signature 	Date 4/5/2025

MO 580-1869 (11/01)



Certificate of Need Program

PROPOSED PROJECT BUDGET

Description

Dollars

COSTS:*

(Fill in every line, even if the amount is "\$0".)

- | | |
|--|-----------------|
| 1. New Construction Costs *** | _____ |
| 2. Renovation Costs *** | _____ |
| 3. Subtotal Construction Costs (#1 plus #2) | _____ |
| 4. Architectural/Engineering Fees | _____ |
| 5. Other Equipment (not in construction contract) | _____ |
| 6. Major Medical Equipment | _____ |
| 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) | _____ |
| 12. Total Project Development Costs (#3 plus #11) | _____ ** |

FINANCING:

- | | |
|---|-----------------|
| 13. Unrestricted Funds | _____ |
| 14. Bonds | _____ |
| 15. Loans | _____ |
| 16. Other Methods (specify) | _____ |
| 17. Total Project Financing (sum of #13 through #16) | _____ ** |

- | | |
|--|-------|
| 18. New Construction Total Square Footage | _____ |
| 19. New Construction Costs Per Square Foot ***** | _____ |
| 20. Renovated Space Total Square Footage | _____ |
| 21. Renovated Space Costs Per Square Foot ***** | _____ |

* 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.

Divider II

Proposal Description

DIVIDER II – Proposal Description

1. Provide a complete detailed project description and include equipment bid quotes.

Mercy Hospital South plans to purchase the Intuitive DaVinci robotic surgery system to be placed at 10010 Kennerly Road. Acquisition of the DaVinci robotic surgery system will complement the current fleet of two Intuitive DaVinci Xi robots. This addition will expand options for minimally invasive surgeries and provide timely robotic care. The DaVinci will provide extensive anatomical access, excellent surgical site visioning during procedures, and a platform for continued rapid acceleration of advanced surgical technology.

The only FDA approved robotic surgical system available, the DaVinci surgical system has multiple applications, with the primary uses being urologic, general, and gynecologic surgeries. As evidenced by national trends, utilization of robotic surgery is quickly becoming the standard of care. Mercy South plans to use the DaVinci for general, genitourinary, oncologic, and thoracic procedures. Mercy South will be able to offer the benefits robotic surgery affords over conventional laparoscopic techniques.

The DaVinci system provides access to all four quadrants of the anatomy; 3D HD visualization; and a platform designed for future technology enhancements. This 5th generation system builds on the knowledge and successes of earlier DaVinci systems and adds digital technology for today and the future.

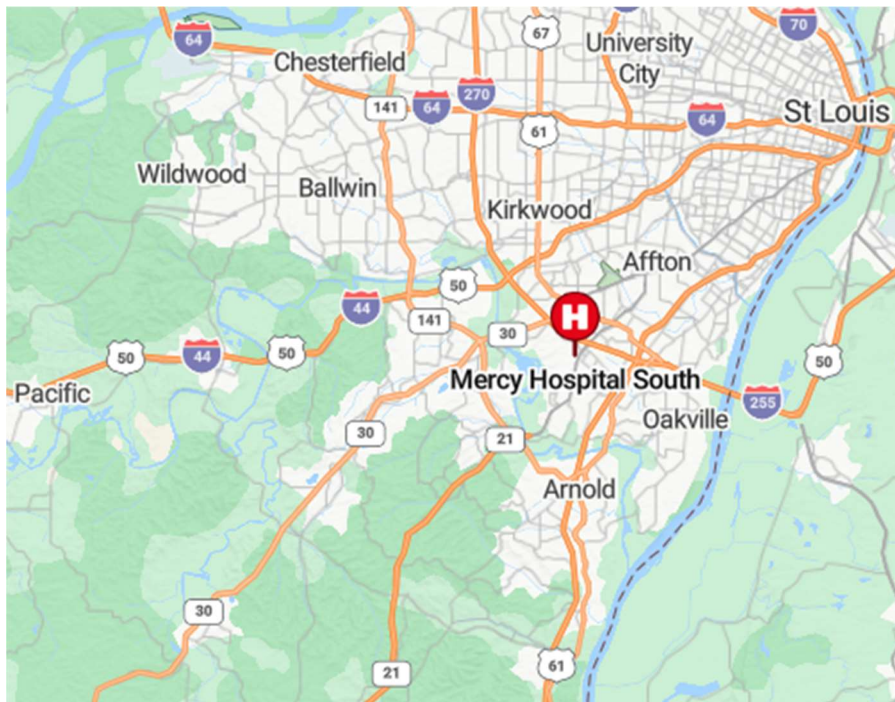
- The DaVinci system is fully integrated and does not require a separate tower system.
- Surgeons with varying experience levels can deliver up to 43% less force on tissue by sensing the push and pull forces at the instrument tip through force feedback technology.
- The four robotic arms provide access to the anatomy from virtually any position. The robotic arms are thinner and longer than previous DaVinci systems providing longer operative reach and more flexible placement by the surgeon.
- A laser targeting system positions the boom in the optimal location.
- The DaVinci vision system delivers the most realistic 3D high image - with better color and resolution.
- Positioning of the patient by movement of the OR table is coordinated with the robotic system during the procedure.
- Firefly fluorescence imaging provides real-time visualization and assessment of vessels, bile ducts and tissue perfusion.
- Minimally invasive surgery allows patients to recuperate more quickly after surgery. Patients can return to normal activity and work more quickly. Additionally, incisions are smaller, resulting in less scar tissue.

DIVIDER II – Proposal Description (continued)

- 2. Provide a timeline of events for the project, from CON issuance through project completion.**

Project timeline assumes CON issuance
Equipment Arrival: August 2025
Equipment Installation: August 2025
Go-Live: September 2025

- 3. Provide a legible city or county map showing the exact location of the project.**



- 4. Define the community to be served and provide the geographic service area for the equipment.**

Mercy South provides surgical services to patients who reside throughout the greater St. Louis region. Mercy South is one of the area's largest hospitals. The primary service area includes St. Louis City and St. Louis County, as well as Jefferson, Franklin, St. Francois and Ste. Genevieve counties. The geographic region of surgical patients is similar to the region of all other patients served by Mercy South.

Mercy operates other hospitals in the area as well, in Festus (Jefferson County), Troy (Lincoln County), and Washington (Franklin County), as well as rehabilitation specialty hospitals in West St. Louis County and South St. Louis County. Mercy physician offices and outpatient facilities are widely spread throughout the region.

DIVIDER II – Proposal Description (continued)

5. Provide other statistics to document the size and validity of any user-defined geographic service area.

Mercy Hospital South serves patients from a large geographic area. According to the Missouri Department of Health and Senior Services, the 2030 estimated population projections for the six counties in Mercy South's primary service area is 1.6 million. The population projections are documented in the table below:

2030 Population Projections Mercy Hospital South Primary Service Area	
Franklin	108,981
Jefferson	238,004
St. Francois	67,558
Ste. Genevieve	18,865
St. Louis City	253,864
St. Louis County	968,327
Total	1,655,599

Source: MO Department of Health & Senior Services

Mercy South is an acute care, level two trauma facility, Level 1 STEMI center, and Joint Commission Comprehensive Stroke Center providing 24-hour emergency care and a full range of diagnostic, preventative, and restorative health care services. Mercy South has 459 staffed beds. In FY24, the hospital had 30,322 inpatient discharges, 286,706 outpatient visits, and 65,126 ED visits. Additionally, the hospital performed 14,690 surgeries and employed 3,355 coworkers.

6. Identify specific community problems or unmet needs the proposal would address.

Robotic surgery has become the standard of care for laparoscopic prostatectomies, gyn oncologic and colorectal procedures. The adoption rate of robotic surgery across the nation for other services, such as cardiovascular and general surgery, is continuing to trend upward. These trends are causing physicians and patients to take notice.

Most new surgeons are trained using the DaVinci robotic surgery system during residency and expect to have availability when transitioning into their practice. Acquiring an additional DaVinci system will increase access to robotic surgery to the Mercy South community.

DIVIDER II – Proposal Description (continued)

- 7. Provide the historical utilization for each of the past three years and utilization projections through the first three (3) FULL years of operation of the new equipment.**

Historical Utilization (2 units)	
FY 22	693
FY 23	1,045
FY 24	1,096
Projected Utilization	
FY 26 (10 months)	1,272
FY 27	1,294
FY 28	1,316
FY 29	1,316

- 8. Provide the methods and assumptions used to project utilization.**

Projected utilization is based on Mercy South's historical procedural experience. Projections include a 6-month ramp up period to previous substantiated volumes or to comparable surgeon volume for surgeons new to Mercy South. We also continue to see increasing demand from surgical specialists and patient inquiries. Robotic procedures have increased 58%, from 693 cases in FY22 to 1,096 in FY24.

Projected volumes are based on anticipated growth in general, colorectal, genitourinary, oncologic, and thoracic robotic procedures. It is also based on Mercy's extensive robotic surgery expertise.

- 9. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.**

When planning new services, Mercy incorporates comments from members of the medical staff, patients, area residents and Mercy co-workers. Additionally, the hospital's board of directors includes community leaders who provide input into the services of the hospital.

- 10. Provide copies of any petitions, letters of support or opposition received.**

Three letters of support are attached to this application and are included in this section. The letter authors include:

- Matt Smith
- Mark Drake, DO
- Bradley Ross, DO

No opposition has been received for the acquisition of the robotic surgery system. If any letters of opposition are received, they will be forwarded to the CON Program Office.

DIVIDER II – Proposal Description (continued)

11. Document that providers of similar health services in the proposed service area have been notified of the application by a public notice in the local newspaper.

A public notice seeking comment on this matter was published in The St. Louis Post Dispatch on 4/14/2025. A copy of the ad is included in Divider II-Attachments.

12. Document that providers of all affected facilities in the proposed service area were addressed letters regarding the application.

Emails regarding the application were sent to affected facilities in the service area. A list of all affected facilities and copies of each email are included in Divider II-Attachments.

Attachments

Divider II Proposal Description



Intuitive Surgical, Inc.
1020 Kifer Road
Sunnyvale, CA 94086
800-876-1310

Quote Details

Quote ID	Q-00061397
Quote Date	9/24/2024
Valid Until	03/31/2025
Sales Rep	Nick Purcell
Phone Number	+1-314-495-2080
Email	nick.purcell@intusurg.com

Company Information

Hospital Name	Mercy Hospital South
SF ID/IDN Affiliation	13415/Mercy
Address	10010 Kennerly Rd
City, State, Zip	St. Louis, Missouri, 63128-2185
Contact Name	
Telephone	

Please submit orders electronically via GHX or fax to 408-523-2377

Part Number	Qty	Item	Price	Subtotal
Systems				
	1	Da Vinci 5 Single Console System (Fluorescence Imaging Included): One (1): da Vinci 5® System Console One (1) da Vinci 5® System Tower One (1) Integrated Insufflator One (1) Integrated E-200 Generator One (1) CO2 Tank Kit One (1): da Vinci 5® System Patient Cart One (1) da Vinci 5® Operating System Software Package (including Integrated table motion) Vision Equipment Accessories Training Instruments da Vinci 5 ® System Documentation	\$ 2,500,000.00	\$ 2,500,000.00
Upgrades				
	1	Intuitive Hub containing: - Media Manager - Telepresence	\$ 0.00	\$ 0.00
	1	Da Vinci E-200 Generator (Backup)	\$ 25,000.00	\$ 25,000.00
Freight				
	1	System Freight - Central (AR, IA, IL, KS, LA, MN, MO, ND, NE, OK, SD, TX, WI)	\$ 11,000.00	\$ 11,000.00
Total				\$ 2,536,000.00

Part Number	Months	Item	Price	Annual Service Fee
Service				
	12	da Vinci 5-Single Console-Human Use (Systems)-SERVICE PLAN : DVCOMPLETE CARE-Warranty (Included)	\$ 0.00	\$ 0.00
	48	da Vinci 5-Single Console-Human Use (Systems)-SERVICE PLAN : DVCOMPLETE CARE-After Warranty Service (Annual)	\$ 195,000.00	\$ 195,000.00
	12	SERVICE PLAN : E-200 BACKUP-Warranty (Included)	\$ 0.00	\$ 0.00

	48	SERVICE PLAN : E-200 BACKUP-After Warranty Service (Annual)	\$ 0.00	\$ 0.00
Digital Subscription				
	12	CLOUD SERVICES SUBSCRIPTION PACKAGE-Subscription (Included)	\$ 0.00	\$ 0.00
	48	CLOUD SERVICES SUBSCRIPTION PACKAGE-Subscription Fee	\$ 70,000.00	\$ 70,000.00

Terms and Conditions

1) System Terms and Conditions:

1.1 A signed Sales, License, and Service Agreement ("SLSA") or equivalent is required prior to shipment of the System(s). All site modifications and preparation are the Customer's responsibility and are to be completed to the specification given by Intuitive Surgical prior to the installation date. Delivery is subject to credit approval. Payment terms are Net 30 days from Intuitive Surgical's invoice date. Each System includes the patient side cart, vision cart, and surgeon console(s). System enhancements required to support new features may be purchased at Intuitive Surgical's then current list price. The price of the da Vinci® Surgical System includes the initial installation of the System at Customer's facility and a one (1) year warranty for manufacture defect. All taxes and shipping charges are the responsibility of the Customer and will be added to the invoice, as appropriate.

1.2 Intuitive makes no representation with regard to Certificate of Need requirements for this purchase. It is your (the Customer's) responsibility to determine whether this purchase complies with your State's Certificate of Need laws and what Certificate of Need filing, if any, needs to be made with regard to this purchase.

1.3 Customer acknowledges that the cleaning and sterilization equipment, not provided by Intuitive, is required to appropriately reprocess da Vinci instruments and endoscopes. Please refer to the Intuitive Surgical Reprocessing website: <https://reprocessing.intuitivesurgical.com>. Customer is responsible for ensuring that its' cleaning and sterilization program comply with all health and safety requirements.

2) System Upgrade Terms and Conditions:

2.1 A signed Purchase Order and/or an addendum to the existing Sales, License, and Service Agreement ("SLSA") is required prior to shipment of the System upgrade. All site modifications and preparation are the Customer's responsibility and are to be completed with the specification given by Intuitive Surgical prior to the installation date.

2.2 Payment terms are Net 30 days from Intuitive Surgical's invoice date. The price includes: the System upgrade, the initial installation at Customer's facility and a one (1) year warranty for manufacture defect. All taxes and shipping charges are the responsibility of the Customer and will be added to the invoice, as appropriate. Delivery is subject to credit approval and inventory availability. Standard shipping terms are FCA from Intuitive Surgical™ warehouse. A \$9.95 handling charge will be applied for any shipments using a customer designated carrier.

3) I&A Terms and Conditions:

3.1 To place an order, please fax Purchase Order to Intuitive Surgical Customer Service at 408-523-2377 or submit through the Global Health Exchange (GHX). Payment Terms Net 30 days from invoice date. Delivery is subject to credit approval by Intuitive Surgical. Estimated 2-Day standard delivery. Standard shipping terms are FCA from Intuitive Surgical™ warehouse and are subject to inventory availability. All taxes and shipping charges are the responsibility of the Customer and will be added to the invoice, as appropriate. Pricing is subject to change without notice. A \$9.95 handlingcharge will be applied for any shipments using a customer designated carrier.

4) Return Goods Policy :

4.1 All returns must be authorized through Intuitive Surgical Customer Service, please call 800-876-1310 to obtain a Return Material Authorization Number (RMA#). All items must be accompanied with valid RMA# for processing and are requested to be received within 14 days of issuance or the RMA could be subject to cancellation. Intuitive Surgical will prepay for the return of the defective instruments. Upon identification of a defective instrument, please call Intuitive Surgical Customer Service within 5 business days. Prior to returning to Intuitive Surgical, items must be cleaned and decontaminated in accordance with the then current local environmental and safety laws and standards. For all excess inventory returns, items are required to be in the original packaging with no markings, seals intact, and to have been purchased within the last 12 months. Package excess returned inventory in a separate shipping container to prevent damage to original product packaging.

5) Exchange Goods Policy :

5.1 Repairs to Endoscope, Camera Head and Skills Simulators may qualify for Intuitive Surgical advanced exchange program. Please contact Customer Service or send email to CustomerSupport-ServiceSupport@intusurg.com to obtain information on our current exchange program.

6) Credit Policy :

6.1 Intuitive Surgical will issue credit against original purchase order after full inspection is complete. Credit for defective returns: Intuitive Surgical will issue credit on products based on failure analysis performed and individual warranty terms. For instruments, credit will be issued for the remaining lives, plus one additional life to compensate for usage at the time the issue was identified. Evidence of negligence, misuse and mishandling will not qualify for credit. Credit for excess inventory returns: Excess Inventory returns will be valued at the invoice price. Original packaging must be unmarked, undamaged and seals intact to qualify for credit. Credit will be issued if the products were shipped less than 12 months prior to return request, the original package is intact and the product is within expiration date. Intuitive Surgical will retain all returned product.

7) Miscellaneous :

7.1 Warranty: Warranties are applied for manufacturing defects. Endoscope, Camera, Simulator, and System upgrades – 1 year warranty. Accessories – 90 day warranty. Instruments: see above for credit.

7.2 Any term or condition contained in your purchase order or similar forms which is different from, inconsistent with, or in addition to these terms shall be void and of no effect unless agreed to in writing and signed by your authorized representative and authorized representative of Intuitive Surgical. The terms and conditions of this quote, including pricing, are confidential and proprietary information of Intuitive Surgical and shall not be disclosed to any third party without the consent of Intuitive Surgical.

For questions please contact Customer Service at 800-876-1310

EXHIBIT A
Deliverables, Price and Delivery

da Vinci 5® Single Console System (Firefly® Fluorescence Imaging Enabled)

One (1): da Vinci 5® System Console
One (1): da Vinci 5® System Tower
 One (1): Integrated Insufflator
 One (1): Integrated E-200 Generator
 One (1): CO2 Tank Kit
One (1): da Vinci 5® System Patient Cart
One (1): da Vinci 5® Operating System Software Package (including Integrated Table Motion)
 Warranty period: One (1) year from the Acceptance

Vision Equipment:

 One (1): NIR Handheld Camera Control Unit
 One (1): NIR Handheld Camera Light Source
 One (1): NIR Handheld Camera
 Two (2): da Vinci 5® Endoscope, 0°
 Two (2): da Vinci 5® Endoscope, 30°
 Four (4): da Vinci 5® Endoscope Trays
 One (1) NIR Handheld Reprocessing Tray
 Warranty period: One (1) year from the Acceptance

Accessories:

 One (1): Box of 10: Tip Cover Accessory (For use with Endowrist Monopolar Curved Scissors)
 Three (3): Monopolar Cautery Cord
 Three (3): Bipolar Cautery Cord
 Eight (8): 8 mm Hex Cannula, standard
 Two (2): Box of 6: 8 mm Bladeless Obturator
 Four (4): Box of 10: Universal Seal (5-12mm)
 One (1): Box of 3: 8mm Gage Pin
 Two (2): Pack of 20: Instrument Arm Drape
 One (1): Pack of 20: Column Drape
 Three (3): 8mm Instrument Introducer
 Two (2): 12mm Stapler Cannula
 Two (2): Box of 6: Da Vinci Insufflator Tube Set - Smoke Evacuation
 One (1) NIR Handheld Camera Light Guide
 One (1): Light Guide Adapter for Schoelly and Storz endoscopes
 One (1): Laparoscope 10mm, 0°, NIR
 One (1): Laparoscope 10mm, 30°, NIR
 One (1): Laparoscope 5mm, 0°
 One (1): Laparoscope 5mm, 30°
 Warranty period: 90 days from Acceptance

Training Instruments

 One (1): Monopolar Curved Scissors, Training
 One (1): Force Bipolar, Training
 One (1): Large Needle Driver, Training
 One (1): Mega SutureCut Needle Driver, Training
 One (1): Cadere Forceps, Training
 Warranty period: 90 days from Acceptance

da Vinci 5® System Documentation

 One (1): da Vinci 5 System User Manual
 One (1): E-200 User Manual
 One (1): Insufflator/Tube Set User Manual
 One (1): Force Feedback User Manual
 One (1): Integrated table Motion, Quick Reference Guide: Bedside
 One (1): Integrated Table Motion, Quick Reference Guide: Anesthesia
 One (1): Reprocessing Wall Chart Kit
 One (1): Cleaning and Sterilization Kit
 One (1): US Language Kit
 One (1): Da Vinci 5 Representative Adult Uses System User Manual Addendum
 One (1): Da Vinci 5 SynchroSeal Instruments and Accessories User Manual Addendum
 One (1): SureForm 45 and SureForm 60 Instruments and Accessories User Manual Addendum

One (1): SureForm 45 and SureForm 60 Force Fire, FDA Guidance
One (1): NIR Camera System User Manual Addendum
One (1): Universal Reprocessing Hardware kit
Two (2): Endowrist Instrument Release Kit (IRK)
Warranty period: n/a

Upgrades with Incremental Costs:

One (1): Backup E-200 Kit (plus service)
Warranty period: One (1) year from the Acceptance

(all kits subject to change without notice)



Customer Name: Mercy Hospital South
Saint Louis, MO

Customer Number: 10008123

Quote Number: 10021584-4

Account Manager: Ryan Alick
636-459-1602
ryan_alick@baxter.com

Expiration Date: 4-30-2025



Hillrom™



Thank you for your inquiry. Our quote is subject to our General Terms and Conditions, available upon request.

Best Regards,

Ryan Alick

ryan_alick@baxter.com

636-459-1602

Item	Item Description	Qty	Unit Price	Net Price	Extended Net Price
112011	TruSystem 7000dV Standard Table Package HealthTrust Surgical Tables - HPG-63914	1	83,674.10	83,674.10	83,674.10
PTP-TS7000DV-3	Protection+, 3 years, TS7000dV Surgical Table	1	13,768.26	13,768.26	13,768.26
1798326	Cable remote control TS7000 (dV) HealthTrust Surgical Tables - HPG-63914	1	1,015.40	1,015.40	1,015.40
112125	APEX Advanced Robotics Positioning HealthTrust Surgical Tables -	1	11,495.45	11,495.45	11,495.45
Total for Products and Services					\$ 109,953.21
FRT-TABLE	Freight OR Table	1	1,500.00	1,500.00	1,500.00
Grand Total					\$ 111,453.21

Financing options available. For more information visit hillrom.com/financial-services or contact your Hillrom representative.

To place an order, email PO to Orders_surgical@baxter.com.

Please make all PO's payable to Hill-Rom Company, Inc. referencing quote number **10021584-4** on your order.

Baxter is not currently able to make a representation or certification as to the country of origin of the components of equipment or supplies offered under this agreement. Baxter is diligently working to confirm information regarding country of origin for the equipment and/or supplies being offered.



**HILL-ROM COMPANY, INC. ("HILLROM")
SURGICAL SOLUTIONS STANDARD TERMS AND CONDITIONS**

1. **GROUP PURCHASING ORGANIZATION (GPO) PARTICIPATION:** To the extent Purchaser is a member of a GPO and any products on Hillrom's quotation are covered under an agreement with Purchaser's designated GPO, then Purchaser's purchase of such products shall be governed by the terms and conditions of the applicable GPO agreement and any terms and conditions stated herein under these "Surgical Solutions Standard Terms and Conditions" shall be of no force or effect. Any products on Hillrom's quotation not covered under a GPO agreement with Purchaser's designated GPO shall be subject to the "Surgical Solutions Standard Terms and Conditions" set forth herein.
2. **ACCEPTANCE:** Hillrom makes all quotations and accepts orders only on the terms and conditions stated herein (this "Agreement") except as expressly set forth under Section 1. No conditions stated by Purchaser shall be binding upon Hillrom if in conflict with, inconsistent with, or in addition to the terms and conditions stated herein, unless expressly accepted in writing and signed by Hillrom's appointed management representative. Once Hillrom accepts order, additional charges will apply for any subsequent change orders required by Purchaser. If applicable, orders cannot be entered into production until all drawings are completed and signed off.
3. **PRICES; SHIPPING:** All prices are: (a) Hillrom's current prices and are effective only for the time period as stated in the quotation; (b) net Freight on Board (FOB) Destination with freight charges and related insurance prepaid and added to invoice. Purchaser shall be billed for all applicable sales and other taxes until such time as Purchaser provides a tax-exempt certificate (resale certificate) to Hillrom with respect to such taxes. Applicable taxes will be calculated and billed at time of invoicing.
4. **PAYMENT TERMS:** For projects requiring installation, a 25% non-refundable deposit on the products sold is required at time of order. The balance of the order less installation costs, as well as shipping charges, will be invoiced at time of shipment. The remaining balance, including installation services, will be invoiced upon customer's installation acceptance, but in no case will this exceed 10 days from the time installation is completed as determined by Hillrom. Where installation is not included in the purchase price, 100% of the purchase price will be invoiced at time of shipment. Credit cards will not be accepted for payment except for consumables and small spare parts/accessories. Payment terms are Net 30 Days from date of invoice. Unless waived by Hillrom in writing, overdue undisputed invoices shall be subject to a late payment charge equal to the lesser of one and one half percent (1½ %) per month or the maximum rate allowed by law. Purchaser agrees to pay Hillrom for any and all costs and expenses (including, without limitation, reasonable attorneys' fees) incurred by Hillrom to collect any amounts owed to it under this Agreement.
5. **INSTALLATION (GENERAL):** For projects requiring installation, installation charges will be itemized in Hillrom's sales quote and installation responsibilities are defined in detail in the Hillrom Pre-Installation Manual, which will be provided to Purchaser upon request. Hillrom installation charges include the attachment of the Hillrom equipment onto the previously installed mounting systems (installed by others), the connection and setup of the low voltage for the light controls via the wall control panels, and the assembly of the Hillrom equipment and accessories. Electrical work, medical gas connections, and structural work are NOT included in the Hillrom installation charge and such work shall be the responsibility of Purchaser. Installation charges are also valid for onsite training and supervision of union contractors if installation by union trades is required. Hillrom personnel must be present onsite for training and supervision of union installation of Hillrom equipment to validate the product warranty. Installation charges do not include the cost associated with hiring union labor. Union labor installation costs are the responsibility of the customer/ contractor. Also, Beacon Medaes columns are contractor-installed and Hillrom is not responsible for the pre-installation or installation of these columns. These columns are also the responsibility of Beacon Medaes for service and warranty.




6. INSTALLATION (NON-HILLROM VIDEO AND CABLE PULLS): Hillrom will complete non-Hillrom video and communication cable pulls during the production of Hillrom product as follows: Hillrom will complete the pulls at NO CHARGE if the cables are received by Hillrom at 1046 LeGrand Blvd., Charleston SC 29492 no later than two weeks prior to the production date of the product. The cables MUST BE LABELED WITH THE NAME OF THE FACILITY AND EQUIPMENT THAT IT SHOULD BE PULLED THROUGH when shipped as well as detailed instructions for the cable pull. Hillrom is not responsible for lost or damaged cables. If cables are NOT received prior to the shipment of the product then there will be a fee of \$1000 per mount for non-Hillrom cable pulls completed by Hillrom at the installation site and additional travel charges may apply if a return trip is required.

7. INSTALLATION (HELION™ INTEGRATED SURGICAL SYSTEM): Installation charges will be itemized in Hillrom's sales quote and installation responsibilities are defined in detail in the Hillrom Pre-Installation Manual, which will be provided to Purchaser upon request. Hillrom will provide required cable and complete cable pulls, through Purchaser provided conduit as specified in the Pre-Installation Manual, in the room where the Helion™ Integrated Surgical System ("Helion") is being installed from the in room components to the Helion rack. Any additional cable pulls or installation requirements from the Helion rack to the customer's network outside the room will be the responsibility of Purchaser.

8. SOFTWARE LICENSE GRANT; RESTRICTIONS.

a. Unless a separate software license agreement is entered into between Hillrom and Purchaser, the following terms and conditions in this Section 6 ("Software License Grant; Restrictions") govern the use of any software provided by Hillrom in connection with the purchase of a product under this Agreement, including any embedded software, updates, upgrades, enhancements, or modifications provided by Hillrom to Purchaser from time to time (collectively, the "Software"). The Software and all documentation related thereto, whether on disk, in read only memory, or any other media or in any other form, is licensed and not sold by Hillrom to Purchaser, and is for use only in connection with the product and subject to these terms and conditions, and Hillrom reserves all rights not expressly granted to Customer.

b. Unless a subscription/term Software license has been purchased by Purchaser (in which case the license term shall be set forth in the applicable Hillrom quotation), Hillrom hereby grants to Purchaser a perpetual, non-exclusive, non-transferable, limited license to use for Purchaser's internal business purposes the Software in the products, along with all third-party software that Hillrom may have purchased, licensed, or otherwise acquired from third parties and delivered to Purchaser in machine-readable object code form as part of the products and related product documentation, subject to the license scope and other restrictions set forth in this Section. Without Hillrom's prior written consent, Purchaser will not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the Software or any portions thereof, or create derivative works based thereon; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure or algorithms underlying the Software; (iii) provide service bureau, time share or subscription services based on the Software; (iv) remove, obscure or modify any markings, labels, or any notice of the proprietary rights, including copyright, patent, and trademark notices of Hillrom, its corporate affiliates, or its licensors; (v) use the Software in any other manner except as expressly set forth herein; or (vi) install the Software in any other hardware or network server other than may be provided by Hillrom or is explicitly authorized by Hillrom in writing for running the Software (collectively, "Restrictions"). This Section does not convey to Purchaser any rights to patents, copyrights, trade secrets, trademarks, or any other rights, title, or interest in the embedded software, but only a limited right of use terminable in accordance with the terms of this Agreement. Further, no license is granted to Purchaser in the human readable code of the Software (source code), and Purchaser agrees that Purchaser shall not access the source code or have any rights therein. All title, ownership rights.



c. Hillrom may immediately terminate the Software license granted under this Section 6 in the event of any breach of this Section by Purchaser. In the event of any termination, Purchaser's license(s) to access or use the Software will immediately terminate, and Purchaser shall destroy and erase all copies of such Software in its possession or control and provide written certification to Purchaser that it has complied with this provision. Early termination of this Agreement shall not entitle Licensee to any refund or reimbursement of any previously paid fees. If Purchaser has purchased a subscription/term license, such license shall automatically terminate upon expiry of such subscription/term, unless earlier terminated under this Section 6.


d. To learn more about "free" or "open source" software that may be used by Hillrom in the Software, visit <http://www.hill-rom.com/opensource>.

e. Purchaser is not entitled to any updates, support or maintenance of the Software, unless provided explicitly herein or unless Purchaser purchases maintenance and support services, which can be found at <https://www.hillrom.com/GSSserviceoptions/> or can be provided by Hillrom upon request. Maintenance and support services (including, but not limited to, any new versions, bug fixes, and patches) provided by Hillrom will be subject to such agreement.

f. The purchase of a maintenance and support services program, which includes Software support and maintenance, as set forth in the previous Section 7.e, is mandatory in conjunction with the purchase of Helion. The maintenance and support services program will commence initially upon the date of shipment of the Helion system and continue for twelve (12) months. Thereafter the program must be renewed on an annual basis. The purchase of a maintenance and support services program provides updates, support and maintenance of the Software and remote technical assistance. The maintenance and support services program fees are due and payable annually in advance of the applicable support period. In the event Purchaser elects not to participate in the maintenance and support services program, Purchaser shall not be entitled to receive maintenance and support services, including updates, support or maintenance of the Software and remote technical assistance. Purchasers who fail to participate and who subsequently seek to enroll in the maintenance and support services program shall pay a reinstatement fee in addition to the annual maintenance and support services program fee for the year of participation.

g. Purchaser hereby acknowledges and agrees that Hillrom has the right to collect, store, process, maintain, upload, sync, transmit, share, disclose, aggregate, analyze, and use non-individually identifiable data created by the Software ("Data") to facilitate the provision of functionality for the Software, including but not limited to, performance optimization, quality assurance, software updates, and other services (if any) to Purchaser, or to otherwise improve Hillrom's products or to provide services or technologies to Purchaser. Such Data typically includes, but is not limited to, information regarding the characteristics, status, and usage of the Software. Hillrom shall own all right, title, and interest in and to such Data and any aggregations, analyses, reports, programs, and output based on or including such Data ("Derivative Data") and shall retain all such Data and Derivative Data after termination of this Agreement.

9. DELIVERY AND RECEIPT: Shipment of any products purchased hereunder is subject to Hillrom's availability schedule. Hillrom shall make every reasonable effort to meet delivery dates quoted or acknowledged. However, Hillrom will not be liable for its failure to meet such dates. Orders may be subject to special handling and delivery charges, including storage fees, if applicable. Purchaser, or Purchaser's representative, is responsible for receiving, offloading and moving Hillrom equipment upon delivery. If Purchaser, or Purchaser's representative, requires Hillrom to make an extra trip to receive the equipment, then additional charges will apply for the trip. Purchaser, or Purchaser's representative, is responsible for providing all material handling equipment for receipt and movement of the equipment. If Hillrom is required to secure required material handling equipment, then appropriate charges will apply. Upon uncrating and unwrapping, the disposal of all packaging waste is the responsibility of Purchaser.



10. MEDICAL CARE: Purchaser acknowledges and agrees that it has full and sole responsibility for the delivery of medical care to its patients, and any use of or reliance by Purchaser or its healthcare providers upon the Software or the Product shall not diminish or alter such responsibility. Hillrom is not engaged in the practice of medicine. Any Software is an information tool only and is not a substitute for the competent human intervention and professional judgment of your healthcare providers in diagnosing and treating patients.

11. CONFIDENTIALITY: To the extent Hillrom is legally acting as a business associate, as such term is defined at 45 C.F.R. 160.103, to Purchaser, then Hillrom and Purchaser will enter into a business associate agreement.

12. REMOTE SUPPORT. To the extent applicable to the product purchase, Purchaser acknowledges and agrees that Hillrom will utilize a remote service tool to provide warranty services and technical support to Purchaser. The remote access tool will utilize either a VNC viewer or browser-based access to remotely access the IP address of the system while using a provided VPN to connect to the hospital network. Purchaser's designated representative will notify Hillrom's Technical Support Center upon discovery of any deficiency in the Helion system and will describe the deficiency to Hillrom with adequate specificity to ensure Hillrom may identify and verify the problem. A Hillrom Technical Support Representative will, if available, access Purchaser's Helion system via remote access, as previously described, to verify the malfunction. For Purchaser's not allowing Hillrom remote access capabilities, and where Purchaser does not have a current service and maintenance agreement, Purchaser may be subject to Hillrom's then current rates for on-site service.

13. LIMITED WARRANTY: Hillrom warrants to the original purchaser that the products sold hereunder shall be free from defects in material and workmanship for a period of (i) one (1) year for all surgical lighting, surgical tables (including Allen® Advanced Table), Helion® integrated system, surgical table pads (including gel pads, Vacu-Gel®, Vacu-Form®, made to order OR table pads, FlexiForm™, Allen® Hug-U-Vac® and foam positioners), boom brakes and other booms parts (except for boom bearings), and trial or refurbished items; (ii) two (2) years for all Allen® branded products, except as specifically set forth in "(i)" and (ii) five (5) years for LED elements and boom bearings. In addition, Hillrom will replace up to one (1) remote control unit for each surgical table for a period of one (1) year after delivery of the surgical table. Hillrom's obligation under this warranty is expressly limited to supplying replacement parts and/or service for, or replacing, at its sole option, any product which is, in the sole discretion of Hillrom, found to be defective. The foregoing warranty does not include disposable or consumable items (with the limited exception of the single replacement of the remote control unit for up to one (1) year after the delivery date). The warranty period shall begin on the date of installation where installation is included in the purchase price and on the date of shipment where installation is not included in the purchase price. This warranty shall be void, and Hillrom will not provide any warranty services under this Agreement, in the following circumstances: (i) if the parts and/or systems have been subjected to misuse or abuse, inadequate or improper maintenance, unauthorized reconfiguration, modification, or relocation of the product, improper site preparation, operation outside of the environmental specifications for the product, or use with delivery devices or accessories not approved by Hillrom; (ii) Hillrom will not provide warranty services on any electrical work or cabling external to the product; and (iii) Hillrom will not provide warranty services on any equipment manufactured by a third party that is connected to a Hillrom product, unless such third party product was purchased through Hillrom. HILLROM'S OBLIGATIONS UNDER THIS WARRANTY SHALL NOT INCLUDE ANY LIABILITY FOR DIRECT, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR DELAYS. NO EMPLOYEE OR REPRESENTATIVE OF HILLROM IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY OR GRANT ANY OTHER WARRANTY. EXCEPT FOR THIS LIMITED WARRANTY, HILLROM MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE PRODUCTS OR SERVICES. HILLROM SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.



14. LIMITATION OF LIABILITY: HILLROM'S LIABILITY ON ANY CLAIM OF ANY KIND, INCLUDING NEGLIGENCE, FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH OR RESULTING FROM THE PERFORMANCE OR THE BREACH OF THE TERMS HEREOF OR FROM THE DESIGN, MANUFACTURE, SALE, DELIVERY, RESALE, INSTALLATION, TECHNICAL DIRECTION OF INSTALLATION, INSPECTION, REPAIR, OPERATION OR USE OF ANY PRODUCTS SOLD BY HILLROM TO PURCHASER, SHALL IN NO CASE EXCEED THE PRICE ALLOCABLE TO THE PRODUCTS WHICH GIVE RISE TO THE CLAIM. IN NO EVENT WILL HILLROM BE LIABLE FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR RELATED TO THE TERMS HEREOF (INCLUDING LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE), HOWSOEVER ARISING, EITHER OUT OF BREACH OF THIS AGREEMENT, INCLUDING BREACH OF WARRANTY, OR IN TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE), EVEN IF THE OTHER PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND WHETHER OR NOT SUCH DAMAGES ARE FORESEEN OR UNFORESEEN.

15. COMPLIANCE WITH LAW: Purchaser shall, in connection with these Terms and Conditions and any sales to which they relate, comply with all applicable federal and state laws, regulations, and other authorities, specifically including but not limited to the federal health care program anti-kickback law, 42 U.S.C. § 1320a-7b(b) ("Anti-Kickback Law"). As part of the cost reporting process or otherwise, Purchaser may be obligated to report and provide information concerning any discounts, rebates, or other price reductions provided in connection with any sales from Hillrom to Purchaser, pursuant to 42 U.S.C. § 1320a-7b(b)(3)(A) (the discount exception to the Anti-Kickback Law) and/or 42 C.F.R. § 1001.952(h) (the discount safe harbor to the Anti-kickback Law), other federal or state laws, or agreement with third party payers. Purchaser hereby acknowledges its legal obligations to fully and accurately report the discounts, rebates and/or other price reductions it receives under these Terms and Conditions and any sales to which they relate, per these authorities. Purchaser should retain these Terms and Conditions (and any other documentation of discounts, rebates, or other price reductions) and make such information available to federal or state health care programs or other payers upon request.

16. NOTICE OF CLAIMS: Purchaser shall inspect the products upon receipt or, where installation is included in the purchase price, upon installation by Hillrom authorized personnel and shall notify Hillrom in writing of any claims for shortage or breach of warranty within 30 days after Purchaser discovers, or should have discovered, facts upon which the claim is based. Failure of Purchaser to give written notice of a claim within the time period or in the form specified above shall be deemed to be a waiver of such claim. No action for breach of any term of this contract of sale or any other duty of Hillrom with respect to these products may be commenced beyond the warranty period.

17. CANCELLATION; RETURNED GOODS: Orders may not be canceled except by written notice received by Hillrom prior to shipment. A restocking charge of twenty-five percent (25%) of the net price will be applied for the cancellation of standard items. Charges for the cancellation of any special items will be based on non-recoverable expenses incurred by the Hillrom in filling the order plus twenty-five percent (25%) of the net price. Hillrom will accept returns of product only in accordance with Hillrom's standard returned goods policy, which will be provided to Purchaser upon request.

18. DESIGN CHANGES; SPECIFICATIONS: The designs and specifications of all products sold are subject to change without notice and, in the event of any such changes, Hillrom will have no obligation whatsoever to make similar changes in products previously ordered. Specifications and drawings and any other information shall remain the property of Hillrom and are subject to recall at any time. Such information shall not be disclosed or used for manufacture of any products.

19. SECURITY INTEREST: Hillrom shall retain a security interest in the products until Hillrom has received full payment including taxes. Purchaser agrees to sign and deliver to Hillrom any additional documents required by Hillrom to protect its security interest. If Purchaser defaults or Hillrom deems itself insecure or the products in danger of confiscation, the full amount unpaid shall immediately become due and payable at the option of



Hillrom and on proper notice to Purchaser, Hillrom may retake possession of the products wherever located without court order and can resell or retain according to the laws of the state where the products are located. The products shall not be considered a fixture if attached to any realty. Purchaser shall assume all loss relating from damage to the products occurring after the products have been delivered to Purchaser and shall provide adequate insurance therefore at all times until the purchase price shall have been fully paid. Hillrom reserves the right to request proof of such insurance at any time prior to full payment along with a statement from such insurer limiting cancellation or changes to said policy within ten (10) days after written notice of same to Hillrom.

20. COMPLETE AGREEMENT; CONFLICTING AND ADDITIONAL TERMS: This Agreement contains the complete agreement of the parties with respect to the subject matter hereof. All products from Hillrom will be provided on the terms and conditions set forth in this Agreement. The terms of this Agreement will govern over any conflicting terms in individual purchase orders, and all additional terms (other than the dates, product type and quantity terms of such order) in individual purchase orders will be disregarded in their entirety unless otherwise explicitly agreed to in a writing signed by an authorized representative of each party.

21. ACCEPTANCE: Purchaser's issuance of a purchase order, upon acceptance by Hillrom, shall constitute a contract between the parties and is Purchaser's affirmative acknowledgement and acceptance of Hillrom's product proposal and the associated terms and conditions of sale accompanying such product proposal.

22. AMENDMENT: No amendment or modification of this Agreement shall be effective or binding upon either party unless committed to in writing and signed by a duly authorized representative(s) of each of the parties.

23. SEVERABILITY: Each and every paragraph, sentence, clause, term and provision of this Agreement shall be severable, and if any portion of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other portions hereof, and the remainder of this Agreement, disregarding such invalid portion, shall continue in full force and effect as though such void provision had not been contained herein.

24. FORCE MAJEURE: Either party shall be excused from any delays in schedules or failure to perform any of its obligations, except payment obligations, under this Agreement caused by floods, strikes or other labor disturbances, fires, accidents, wars, delays of carriers, inability to obtain raw materials, failures of normal sources of supply, restraints of government, or any other similar or dissimilar cause beyond either party's reasonable control. No such delay or failure shall be considered a breach of either party's obligations under this Agreement.

25. GOVERNING LAW: The validity, interpretation, and performance of these terms and conditions of sale and the related purchase order shall be governed by and construed in accordance with the laws of the State of Illinois.



No.	Qty	Item	Item Description	Unit Price	Net Price	Extended Net Price
1	1	112011	TruSystem 7000dV Standard Table Package	83,674.10	83,674.10	83,674.10
1.1	1	PTP-TS7000DV-3	Protection+, 3 years, TS7000dV Surgical Table	13,768.26	13,768.26	13,768.26
2	1	1798326	Cable remote control TS7000 (dV)	1,015.40	1,015.40	1,015.40
3	1	112125	APEX Advanced Robotics Positioning	11,495.45	11,495.45	11,495.45
Total Extended Price Products and Services						\$ 109,953.21



TruSystem 7000dV Standard Table Package

#112011

Mobile Surgical Table with ISO Center Motion for robotic surgery.

- Components include: Double Joint Head Section (1853828), Short Leg Section (1739969), Charging Cable (110181), Pads, dV Remote Control (1798326) and dV Connection Cable (1816914), Software for table motion.
- Accessories include: 2 Armboards with Snaplock Trigger (111893), Lightweight Transfer Board (2012543), 1 Component Cart (2069425), 1 Patient Restraint Strap (2068137), 1 Rotatable Footboard (111618) and 2 Easy Lock Blade Clamps (111426).
- Package includes 1 year Warranty plus 1 year SmartCare Protection+ (PTP-TS7000DV-1) for a total of 2 years service coverage.



Cable remote control TS7000 (dV)

#1798326

Cable remote control for the TruSystem 7000dV mobile surgical table in combination with the da Vinci Xi® System to activate Integrated Table Motion.

- Compatible with TruSystem 7000dV Surgical Tables



Date: 04/22/2025

Ms. Alison Dorge
Program Coordinator
Certificate of Need, DHAA
920 Wildwood Drive
Jefferson City, MO 65109

Dear Ms. Dorge

Mercy Hospital South is intending on purchasing the Da Vinci DV5 Surgical Robot that will expand our current robotic access for surgeons and their patients.

The addition of the DV5 system will enable Mercy South to increase capacity for several of our surgical specialties. As we continue to expand across St. Louis and down the I55 corridor we are experiencing significant patient growth. This additional robot will help ensure timely access for those needing advanced robotic surgery.

We continue to strive to be on the cutting edge of technology and offering the highest quality of care for our patients. This addition furthers that initiative.

Thank you for your consideration,

Sincerely,

A handwritten signature in black ink, appearing to read "MS", with a long horizontal flourish extending to the right.

Matt Smith
Chief Operating Officer



Date: 04/22/2025

Ms. Alison Dorge
Program Coordinator
Certificate of Need, DHAA
920 Wildwood Drive
Jefferson City, MO 65109

To whom it may concern,

Mercy Hospital South, located at 10010 Kennerly Rd, St. Louis, MO 63128. This project will include the purchase of the da Vinci DV5 Surgical Robot that will expand our current robotic access for surgeons and their patients.

The only FDA approved robotic surgical system available, the da Vinci Surgical System has multiple applications. The DV5 offers the first inclusive integrated robotic system and superior visualization with more realistic 3D image.

The addition of the DV5 system will enable Mercy South to increase capacity for general and gynecological oncologic patients. Mercy continues to expand in the East region with continued patient growth. Offering the DV5 will ensure we provide rapid access to surgical patients that required advanced robotic surgery.

Our goal is to deliver a transformative experience by providing advanced technology to our surgeons and patients.

Thank you for your consideration.

Sincerely,

Mark Drake DO
Chief of Surgery
Mercy Hospital South



Mercy Clinic
General Surgery
10012 Kennerly Rd.
Suite 406
St. Louis, MO 63128
phone 314-525-1224
fax 314-525-4957
exchange 314-364-4176
mercy.net

April 22, 2025

To whom it may concern:

Mercy Hospital South, located at 10010 Kennerly Road, St. Louis MO 63128.

We are requesting to expand our robotic surgical program by purchasing the Da Vinci DV Surgical Robot. This will increase access to patients in our large and growing service area.

The only FDA approved robotic surgical system available, the Da Vinci System delivers multiple advantages across all fields of surgery.

The DV5 offers the first inclusive integrated robotic system and realistic 3D image.

The DV5 system will allow us to grow our robotic surgical division to increase quality service lines like acute care general surgery, gynecological oncology, urology, and colorectal surgery.

Our goal is to deliver high quality care with the best technology for our patients and surgeons.

Thank you for your consideration,

Bradley Ross, DO

Director of General Surgery

Mercy South Hospital

Mark A. Drake, DO
Bradley T. Ross, DO
Kenneth G. Smith, MD
Sylvia Evers, PA

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Call: 314-340-8600

Call: 314-621-6666

Public Notices

The City of Wentzville is seeking Statements of Qualifications for Construction Management Services-Owner's Agent for a Public Safety Center/Design and Construction. Details are available at the City's Bid Opportunities website at <https://www.wentzville.gov/bidopportunities/> or by calling 636-225-1000 or procurement@wentzville.org.

Public Notices

Mercy Hospital South will file a certificate of need application with the Missouri Health Facilities Review Committee, requesting approval to acquire a robotic surgery system. The system will be located at Mercy Hospital South at 10010 Kennedy Road St. Louis, MO. Anyone with comments or questions about this matter should contact Tyler Surgeon, CEO for Mercy Hospital South at 314-925-1000 or tyler.surgeon@mercy.net.

PUBLIC NOTICE

The Board of Estimate and Apportionment will hold a public hearing on the Proposed Annual Operating Plan for FY 2025 at 1:00 p.m. on Friday, April 25, 2025. This meeting will be held by videoconference. To join the meeting, go to the following link from any internet device (phone, tablet, and computer).

Public Notices

ing will be held by videoconference. To join the meeting, go to the following link from any internet device (phone, tablet, and computer).

Public Notices

Those interested in making a comment should send an email to comment@stltoday.com with a link that will allow you to join as a speaker and procedures will be sent to you via email or via voice message. All requests to speak must be made by 12 noon Thursday, April 24, 2025.

Public Notices

PROPOSED FY 2026 BUDGET SUMMARY
General Fund \$607.5 million
Special/Other Funds \$278.4 million
TOTAL BUDGET \$1,386.0 million
Paul W. Payne
Budget Director

Public and Self Storage

NOTICE OF SALE FOR STORAGE OF AMERICA
4327 Quail Avenue
St. Louis, Missouri 63116
Storage of America will hold a public sale of delinquent units to satisfy the owner's lien pursuant to Missouri Law 415.415. The Units will be sold by competitive bidding to the highest bidder - credit or debit card only. Storage of America will conduct this auction online at StorageTreasures.com
Auction Date closing date: Thursday April 24, 2025 at 12:00 NOON Location: Storage of America 4327 Quail Ave. St. Louis, Missouri 63116
Unit OP17 Green Kelly 6811 Dale Ave St. Louis MO 63139

Public and Self Storage

Unit 0687 Kevin Rainfrow 6307 Hedge St. Louis MO 63123
Unit 0620 Lisa Hudgens 10138 Imperial Dr St. Louis MO 63131
Unit 0499 Anthony Gittman 1315 Ann Avenue St. Louis MO 63104
Unit 0004 Luis Catalan HOME MADE LLC 11021 Ivett Avenue St. Ann. MO 63074
Unit 0191 Melvory Goodwin 10 Christine Dr St. Louis MO 63066
Unit 0331 Lindsey Reagan 705 12th Street Apt 106 Highland, IL 62249

Bids and Proposals

Bids for Replace Fire Alarm System & Electrical Renovation at Bellefontaine Rehabilitation Center, Project No. M2006-01, will be received electronically through UNTL 1:30 PM, May 20, 2024. Project information available at <http://oa.mo.gov/facilities>

Bids and Proposals

general grocery food items, milk, bread, produce, dishwashing chemicals and restaurant pizza for the 2025-2026 school year. RFBS can be obtained from the school district's website: www.facs.org

NOTICE TO CONTRACTORS

OWNER: The Board of Governors for the Missouri State University
submitted bids for the INFRASTRUCTURE SUPPORT FOR BROADCASTING PLASTER STADIUM must be received electronically through UNTL 1:30 PM, May 20, 2024. Project information available at <http://oa.mo.gov/facilities>

Bids and Proposals

conditions of employment to be observed. Bidders must agree to comply with the prevailing wage rate provisions and other statutory regulations as referred to in the specifications.
MSU is an AA/EEO institution.

Pre-qualification for Specialist due

01 May 8, 2025, for South Fourteenth Restoration at Missouri State Capitol Building, Project No. 02204-01. Bids will be received by FACS, State of Missouri, 1:30 PM, June 3, 2025. Project information available at: <http://oa.mo.gov/facilities>

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Affected Facilities

Hospital	Administrator	Email
St Luke's Des Peres Hospital	Andrew Bagnall	andrew.bagnall@stlukes-stl.com
St Luke's Hospital	Andrew Bagnall	andrew.bagnall@stlukes-stl.com
Kindred Hospital St Louis South	Angela Green	angela.green@kindredhospitals.com
BJC - Barnes Jewish West County Hospital	Angelleen Peters-Lewis	angelleen.peterslewis@bjc.org
BJC - Missouri Baptist Medical Center	Ann Abad	ann.abad@bjc.org
Parkland Health Center-Bonne Terre	Annette D Schnabel	annette.schnabel@bjc.org
Parkland Health Center-Farmington	Annette D Schnabel	annette.schnabel@bjc.org
SSM - DePaul Hospital	Deborah Berini	deborah.berini@ssmhealth.com
BJC - Barnes Jewish Hospital	Dr. John Lynch	john.lynch@bjc.org
SSM - Cardinal Glennon Children's Hospital	Hossain Marandi	hossain.marandi@ssmhealth.com
SSM - St Mary's Hospital-St Louis	Kim Henrichsen	kim.henrichsen@ssmhealth.com
SSM - St. Louis University Hospital	Kim Henrichsen	kim.henrichsen@ssmhealth.com
SSM - St. Clare Hospital-Fenton	Kyle Grate	kyle.grate@ssmhealth.com
BJC - Christian Hospital	Rick Stevens	rick.stevens@bjc.org
Ste Genevieve County Memorial Hospital	Steve Pautler	spautler@sgcmh.org
BJC - St Louis Children's Hospital	Trish Lollo	trish.lollo@bjc.org

Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:06 AM
To: andrew.bagnall@stlukes-stl.com
Subject: St Luke's Des Peres Hospital - MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Andrew Bagnall
2345 Dougherty Ferry Rd
St. Louis, MO 63122
St. Louis County

Dear Andrew Bagnall,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
Tyler Sturgeon
Chief Financial Officer
Mercy Hospital South*



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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:11 AM
To: andrew.bagnall@stlukes-stl.com
Subject: St Luke's Hospital - MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Andrew Bagnall
232 S. Woods Mill Rd
Chesterfield, MO 63017
St. Louis County

Dear Andrew Bagnall,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
Tyler Sturgeon
Chief Financial Officer
Mercy Hospital South*



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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:11 AM
To: angela.green@kindredhospitals.com
Subject: RE: Kindred Hospital St. Louis South - MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Angela Green
10018 Kennerly Rd.
3rd Floor Hyland Bldg. B
St. Louis, MO 63128
St. Louis County

Dear Angela Green,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
Tyler Sturgeon
Chief Financial Officer
Mercy Hospital South*



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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:10 AM
To: 'angelleen.peterslewis@bjc.org'
Subject: BJC - Barnes Jewish West County Hospital - MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Angelleen Peters-Lewis
12634 Olive Blvd.
St. Louis, MO 63141
St. Louis County

Dear Angelleen Peters-Lewis,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
Tyler Sturgeon
Chief Financial Officer
Mercy Hospital South*

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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:13 AM
To: 'ann.abad@bjc.org'
Subject: BJC - Missouri Baptist Medical Center - MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Ann Abad
3844 Lindbergh Blvd.
St. Louis, MO 63127

Dear Ann Anbad,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
Tyler Sturgeon
Chief Financial Officer
Mercy Hospital South*



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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:15 AM
To: 'annette.schnabel@bjc.org'
Subject: Parkland Health Center-Bonne Terre - MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Annette D. Schnabel
7245 Raider Rd.
Bonne Terre, MO 63628
St. Francois County

Dear Annette D. Schnabel,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

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Chief Financial Officer
Mercy Hospital South*



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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:16 AM
To: annette.schnabel@bjc.org
Subject: Parkland Health Center-Farmington - MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Annette D. Schnabel
1101 West Liberty St.
Farmington, MO 63640
St. Francois County

Dear Annette D. Schnabel,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
Tyler Sturgeon
Chief Financial Officer
Mercy Hospital South*



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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:18 AM
To: 'deborah.berini@ssmhealth.com'
Subject: SSM - DePaul Hospital - MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Deborah Berini
12303 DePaul Dr.
Bridgeton, MO 63044
St. Louis County

Dear Deborah Berini,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
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Chief Financial Officer
Mercy Hospital South*



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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:19 AM
To: john.lynch@bjc.org
Subject: BJC - Barnes Jewish Hospital- MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Dr. John Lynch
4901 Forest Park Avenue
St. Louis, MO 63108
St. Louis City

Dear Dr. John Lynch,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
Tyler Sturgeon
Chief Financial Officer
Mercy Hospital South*



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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:28 AM
To: hossain.marandi@ssmhealth.com
Subject: SSM - Cardinal Glennon Children's Hospital - MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Hossain Marandi
1465 South Grand Blvd.
St. Louis, MO 63104
St. Louis City

Dear Hossain Marandi,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
Tyler Sturgeon
Chief Financial Officer
Mercy Hospital South*



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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:27 AM
To: 'kim.henrichsen@ssmhealth.com'
Subject: SSM - St Mary's Hospital-St Louis - MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Kim Henrichsen
6420 Clayton Rd.
Richmond Heights, MO 63117
St. Louis County

Dear Kim Henrichsen,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
Tyler Sturgeon
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Mercy Hospital South*



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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:29 AM
To: kim.henrichsen@ssmhealth.com
Subject: SSM - St. Louis University Hospital - MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Kim Henrichsen
1201 S Grand Blvd.
St. Louis, MO 63104
St. Louis City

Dear Kim Henrichsen,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
Tyler Sturgeon
Chief Financial Officer
Mercy Hospital South*



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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:31 AM
To: 'kyle.grate@ssmhealth.com'
Subject: SSM - St. Clare Hospital-Fenton - MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Kyle Grate
1015 Bowles Ave
Fenton, MO 63026
St. Louis County

Dear Kyle Grate,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
Tyler Sturgeon
Chief Financial Officer
Mercy Hospital South*



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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:33 AM
To: 'rick.stevens@bjc.org'
Subject: BJC - Christian Hospital - MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Rick Stevens
11133 Dunn Road
St. Louis, MO 63136
St. Louis County

Dear Rick Stevens,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
Tyler Sturgeon
Chief Financial Officer
Mercy Hospital South*



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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:35 AM
To: spautler@sgcmh.org
Subject: Ste Genevieve County Memorial Hospital - MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Steve Pautler
800 Ste. Genevieve Drive
PO Box 468
Ste. Genevieve, MO 63670
Ste. Genevieve County

Dear Steve Pautler,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
Tyler Sturgeon
Chief Financial Officer
Mercy Hospital South*



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Krausz, Fawntella

From: Krausz, Fawntella on behalf of Sturgeon, Tyler
Sent: Friday, April 18, 2025 11:36 AM
To: trish.lollo@bjc.org
Subject: BJC - St Louis Children's Hospital- MHS DaVinci CON Affected Facilities



Mercy Hospital South
10010 Kennerly Road
St. Louis, MO 63128
Mercy.net

August 18, 2024

Trish Lollo
One Children's Place
St. Louis, MO 63110
St. Louis City

Dear Trish Lollo,

Good afternoon,

Mercy Hospital South is applying to the Missouri Health Facilities Review Committee for a Cyber Knife linear accelerator. A new regulation specifies that hospitals in the area be notified directly.

The system is manufactured by Accuray. For more information about the system, please see the manufacturer's website at: [CyberKnife S7 Launch - Accuray](#)

If you have questions or concerns about our implementation of the project, please contact Tyler Sturgeon at tyler.sturgeon@mercy.net or 314-525-1930.

*Thank you,
Tyler Sturgeon
Chief Financial Officer
Mercy Hospital South*



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Divider III

Service Specific Criteria & Standards

DIVIDER III – Service Specific Criteria & Standards

- 1. For new units, address the minimum annual utilization standard for the proposed geographic service area.**

Not applicable

- 2. For any new unit where specific utilization standards are not listed, provide documentation to justify the new unit.**

Not applicable

- 3. For additional units, document compliance with the optimal utilization standard, and if not achieved, provide documentation to justify the additional unit.**

For additional units, minimum annual utilization is 240 procedures by the final year. Based on conservative projections, Mercy Hospital South will exceed the minimum annual utilization measure in the first year of operation with projected volumes of 1,272 procedures.

- 4. For evolving technology address the following:**

- Medical effects as described and documented in published scientific literature;
- The degree to which the objectives of the technology have been met in practice;
- Any side effects, contraindications or environmental exposures;
- The relationships, if any, to existing preventive, diagnostic, therapeutic or management technologies and
- Food and Drug Administration approval;
- The need methodology used by this proposal in order to assess efficacy and cost impact of the proposal;
- The degree of partnership, if any, with other institutions for joint use and financing.

Not applicable

Divider IV

Financial Feasibility Review Criteria and Standards

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.**

Ernst & Young LLP conducted the external audit for Mercy Health, the applicant's parent organization, for fiscal year ending June 30, 2024. The consolidated balance sheet (included in Divider IV – Attachments) verifies the ability of the applicant to fund this project.

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

Mercy's fiscal year runs from July 1-June 30 each year.

The Service-Specific Revenues and Expenses Forms for the projected periods are included in Divider IV – Attachments.

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

The applicant currently offers robotic surgery services and patient charges are already established. Changes are not anticipated to the charge structure with the addition of this unit other than normal inflationary increases in future years.

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

Mercy Hospital South is a Catholic, not-for-profit organization. Collection policies are sensitive to those patients who do not have the ability to meet full financial obligations. Mercy Hospital South provides financial assistance to patients based on need as determined by the Federal Poverty Guidelines. Patients who qualify for financial assistance will not be required to pay more than amounts normally billed to individuals who have insurance. The amount billed is a discounted percentage of the amount due based on federal poverty guidelines.

In fiscal year 2024, Mercy Hospital South provided \$10.3 million in unreimbursed charity care (based on the cost of providing services) and \$23.3 million in unreimbursed care for Medicaid patients.

Attachments

Divider IV

Financial Feasibility Review Criteria and Standards

Mercy Health

Consolidated Balance Sheets (In Thousands)

	June 30	
	2024	2023
Assets		
Current assets:		
Cash and cash equivalents	\$ 614,297	\$ 529,638
Accounts receivable, net	1,087,505	830,562
Inventories	159,640	133,162
Short term investments	46,883	46,883
Other current assets	197,853	198,850
Total current assets	2,106,178	1,739,095
Investments	3,979,443	3,392,083
Property and equipment, net	3,609,138	3,455,079
Other assets	984,390	895,036
Total assets	<u>\$ 10,679,149</u>	<u>\$ 9,481,293</u>
Liabilities and net assets		
Current liabilities:		
Current maturities of long-term obligations	\$ 63,939	\$ 29,558
Accounts payable	450,597	445,718
Accrued payroll and related liabilities	572,394	502,586
Accrued liabilities and other	490,959	440,021
Total current liabilities	1,577,889	1,417,883
Insurance reserves and other liabilities	750,924	669,710
Pension liabilities	193,953	231,654
Long-term obligations, less current maturities	2,588,822	2,173,361
Total liabilities	5,111,588	4,492,608
Net assets:		
Without donor restrictions	5,346,005	4,806,304
With donor restrictions	221,556	182,381
Total net assets	5,567,561	4,988,685
Total liabilities and net assets	<u>\$ 10,679,149</u>	<u>\$ 9,481,293</u>

See accompanying notes.

**SERVICE-SPECIFIC REVENUES AND EXPENSES****Project Title:** Acquire robotic surgery system**Project #:** 6196 HS**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		
	<u>FY 2022</u>	<u>FY 2023</u>	<u>FY 2024</u>
Amount of Utilization:*	693	1,045	1,096
Revenue:			
Average Charge**	\$23,041	\$21,927	\$19,565
Gross Revenue	\$15,967,413	\$22,913,715	\$21,443,240
Revenue Deductions	11,590,339	16,494,724	14,196,549
Operating Revenue	4,377,074	6,418,991	7,246,691
Other Revenue	0	0	0
TOTAL REVENUE	\$4,377,074	\$6,418,991	\$7,246,691
Expenses:			
Direct Expenses			
Salaries	998,949	1,428,513	1,386,356
Fees	2,621,064	4,800,294	63,200
Supplies	1,672,031	2,294,935	2,609,543
Other	190,270	840,226	974,762
TOTAL DIRECT	\$5,482,315	\$9,363,967	\$5,033,861
Indirect Expenses			
Depreciation	679,610	953,904	536,743
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	444,442	478,119	563,813
TOTAL INDIRECT	\$1,124,052	\$1,432,023	\$1,100,556
TOTAL EXPENSES	\$6,606,366	\$10,795,990	\$6,134,417
NET INCOME (LOSS):	-\$2,229,292	-\$4,376,999	\$1,112,273

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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.

**SERVICE-SPECIFIC REVENUES AND EXPENSES****Project Title:** Acquire robotic surgery system**Project #:** 6196 HS**Historical Financial Data for Latest Three Full Years plus
Projections Through Three Full Years Beyond Project Completion**

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	Year		
	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Amount of Utilization:*	<u>1,272</u>	<u>1,294</u>	<u>1,316</u>
Revenue:			
Average Charge**	<u>\$21,746</u>	<u>\$22,572</u>	<u>\$23,423</u>
Gross Revenue	<u>\$27,661,105</u>	<u>\$29,208,168</u>	<u>\$30,824,668</u>
Revenue Deductions	<u>18,447,643</u>	<u>19,578,153</u>	<u>20,765,122</u>
Operating Revenue	<u>9,213,462</u>	<u>9,630,015</u>	<u>10,059,546</u>
Other Revenue	<u>0</u>	<u>0</u>	<u>0</u>
TOTAL REVENUE	<u>\$9,213,462</u>	<u>\$9,630,015</u>	<u>\$10,059,546</u>
Expenses:			
Direct Expenses			
Salaries	<u>1,853,086</u>	<u>1,954,773</u>	<u>2,060,385</u>
Fees	<u>75,549</u>	<u>79,162</u>	<u>82,923</u>
Supplies	<u>3,338,980</u>	<u>3,522,985</u>	<u>3,715,025</u>
Other	<u>1,165,232</u>	<u>1,220,947</u>	<u>1,278,956</u>
TOTAL DIRECT	<u>\$6,432,847</u>	<u>\$6,777,866</u>	<u>\$7,137,289</u>
Indirect Expenses			
Depreciation	<u>914,951</u>	<u>914,951</u>	<u>914,951</u>
Interest***	<u>0</u>	<u>0</u>	<u>0</u>
Rent/Lease	<u>0</u>	<u>0</u>	<u>0</u>
Overhead****	<u>728,684</u>	<u>766,191</u>	<u>805,143</u>
TOTAL INDIRECT	<u>\$1,643,635</u>	<u>\$1,681,141</u>	<u>\$1,720,093</u>
TOTAL EXPENSES	<u>\$8,076,482</u>	<u>\$8,459,007</u>	<u>\$8,857,382</u>
NET INCOME (LOSS):	<u>\$1,136,980</u>	<u>\$1,171,008</u>	<u>\$1,202,163</u>

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****Indicate how overhead was calculated.



Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: Acquire robotic surgery system

Project #: 6196 HS

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

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	Year 4	Year 5	Year 6
Amount of Utilization:*	1,316	0	0
Revenue:			
Average Charge**	\$24,125	\$0	\$0
Gross Revenue	\$31,748,500	\$0	\$0
Revenue Deductions	21,487,763	0	0
Operating Revenue	10,260,737	0	0
Other Revenue	0	0	0
TOTAL REVENUE	\$10,260,737	\$0	\$0
Expenses:			
Direct Expenses			
Salaries	2,111,895	0	0
Fees	85,410	0	0
Supplies	3,826,476	0	0
Other	1,317,325	0	0
TOTAL DIRECT	\$7,341,106	\$0	\$0
Indirect Expenses			
Depreciation	914,951	0	0
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	825,273	0	0
TOTAL INDIRECT	\$1,740,224	\$0	\$0
TOTAL EXPENSES	\$9,081,330	\$0	\$0
NET INCOME (LOSS):	\$1,179,407	\$0	\$0

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