Application for Certificate of Need

SSM Health DePaul Hospital – St. Louis

2nd da Vinci Robotic Surgical System

Project # 6216 HS

Submitted To:
Missouri Health Facilities Review Committee

October 2025

Certificate of Need Program
NEW OR ADDITIONAL EQUIPMENT APPLICATION
Applicant's Completeness Checklist and Table of Contents

Project Name: SSM Health DePaul Hosp. St.Louis-2nd da Vinci Robotic Surgical System **Project No:** #6216 HS

Project Description: SSM Health DePaul Hospital - St. Louis is planning to acquire an additional robotic surgery system from Intuitive, the da Vinci 5, to continue best serving the needs of our patient population with the most cutting edge technology

Done	Page	N/A	Description
			Divider I. Application Summary:
✔	6		**1. Applicant Identification and Certification (Form MO 580-1861)**
✔	7,8		**2. Representative Registration (From MO 580-1869)**
✔	9		**3. Proposed Project Budget (Form MO 580-1863) and detail sheet with documentation of costs.**
			Divider II. Proposal Description:
✔	11, 19-36		**1. Provide a complete detailed project description and include equipment bid quotes.**
✔	11		**2. Provide a timeline of events for the project, from CON issuance through project completion.**
✔	12		**3. Provide a legible city or county map showing the exact location of the project.**
✔	12		**4. Define the community to be served and provide the geographic service area for the equipment.**
✔	13		**5. Provide other statistics to document the size and validity of any user-defined geographic service area.**
✔	14		**6. Identify specific community problems or unmet needs the proposal would address.**
✔	15		**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.**
✔	15		**8. Provide the methods and assumptions used to project utilization.**
✔	15		**9. Document that consumer needs and preferences have been included in planning this project and describe how consumers had an opportunity to provide input.**
✔	15, 37-45		**10. Provide copies of any petitions, letters of support or opposition received.**
✔	16, 46		**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.**
✔	17, 47-51		**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:
✔	53		**1. For new units, address the minimum annual utilization standard for the proposed geographic service area.**
✔	53		**2. For any new unit where specific utilization standards are not listed, provide documentation to justify the new unit.**
✔	53		**3. For additional units, document compliance with the optimal utilization standard, and if not achieved, provide documentation to justify the additional unit.**
✔	53		**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:
✔	57-60		**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.**
✔	61-62		**2. Provide Service-Specific Revenues and Expenses (Form MO 580-1865) projected through three (3) FULL years beyond project completion.**
✔	55		**3. Document how patient charges are derived.**
✔	55		**4. Document responsiveness to the needs of the medically indigent.**

DIVIDER 1

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 (Attachment I.1).

2. Representative Registration (Form 580-1869)

The Representative Registration forms are included in Divider I – Attachments. Completed forms have been provided for Johanna Ananth (Attachment I.2) and Whitney Brasel (Attachment I.3).

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

The Proposed Budget form is included in Divider I – Attachments (Attachment I.4).

Divider I

Attachments

Certificate of Need Program

APPLICANT IDENTIFICATION AND CERTIFICATION

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

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

Title of Proposed Project	Project Number
SSM Health DePaul Hosp. St.Louis-2nd da Vinci Robotic Surgical System	#6216 HS
Project Address *(Street/City/State/Zip Code)*	**County**
12303 DePaul Drive, Bridgeton, MO 63044	St. Louis County

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

List All Owner(s): *(List corporate entity.)*	Address (Street/City/State/Zip Code)	Telephone Number
SSM Health Care St. Louis	12800 Corporate Hill Drive St. Louis, Missouri 63131	(314) 344-6000

List All Operator(s): *(List entity to be licensed or certified.)*	Address (Street/City/State/Zip Code)	Telephone Number
SSM Health DePaul Hospital-St. Louis	12303 De Paul Dr. Bridgeton, MO 63044	(314) 344-6000

3. Ownership *(Check applicable category.)*

- ☑ Nonprofit Corporation
- ☐ Individual
- ☐ City
- ☐ District
- ☐ Partnership
- ☐ Corporation
- ☐ County
- ☐ Other_____

4. Certification

In submitting this project application, the applicant understands that:

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

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

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

Name of Contact Person		Title
Johanna Ananth		Attorney
Telephone Number	**Fax Number**	**E-mail Address**
314-345-4732	314-241-9090	jananth@ubglaw.com
Signature of Contact Person		**Date of Signature**
Johanna Ananth		Sept. 23, 2025

MO 580-1861 (03/13)

Attachment I.2

Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name	Number
SSM Health DePaul Hosp. St.Louis-2nd da Vinci Robotic Surgical System	#6216 HS

(Please type or print legibly.)

Name of Representative	Title
Johanna Ananth	Attorney

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
UB Greensfelder LLP	314-345-4732

Address (Street/City/State/Zip Code)

10 South Broadway, Ste. 2000, St. Louis, MO 63102-1747

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

Name of Individual/Agency/Corporation/Organization being Represented	Telephone Number
SSM Health Saint Louis University Hospital	314-257-8000

Address (Street/City/State/Zip Code)

1201 S Grand Blvd, St. Louis, MO 63104

Check one. Do you:

- ☑ Support
- ☐ Oppose
- ☐ Neutral

Relationship to Project:

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

Other Information:

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

Original Signature	Date
Johanna Ananth	Sept. 23, 2025

MO 580-1869 (11/01)

Attachment I.3

Certificate of Need Program

REPRESENTATIVE REGISTRATION

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

Project Name	Number
SSM Health DePaul Hospital Surgical Robot Expansion	

(Please type or print legibly.)

Name of Representative	Title
Whitney Brasel	Vice President of Operations

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other)	Telephone Number
12303 DePaul Drive	314-344-7245

Address (Street/City/State/Zip Code)

Bridgeton, MO 63044

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

Name of Individual/Agency/Corporation/Organization being Represented	Telephone Number
SSM Health DePaul Hospital	314-344-6000

Address (Street/City/State/Zip Code)

12303 DePaul Drive, Bridgeton, MO 63044

Check one. Do you:

- [x] Support
- [ ] Oppose
- [ ] Neutral

Relationship to Project:

- [ ] None
- [x] Employee
- [ ] Legal Counsel
- [ ] Consultant
- [ ] Lobbyist
- [ ] Other (explain):

Other Information:

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

Original Signature	Date
	10/7/2025

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 ***	$0
2. Renovation Costs ***	$0
3. Subtotal Construction Costs (#1 plus #2)	$0
4. Architectural/Engineering Fees	$0
5. Other Equipment (not in construction contract)	$0
6. Major Medical Equipment	$3,237,317
7. Land Acquisition Costs ***	$0
8. Consultants' Fees/Legal Fees ***	$12,000
9. Interest During Construction (net of interest earned) ***	$0
10. Other Costs ***	$0
11. Subtotal Non-Construction Costs (sum of #4 through #10	$3,249,317
12. Total Project Development Costs (#3 plus #11)	$3,249,317 **
FINANCING:	
13. Unrestricted Funds	$3,249,317
14. Bonds	$0
15. Loans	$0
16. Other Methods (specify)	$0
17. Total Project Financing (sum of #13 through #16)	$3,249,317 **
18. New Construction Total Square Footage	0
19. New Construction Costs Per Square Foot *****	$0
20. Renovated Space Total Square Footage	0
21. Renovated Space Costs Per Square Foot ******	$0

* *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.

SSM Health DePaul Hospital - St. Louis ("SSM Health DePaul Hospital") is positioned to expand its robotic-assisted surgical program with the acquisition of Intuitive's da Vinci 5 system. This strategic initiative is driven by several factors, including geographic location, physician interest, and the range of services currently offered. Additionally, the new robotic platform will enhance recruitment and support the training and development of future physicians. SSM Health DePaul Hospital's robotic surgery program is performing at a level that exceeds national benchmarks. Sixteen surgeons actively share a single da Vinci robot, placing SSM Health DePaul Hospital in the top six (6) percent nationally for surgeon-to-robot utilization. Demand is exceptionally high, with robot usage ranking in the top four (4) percent nationwide. Turnaround times are faster than 82 percent of hospitals, reflecting strong operational efficiency. The hospital has implemented full-day block scheduling, a two-week release policy, and a surgeon-led committee to optimize operating room utilization. Despite these improvements, the robot is operating at full capacity. Equipment limitations now restrict patient access to minimally invasive procedures. The hospital has demonstrated the ability to manage high-volume robotic surgery efficiently and is well-positioned to maximize the value of a second robot through continued growth and improved patient access (see Attachment II.1 for equipment quote).

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

Milestone	Target Date
Certificate of Need Issuance	January 2026
Equipment Arrival	January 2026
Equipment Installation	January 2026
Operational Go-Live	January 2026

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

(see following page)

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

SSM Health DePaul Hospital is one of seven hospitals serving the greater St. Louis region as part of the SSM Health system. SSM Health DePaul Hospital serves a diverse and vulnerable population across 24 zip codes in North St. Louis County and St. Louis City, defined by historical utilization patterns. The hospital is a critical access point for labor and delivery services, and its reach is amplified by the presence of SSM Health Medical Group and SLUCare Medical Group offices throughout the region.

Demographic Indicator	Value
Total Population	416,947
Number of Households	200,039
Male Population	200,666
Female Population	216,282
Median Age	36
Median Household Income	$54,573

Per Capita Income	$37,722
Unemployment Rate	2.7%

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

The primary service area is made up of 24 zip codes listed in the chart below and spreads across St. Louis City and St. Louis County. The chart also shows the projected population for 2025.

The Bureau of Vital Statistics of the Missouri Department of Health and Senior Services provided the following 2025 population projections for Missouri zip codes.

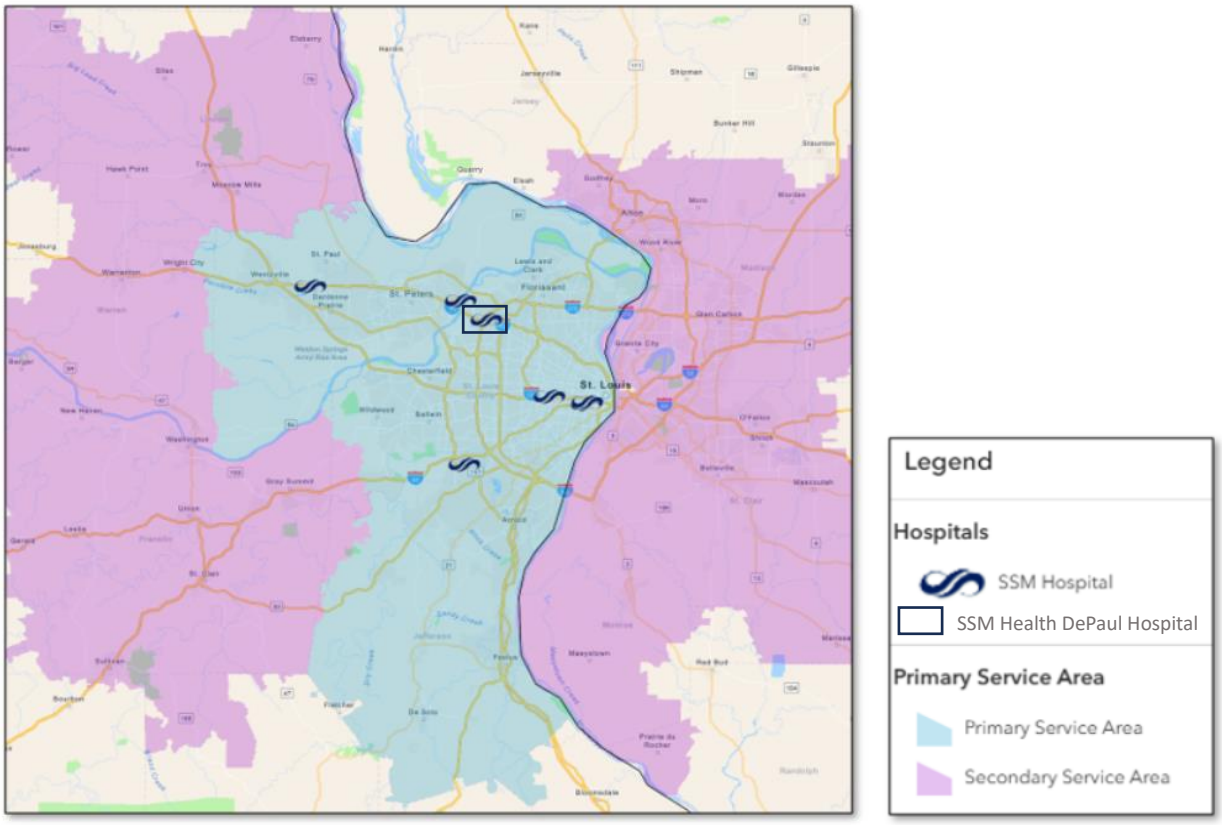
St. Louis city	63103	8,201
St. Louis city	63104	17,236
St. Louis	63105	20,058
St. Louis city	63106	12,047
St. Louis city	63107	8,098
St. Louis city	63108	21,117
St. Louis city	63109	23,480
St. Louis city	63110	13,722
St. Louis city	63111	18,020
St. Louis city	63112	17,297
St. Louis city	63113	9,373
St. Louis city	63115	16,050
St. Louis city	63116	38,529
St. Louis	63117	8,298
St. Louis city	63118	21,984
St. Louis	63119	33,275
St. Louis city	63120	7,521
St. Louis	63124	10,563
St. Louis	63130	26,952
St. Louis	63133	8,048
St. Louis city	63139	19,750
St. Louis	63143	8,879
St. Louis	63144	8,903
St. Louis city	63147	9,252
	Total	386,653

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

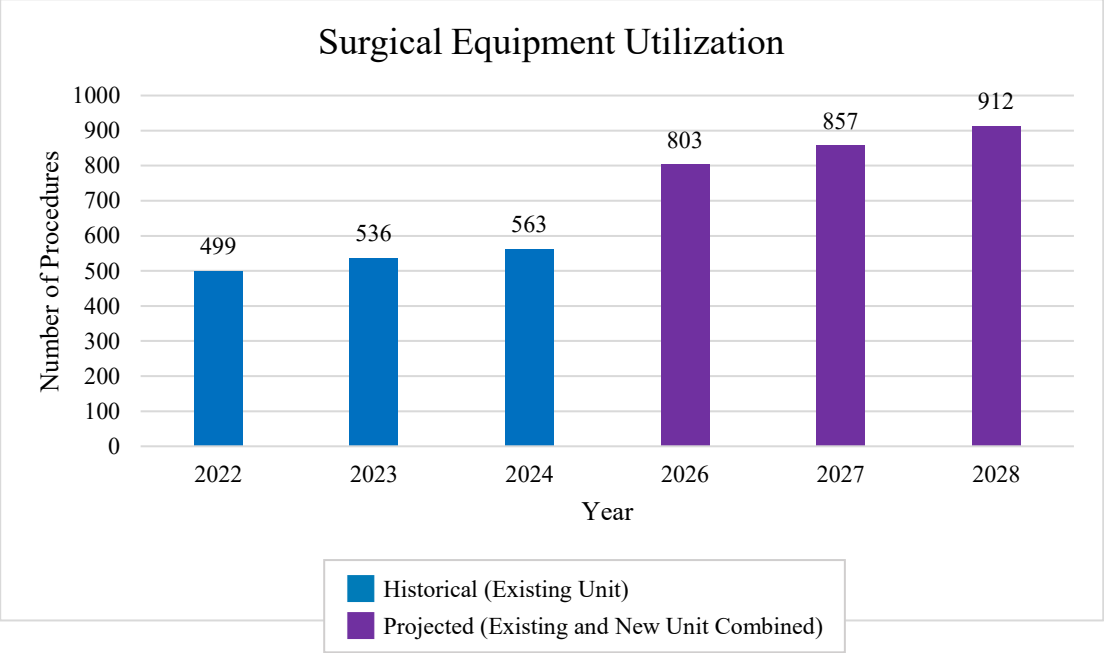
Recent public health data from the Missouri Department of Health and Senior Services shows stark disparities in income, education, and health outcomes in North St. Louis. Residents experience significantly lower household incomes and elevated rates of chronic illness and mental health challenges. These issues disproportionately affect African American communities, contributing to higher emergency room visits and poorer overall well-being. These disparities underscore the urgent need for expanded access to advanced surgical care in North County.

SSM Health DePaul Hospital serves patients from throughout Saint Louis City and Saint Louis County. The community need for the DaVinci upgrade is based on this service area. In the map below, PSA (primary service area) and SSA (secondary service area) is defined by historical utilization patterns.

Furthermore, SSM Health DePaul Hospital serves as a critical healthcare provider in North County. It is the only Level 1 Comprehensive Stroke Center in the region, holds regional and state recognitions in orthopedics and bariatric surgery, and houses the largest inpatient behavioral health bed presence in Missouri. These designations position DePaul as a regional anchor institution, uniquely equipped to meet the complex medical needs of underserved populations.



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.

Method for projecting utilization:
Achieve 50% of 2025 annualized volumes in Year 1, 60% in Year 2, and 70% in Year 3.

Combined utilization projection:
Average case data across three full years, incorporating anticipated new robot 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.

Robotic surgery is increasingly requested by patients and surgeons because the minimally invasive approach lessens recovery time and patient discomfort during recovery. In addition, academic programs must continue to train all new surgeons on robotic procedures which are projected to be the standard of care for many procedures in the future.

The addition of a second da Vinci DV5 robotic surgical system at SSM Health DePaul Hospital will directly expand access to minimally invasive surgical care in the following eight specialties: gynecology, gynecologic oncology, general surgery, bariatric surgery, colorectal surgery, urology, and thoracic surgery. These service lines are already supported by a team of trained robotic surgeons

at DePaul and represent areas of high demand with strong potential for continued growth. These specialties are already supported by trained robotic surgeons at DePaul and represent high-demand service lines with strong growth potential.

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

Letters of support were provided from the following individuals:

Letter Author	Attachment
Dr. Andrea Schwoerer	Attachment II.2
Dr. Hamnah Siddiqui	Attachment II.3
Dr. Caroline Werner	Attachment II.4
Dr. Saji Jacob	Attachment II.5
Dr. Tauqir Ahmed	Attachment II.6

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.

See below and Attachment II.7.

Customer Ad Proof

220-60008529 Greensfelder, Hemker & Gale, P.C./UB Order Nbr 152427

Publication	**Post - Dispatch**		
Contact	Greensfelder, Hemker & Gale, P.C./UB Greensfelder	PO Number	Kelsey Robertson
Address 1	10 S. BROADWAY, SUITE 2000	Rate	Legal
Address 2		Order Price	345.84
City St Zip	ST LOUIS MO 63102	Amount Paid	0.00
Phone	3143455402	Amount Due	345.84
Fax	3142415166		
Section	Legals	Start/End Dates	09/26/2025 - 09/26/2025
SubSection		Insertions	1
Category	9000 Public Notices	Size	13
Ad Key	152427-1	Salesperson(s)	Tanya Lemons I023
Keywords	SSM DePaul Hospital – St. Loui	Taken By	Tanya Lemons

Notes

Deadline for Cancelation/Changes is NOON Today (Wednesday)

[Tanya Lemons 9/24/2025 9:01:11 AM]

Ad Proof

SSM DePaul Hospital – St. Louis plans to acquire an additional Da Vinci Xi dual-console surgical robot, subject to Certificate of Need approval by the Missouri Health Facilities Review Committee. This request is submitted under Application #6216 HS. Email Johanna Ananth at jananth@ubglaw.com with questions, comments, or concerns.

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

Emails with attached notice letters were sent on October 9, 2025 via email to:

Hospital Name	Contact Person	Email Address	Attachment
Barnes-Jewish West County Hospital	Angelleen Peters Lewis	angelleen.peterslewis@bjc.org	Attachment II.8
Christian Hospital	Rick Stevens	rick.stevens@bjc.org	Attachment II.9
Mercy Hospital St. Louis	David Meiners	david.meiners@mercy.net	Attachment II.10
St. Luke's Hospital	Andrew Bagnall	andrew.bagnall@stlukes-stl.com	Attachment II.11
Missouri Baptist Medical Center	Ann Abad	ann.abad@bjc.org	Attachment II.12

Divider II

Attachments

INTUITIVE

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

Quote Details

Quote ID	Q-00078522
Quote Date	4/1/2025
Valid Until	06/30/2025
Sales Rep	Nick Purcell
Phone Number	+1-314-495-2080
Email	nick.purcell@intusurg.com

Company Information

Hospital Name	DePaul Health Center
SF ID/IDN Affiliation	13370/SSM Health
Address	12303 DePaul Dr
City, State, Zip	Bridgeton, Missouri, 63044-2588
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 (Not available in the US) - 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	MY INTUITIVE+ SUBSCRIPTION-Subscription (Included)	$ 0.00	$ 0.00
	12	MY INTUITIVE+ SUBSCRIPTION-Subscription Fee	$ 70,000.00	$ 70,000.00

Terms and Conditions

1) Terms and Conditions

1.1 A signed Sales, License, and Service Agreement ("SLSA") or equivalent is required prior to shipment of the System(s) or System Upgrades. All site modifications and preparation are the Customer's responsibility and are to be completed to the specification given by Intuitive Surgical, Inc. ("Intuitive") prior to the installation date.

1.2 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) REQUIREMENTS PRIOR TO SHIPMENT

2.1 System delivery is subject to credit approval **and** receipt of Customer's purchase order by Intuitive. Whether or not Customer issues a purchase order does not affect Customer's commitment to acquire and pay for the System.

Please provide the following for shipment and billing reference:

- Purchase Order No: _____
- Point of Contact: _____
- Email: _____
- Phone Number: _____

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 are 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's 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 handling charge will be applied for any shipments using Customer's 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 will issue credit against the original purchase order after full inspection is complete. Credit for defective returns: Intuitive 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 will retain all returned products.

7) Miscellaneous:

7.1 Warranty: Warranties are applied for manufacturing defects.

- Endoscope, Camera, Simulator, Systems 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): Cadiere 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)

INTUITIVE

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

Quote Details

Quote ID	Q-00078523
Quote Date	4/1/2025 7:55:39 PM
Valid Until	06/30/2025
Sales Rep	Nick Purcell
Phone Number	+1-314-495-2080
Email	nick.purcell@intusurg.com

Company Information

Hospital Name	DePaul Health Center
SF ID/IDN Affiliation	13370/SSM Health
Address	12303 DePaul Dr
City, State, Zip	Bridgeton, Missouri, 63044-2588
Contact Name	
Telephone	

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

Items

Part Number	Qty	Item	Uses	Units	Price ($)	Subtotal ($)
470066	2	da Vinci 5 Endoscope, 0°		1	27,000.00	54,000.00
470067	2	da Vinci 5 Endoscope, 30°		1	27,000.00	54,000.00
400624	4	da Vinci 5 Endoscope Tray		1	1,250.00	5,000.00
470655	2	NIR Handheld Camera		1	16,000.00	32,000.00
470656	2	NIR Handheld Camera Light Guide		1	520.00	1,040.00
470657	2	NIR Handheld Camera Light Guide Adapter		1	53.00	106.00
470674	2	Camera Head Reprocessing Tray		1	850.00	1,700.00
470062	10	8 mm Hex Cannula, Standard	1	1	630.00	6,300.00
470064	4	8 mm Hex Cannula, Long	1	1	683.00	2,732.00
399148	1	Blue Fiber Kit		1	3,450.00	3,450.00
470551	5	Da Vinci Insufflator Tube Set - Smoke Evacuation	1	6	726.00	3,630.00
476049	1	Force Feedback Cadiere Forceps	6	1	1,182.00	1,182.00
476205	1	Force Feedback Fenestrated Bipolar Forceps	6	1	1,638.00	1,638.00
476006	1	Force Feedback Large Needle Driver	6	1	1,446.00	1,446.00
476172	1	Force Feedback Maryland Bipolar Forceps	6	1	1,926.00	1,926.00
476309	1	Force Feedback Mega SutureCut™ Needle Driver	6	1	1,488.00	1,488.00
476093	1	Force Feedback Prograsp Forceps	6	1	1,182.00	1,182.00
Total ($)						**172,820.00**

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) or System Upgrades. All site modifications and preparation are the Customer's responsibility and are to be completed to the specification given by Intuitive Surgical, Inc. ("Intuitive") prior to the installation date.

1.2 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) REQUIREMENTS PRIOR TO SHIPMENT:

2.1 System delivery is subject to credit approval **and** receipt of Customer's purchase order by Intuitive. Whether or not Customer issues a purchase order does not affect Customer's commitment to acquire and pay for the system.

Please provide the following for shipment and billing reference

- Purchase Order No:

- Point Of Contact:
- Email:
- Phone Number:

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 are 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's 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 handling charge will be applied for any shipments using Customer's 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 will issue credit against the original purchase order after full inspection is complete. Credit for defective returns: Intuitive 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 will retain all returned product.

7) Miscellaneous :

7.1 Warranty: Warranties are applied for manufacturing defects.
- Endoscope, Camera, Simulator, Systems 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

QUOTE

Customer Name:	Ssm Health Care Bridgeton, MO
Customer Number:	10005078
Quote Number:	10031635-1
Account Manager:	Ryan Alick 636-459-1602 ryan_alick@baxter.com
Expiration Date:	6-30-2025

Baxter

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 A Vizient Trumpf Medical OR Tables - CE7216	1	93,990.68	93,990.68	93,990.68
PTP-TS7000DV-3	Protection+, 3 years, TS7000dV Surgical Table	1	13,768.26	13,768.26	13,768.26
108855	WaffleGrip and APEX Robotics Package A Vizient Trumpf Medical OR Tables - CE7216	1	12,375.65	12,375.65	12,375.65
108852	Patient Warming Package TS7000 and DV A Vizient Trumpf Medical OR Tables - CE7216	1	9,728.00	9,728.00	9,728.00
1798326	Cable remote control TS7000 (dV) A Vizient Trumpf Medical OR Tables - CE7216	1	1,135.68	1,135.68	1,135.68
			Total for Products and Services		**$ 130,998.27**
FRT-TABLE	Freight OR Table	1	1,500.00	1,500.00	1,500.00
				Grand Total	**$ 132,498.27**

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 **10031635-1** 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 electronical 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	93,990.68	93,990.68	93,990.68
1.1	1	PTP-TS7000DV-3	Protection+, 3 years, TS7000dV Surgical Table	13,768.26	13,768.26	13,768.26
2	1	108855	WaffleGrip and APEX Robotics Package	12,375.65	12,375.65	12,375.65
3	1	108852	Patient Warming Package TS7000 and DV	9,728.00	9,728.00	9,728.00
4	1	1798326	Cable remote control TS7000 (dV)	1,135.68	1,135.68	1,135.68
			Total Extended Price Products and Services			$ 130,998.27

	**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

Baxter

Comprehensive, Customized Solutions to Enable Peak Procedural Performance

SURGICAL WORKFLOW

Exam Light	Surgical Lights			Cameras	Booms
	Value	Universal	Premium		
					
TL1000	TL3000	TL5000	iLED 7	TV HD & TV Wireless	FCS Booms

PRECISION POSITIONING

Mobile Tables			System & Specialty Tables		
Value	Universal	Premium	Robotic	Hybrid	Spine
					
PST 300+	PST 500	TS7000	TS7500	TS7000dV	TS7500 Hybrid	Advance Table

General, GYN/URO, Ortho, C-Section, Arthroscopy, ERCP/LAP

Bariatric, Vascular, Cardio, Neuro

Trauma, Spine

	Image Guided	Spine

CONNECTIVITY	POSITIONING PACKAGES & ACCESSORIES
OR Integration	General/Bariatrics
	Gynecology/Urology
	Orthopedics
	Spine
	Neurosurgery
Helion™ System	Cardiovascular

Through our exceptional health care services, we reveal the healing presence of God.

SSMHealth.

SSM Health DePaul Hospital – St. Louis
12303 DePaul Dr.
Bridgeton, MO 63044
phone: 314-344-6000

September 26, 2025

Via Email: CONP@health.mo.gov

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

Re: Letter in Support of Application #6216 HS

Dear Ms. Dorge,

I am a board certified general surgeon, fellowship trained in bariatric and minimally invasive surgery and currently serving on the Medical Executive Committee and lead on the Robotic Committee at SSM Health DePaul Hospital - St. Louis ("SSM DePaul Hospital"). I am also current president of the Missouri ASMBS Chapter. I collaborate with a diverse team of healthcare providers to provide high-quality, compassionate, and evidence-based care to a broad patient population. My daily responsibilities include all aspects of treatment and care for patients who struggle with obesity and obesity related comorbidities. This includes surgical and nonsurgical management, as well as inpatient and outpatient care. I manage all aspects of treatment for these patients following bariatric surgery, including other disease processes. Furthermore, I also take care of patients who suffer from foregut disease. DePaul is a MBSAQIP center of excellence and therefore we abide by the highest standard of care as well as contribute to the ongoing quality improvement initiatives.

I am writing to express my support for the planned acquisition of an additional da Vinci DV5 surgical robot at SSM DePaul Hospital. I believe this acquisition will benefit both our patients and the broader health care community in the St. Louis region.

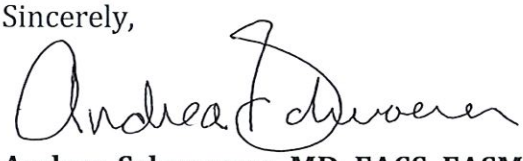
Robotic-assisted surgery has become an increasingly standard part of high-quality surgical care. While once reserved for specialized cases, platforms like the da Vinci system are now routinely used in general surgery, urology, gynecology, and other specialties, based on growing evidence of improved precision, reduced length of stay, lower postoperative complication rates, and faster recovery times for appropriate patients. Like many institutions, we are seeing rising demand for minimally invasive options, and our current robotic capacity has reached a point where it is limiting timely access to care.

SLUCare Physician Group

Furthermore, robotic-assisted procedures are now a core component of practice in many disciplines, and physicians are expected to be proficient with this technology. The additional capacity will allow our medical staff to maintain their proficiency by increasing the availability of robotic surgery for patients. Expanding our capacity enables us to integrate robotic training into clinical care more meaningfully and consistently, so that the next generation of surgeons is prepared to deliver the level of care our communities increasingly expect.

Overall, adding a da Vinci DV5 robot will expand access to high-demand surgical technology, support physician training and maintenance of skills, and improve patient outcomes. It's a strategic step that strengthens both clinical care and long-term workforce development.

Sincerely,



Andrea Schwoerer, MD, FACS, FASMBS, DABOM
Bariatric Surgeon
SSM Health Weight Management Services

12266 DePaul Drive, Suite 210
Bridgeton, MO 63044
Phone: 314-344-6800
Fax: 314-344-6801
andrea.schwoerer@ssmhealth.com
ssmhealth.com

Attachment II.3

Through our exceptional health care services, we reveal the healing presence of God.

SSM Health

SSM Health DePaul Hospital – St. Louis
12303 DePaul Dr.
Bridgeton, MO 63044
phone: 314-344-6000

October 20, 2025

Via Email: CONP@health.mo.gov

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

Re: Letter in Support of Application #6216 HS

Dear Ms. Dorge,

I am a board-certified Obstetrician and Gynecologist currently at SSM Health DePaul Hospital - St. Louis ("SSM DePaul Hospital"). I collaborate with a diverse team of healthcare providers to provide high-quality, compassionate, and evidence-based care to a broad patient population. My daily responsibilities include managing inpatient and outpatient care of a variety of obstetrical and gynecological issues and participating in nursing education.

I am writing to express my support for the planned acquisition of an additional da Vinci DV5 surgical robot at SSM DePaul Hospital. I believe this acquisition will benefit both our patients and the broader health care community in the St. Louis region.

Robotic-assisted surgery has become an increasingly standard part of high-quality surgical care. While once reserved for specialized cases, platforms like the da Vinci system are now routinely used in general surgery, urology, gynecology, and other specialties, based on growing evidence of improved precision, reduced length of stay, lower postoperative complication rates, and faster recovery times for appropriate patients. Like many institutions, we are seeing rising demand for minimally invasive options, and our current robotic capacity has reached a point where it is limiting timely access to care in a population with already limited access to care.

Furthermore, robotic-assisted procedures are now a core component of practice in many disciplines, and physicians are expected to be proficient with this technology. The additional capacity will allow our medical staff to maintain their proficiency by increasing the availability of robotic surgery for patients. Expanding our capacity enables us to integrate robotic training into clinical care more meaningfully and consistently, so that the next generation of surgeons is prepared to deliver the level of care our communities increasingly expect.

Overall, adding a da Vinci DV5 will expand access to high-demand surgical technology, support physician training and maintenance skills, and improve patient outcomes. It's a strategic step that strengthens both clinical care and long-term workforce development.

Sincerely,

Hamnah Siddiqui
Obstetrician and Gynecologist

SSM Health | Medical Group

SSM HEALTH
MEDICAL GROUP -
OB/GYN
1120 Shackelford
FLORISSANT MO
63031-4369
314-921-4420

10/16/ 2025

Via Email: CONP@health.mo.gov

Ms. Alison Dorge

Program Coordinator

Missouri Certificate of Need Program

920 Wildwood Drive

Jefferson City, MO 65109

Re: Letter in Support of Application #6216 HS

Dear Ms. Dorge,

I am a Board certified OBGYN currently serving as member of the SSM DePaul Medical Group at SSM Health DePaul Hospital - St. Louis. I collaborate with a diverse team of healthcare providers to provide high-quality, compassionate, and evidence-based care to my patient population. My daily responsibilities include rounding on patients in the hospital, managing labor patients, discussing patient care with nurses etc in the hospital and Labor and Delivery, seeing patients in the office setting, mentoring medical students at DePaul and most importantly for this purpose, performing gyn surgeries both minor cases and robotic hysterectomies.

I am writing to express my support for the planned acquisition of an additional da Vinci DV5 surgical robot at SSM DePaul Hospital. I believe this acquisition will benefit both our patients and the broader health care community in the St. Louis region. As the surgeon who performed the first robotic case at DePaul I have seen this program grow by leeps and bounds and our newer surgeons and OR staff have done a wonderful job of managing the increased volume well and that has had to be done with the limited availability we have had recently.

Robotic-assisted surgery has become an increasingly standard part of high-quality surgical care. While once reserved for specialized cases, platforms like the da Vinci system are now routinely used in general surgery, urology, gynecology, and other specialties, based on growing evidence of improved precision, reduced length of stay, lower postoperative complication rates, and faster recovery times for appropriate patients. Like many institutions, we are seeing rising demand for minimally invasive options, and our current robotic capacity has reached a point where it is limiting timely access to care.

Furthermore, robotic-assisted procedures are now a core component of practice in many disciplines, and physicians are expected to be proficient with this technology. The additional capacity will allow our medical

staff to maintain their proficiency by increasing the availability of robotic surgery for patients. Expanding our capacity enables us to integrate robotic training into clinical care more meaningfully and consistently, so that the next generation of surgeons is prepared to deliver the level of care our communities increasingly expect.

Overall, adding a da Vinci DV5 will expand access to high-demand surgical technology, support physician training and maintenance of skills, and improve patient outcomes. It's a strategic step that strengthens both clinical care and long-term workforce development.

Sincerely,

Caroline Werner MD F.A.C.O.G

CENTER FOR REPRODUCTIVE MEDICINE & ROBOTIC SURGERY

SAJI JACOB, MD, FACOG, HCLD

BOARD CERTIFIED OBSTETRICIAN & GYNECOLOGIST
REPRODUCTIVE ENDOCRINOLOGY & INFERTILITY
SPECIALIST BOARD CERTIFIED HIGH COMPLEXITY LAB DIRECTOR

October 22, 2025

Via Email: CONP@health.mo.gov

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

Re: Letter in Support of Application #6216 HS

Dear Ms. Dorge,

I am a board-certified gynecologist currently performing 95% of my surgeries at SSM Health DePaul Hospital - St. Louis ("SSM DePaul Hospital"). I collaborate with a diverse team of healthcare providers to provide high-quality, compassionate, and evidence-based care to a broad patient population. In the past two years, I have performed over 100 robotic-assisted surgeries at SSM DePaul Hospital.

I am writing to express my support for the planned acquisition of an additional da Vinci DV5 surgical robot at SSM DePaul Hospital. I believe this acquisition will benefit both our patients and the broader health care community in the St. Louis region.

Robotic-assisted surgery has become an increasingly standard part of high-quality surgical care. While once reserved for specialized cases, platforms like the da Vinci system are now routinely used in general surgery, urology, gynecology, and other specialties, based on growing evidence of improved precision, reduced length of stay, lower postoperative complication rates, and faster recovery times for appropriate patients. Like many institutions, we are seeing rising demand for minimally invasive options, and our current robotic capacity has reached a point where it is limiting timely access to care.

Furthermore, robotic-assisted procedures are now a core component of practice in many disciplines, and physicians are expected to be proficient with this technology. The additional capacity will allow our medical staff to maintain their proficiency by increasing the availability of robotic surgery for patients. Expanding our capacity enables us to integrate robotic training into clinical care more meaningfully and consistently, so that the next generation of surgeons is prepared to deliver the level of care our communities increasingly expect.

Overall, adding a da Vinci DV5 will expand access to high-demand surgical technology, support physician training and maintenance of skills, and improve patient outcomes. It's a strategic step that strengthens both clinical care and long-term workforce development.

Sincerely,

Saji Jacob, MD, HCLD, FACOG

Center for Reproductive Medicine and Robotic Surgery
844 North New Ballas Court, St. Louis, MO 63141
OB-GYN Department Staff

October 20, 2025

Via Email: CONP@health.mo.gov

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

Re: Letter in Support of Application #6216 HS

Dear Ms. Dorge,

I am Dr. Taquir Ahmed, a board-certified General Surgeon currently practicing at SSM Health DePaul Hospital - St. Louis. I work alongside a diverse team of healthcare providers to deliver high-quality, compassionate, and evidence-based care to a broad patient population. My daily responsibilities include managing both inpatient and outpatient care for a variety of surgical issues and participating in nursing education.
I am writing to express my strong support for the planned acquisition of an additional da Vinci DV5 surgical robot at SSM DePaul Hospital. I believe this acquisition will greatly benefit our patients and the broader healthcare community in the St. Louis region.
Robotic-assisted surgery has become an increasingly standard part of high-quality surgical care. While once reserved for specialized cases, platforms like the da Vinci system are now routinely used in general surgery, urology, gynecology, and other specialties. This is based on growing evidence of improved precision, reduced length of stay, lower postoperative complication rates, and faster recovery times for appropriate patients. Like many institutions, we are experiencing rising demand for minimally invasive options, and our current robotic capacity has reached a point where it is limiting timely access to care in a population with already limited access to care. Currently, we have one robot shared between 15 surgeons, which further emphasizes the need to add another to improve access for patients on campus.

Furthermore, robotic-assisted procedures are now a core component of practice in many disciplines, and physicians are expected to be proficient with this technology. The additional capacity will allow our medical staff to maintain their proficiency by increasing the availability of robotic surgery for patients. Expanding our capacity enables us to integrate robotic training into clinical care more meaningfully and consistently, so that the next generation of surgeons is prepared to deliver the level of care our communities increasingly expect.

Overall, adding a da Vinci DV5 will expand access to high-demand surgical technology, support physician training and maintenance of skills, and improve patient outcomes. It's a strategic step that strengthens both clinical care and long-term workforce development.

Sincerely,

Tauqir Ahmed, MD, FACS
General Surgery 10-20-25

Attachment II.7

ST. LOUIS POST-DISPATCH

AFFIDAVIT OF PUBLICATION

Greensfelder, Hemker & Gale, P.C./UB Greensfelder
10 S. Broadway, Suite 2000
St Louis, MO 63102
Attn: Kathy Butler / Kelsey Robertson (Affidavit Enclosed)

Ad Number: 152427 PO: Kelsey Robertson Description: SSM DePaul Hospital

THE ATTACHED ADVERTISEMENT WAS PUBLISHED
In the St. Louis Post-Dispatch on the following date(s): 09/26/2025

A version of the ad also appeared on STLtoday.com Starting: 09/26/2025

SSM DePaul Hospital – St. Louis plans to acquire an additional Da Vinci Xi dual-console surgical robot, subject to Certificate of Need approval by the Missouri Health Facilities Review Committee. This request is submitted under Application #6216 HS. Email Johanna Ananth at jananth@ubglaw.com with questions, comments, or concerns.

COMPANY REPRESENTATIVE

SWORN TO AND SUBSCRIBED BEFORE ME
THIS October 2, 2025

Whitney M Donovan

NOTARY PUBLIC, CITY OF ST.LOUIS

WHITNEY M. DONOVAN
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 15633211
My Commission Expires 02-25-2027

Attachment II.8

UBGreensfelder™

Johanna R. Ananth
Associate

DIRECT 314.345.4732
MOBILE 301.800.2117
EMAIL JAnanth@ubglaw.com

October 8, 2025

Via Email (angelleen.peterslewis@bjc.org)

Dr. Angelleen Peters-Lewis
Barnes Jewish West County Hospital
12634 Olive Blvd.
St. Louis, MO 63141

Re: CON Notification – Planned Acquisition of da Vinci 5 Surgical Robot at SSM Health DePaul Hospital - St. Louis

Dear Dr. Peters-Lewis:

SSM Health DePaul Hospital - St. Louis is applying to the Missouri Health Facilities Review Committee to acquire an additional da Vinci 5 surgical robot.

In accordance with Missouri Certificate of Need requirements, we are notifying you of this filing.

If you have any questions or concerns about the project, please contact me at jananth@ubglaw.com or (310)-800-2117.

Sincerely,

UB GREENSFELDER LLP

By: Johanna Ananth

Johanna Ananth

10 South Broadway
Suite 2000
St. Louis, MO 63102-1747

FIRM 314.241.9090 FAX 314.241.8624

Attachment II.9

UBGreensfelder™

Johanna R. Ananth
Associate
DIRECT 314.345.4732
MOBILE 301.800.2117
EMAIL JAnanth@ubglaw.com

October 8, 2025

Via Email (rick.stevens@bjc.org)

Mr. Rick Stevens
Christian Hospital Northeast-Northwest
11133 Dunn Rd.
St Louis, MO 63136

Re: CON Notification – Planned Acquisition of da Vinci 5 Surgical Robot at SSM Health DePaul Hospital - St. Louis

Dear Mr. Stevens:

SSM Health DePaul Hospital - St. Louis is applying to the Missouri Health Facilities Review Committee to acquire an additional da Vinci 5 surgical robot.

In accordance with Missouri Certificate of Need requirements, we are notifying you of this filing.

If you have any questions or concerns about the project, please contact me at jananth@ubglaw.com or (310)-800-2117.

Sincerely,

UB GREENSFELDER LLP

By: Johanna Ananth

Johanna Ananth

10 South Broadway
Suite 2000
St. Louis, MO 63102-1747

FIRM 314.241.9090 FAX 314.241.8624

Attachment II.10

UBGreensfelder™

Johanna R. Ananth
Associate
DIRECT 314.345.4732
MOBILE 301.800.2117
EMAIL JAnanth@ubglaw.com

October 8, 2025

Via Email (david.meiners@mercy.net)

Mr. David Meiners
Mercy Hospital St. Louis
615 S New Ballas Rd.
St. Louis, MO 63141

Re: CON Notification – Planned Acquisition of da Vinci 5 Surgical Robot at SSM Health DePaul Hospital - St. Louis

Dear Mr. Meiners:

SSM Health DePaul Hospital - St. Louis is applying to the Missouri Health Facilities Review Committee to acquire an additional da Vinci 5 surgical robot.

In accordance with Missouri Certificate of Need requirements, we are notifying you of this filing.

If you have any questions or concerns about the project, please contact me at jananth@ubglaw.com or (310)-800-2117.

Sincerely,

UB GREENSFELDER LLP

By: Johanna Ananth

Johanna Ananth

Attachment II.11

UBGreensfelder™

Johanna R. Ananth
Associate

DIRECT 314.345.4732
MOBILE 301.800.2117
EMAIL JAnanth@ubglaw.com

October 8, 2025

Via Email (andrew.bagnall@stlukes-stl.com)

Mr. Andrew Bagnall
St. Luke's Hospital
232 S Woods Mill Rd.
Chesterfield, MO 63017

Re: CON Notification – Planned Acquisition of da Vinci 5 Surgical Robot at SSM Health DePaul Hospital - St. Louis

Dear Mr. Bagnall:

SSM Health DePaul Hospital - St. Louis is applying to the Missouri Health Facilities Review Committee to acquire an additional da Vinci 5 surgical robot.

In accordance with Missouri Certificate of Need requirements, we are notifying you of this filing.

If you have any questions or concerns about the project, please contact me at jananth@ubglaw.com or (310)-800-2117.

Sincerely,

UB GREENSFELDER LLP

By: Johanna Ananth

Johanna Ananth

10 South Broadway
Suite 2000
St. Louis, MO 63102-1747

FIRM 314.241.9090 FAX 314.241.8624

Attachment II.12

UBGreensfelder™

Johanna R. Ananth
Associate

DIRECT 314.345.4732
MOBILE 301.800.2117
EMAIL JAnanth@ubglaw.com

October 8, 2025

Via Email (ann.abad@bjc.org)

Ms. Ann Abad
Missouri Baptist Medical Center
3015 N Ballas Rd.
St. Louis, MO 63131

Re: CON Notification – Planned Acquisition of da Vinci 5 Surgical Robot at SSM Health DePaul Hospital - St. Louis

Dear Ms. Abad:

SSM Health DePaul Hospital - St. Louis is applying to the Missouri Health Facilities Review Committee to acquire an additional da Vinci 5 surgical robot.

In accordance with Missouri Certificate of Need requirements, we are notifying you of this filing.

If you have any questions or concerns about the project, please contact me at jananth@ubglaw.com or (310)-800-2117.

Sincerely,

UB GREENSFELDER LLP

By: Johanna Ananth

Johanna Ananth

10 South Broadway
Suite 2000
St. Louis, MO 63102-1747

FIRM 314.241.9090 FAX 314.241.8624

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.**

   Historical utilization data for the existing unit over the past three years:
   - 2022: 499 procedures
   - 2023: 536 procedures
   - 2024: 563 procedures

   Projected utilization data for the new unit over the next three years:
   - 2026: 803 procedures
   - 2027: 857 procedures
   - 2028: 912 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;
   - Food and Drug Administration approval;
   - The need methodology used by this proposal in order to assess efficacy and cost impact of the proposal; and
   - The degree of partnership, if any, with other institutions for joint use and financing.

   Not applicable

DIVIDER IV

FINANCIAL FEASIBILITY REVIEW CRITERIA & STANDARDS

DIVIDER IV – Financial Feasibility 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.**

   See Attachment IV.1.

2. **Provide Service-Specific Revenues and Expenses (Form MO 5801865) for the latest three (3) years, and projected through three (3) years beyond project completion.**

   See Attachment IV.2.

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

   SSM Health employs a market-based hospital pricing strategy to align and remain competitive with Hospital IP & OP services. Ancillary Procedures (Technical/Facility Component) charges will be computed using the local peer competitor price data when available. The Medicare OPPS APC Wage Index Adjusted Payment Rate will be used as a benchmark comparison when available. The Contracting Analytics team will provide input for charges affected by payor contract fee schedules.

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

   SSM Health is committed to providing financial assistance to people who are without insurance, underinsured, ineligible for a government program, or otherwise unable to pay for medically necessary care. SSM Health will provide care of emergency medical conditions to individuals regardless of their ability to pay.

   Financial assistance is based on need and determined by Federal Poverty Levels, which includes income and number of family members. Financial need does not consider age, gender, race, social, or immigrant status, sexual orientation or religious affiliation. SSM Health limits the amount charged for emergency and medically necessary care provided to patients who are eligible for financial assistance under this policy to not more than gross charges for the care multiplied by the amounts generally billed percentage.

Divider IV

Attachments

Deloitte & Touche LLP
100 S 4th St Suite 300
St. Louis, MO 63102
USA

Tel: (314) 342-4900
Fax: x
www.deloitte.com

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
SSM Health Care Corporation
St. Louis, Missouri

Opinion

We have audited the consolidated financial statements of SSM Health Care Corporation and subsidiaries (doing business as SSM Health) (SSMH), which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively referred to as the "financial statements").

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of SSMH as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement

resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

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

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

Deloitte & Touche LLP

March 20, 2024

SSM HEALTH

CONSOLIDATED BALANCE SHEETS
AS OF DECEMBER 31, 2023 AND 2022
(In thousands)

	2023	2022
ASSETS		
CURRENT ASSETS:		
Cash and cash equivalents	$ 640,816	$ 574,339
Investments	20,479	112,203
Current portion of assets limited as to use or restricted	519,413	454,838
Patient accounts receivable	934,411	976,730
Pharmacy claims and rebates receivable	1,196,998	900,547
Other receivables	125,745	151,393
Inventories, prepaid expenses, and other	269,311	274,458
Estimated third-party payor settlements	75,288	7,812
Assets held for sale	25,650	-
Total current assets	3,808,111	3,452,320
ASSETS LIMITED AS TO USE OR RESTRICTED—Excluding current portion	3,499,206	3,232,722
PROPERTY AND EQUIPMENT—Net	2,841,331	2,860,691
OPERATING RIGHT-OF-USE ASSETS	221,142	194,735
OTHER ASSETS:		
Goodwill	528,949	289,661
Intangible assets—net	328,907	179,751
Investments in unconsolidated entities	328,563	383,567
Other	53,482	35,557
Total other assets	1,239,901	888,536
TOTAL	$ 11,609,691	$ 10,629,004

(Continued)

SSM HEALTH

CONSOLIDATED BALANCE SHEETS
AS OF DECEMBER 31, 2023 AND 2022
(In thousands)

	2023	2022
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES:		
Revolving line of credit	$ 97,410	$ -
Current portion of long-term debt and finance lease obligations	57,931	602,034
Accounts payable and accrued expenses	3,043,994	2,529,080
Short-term borrowings	665,180	443,580
Deferred revenue	24,385	19,961
Estimated third-party payor settlements	108,969	126,390
Other current liabilities	234,822	255,404
Total current liabilities	4,232,691	3,976,449
LONG-TERM DEBT—Excluding current portion	1,590,813	1,354,142
ESTIMATED SELF-INSURANCE OBLIGATIONS	119,012	117,239
OPERATING LEASE OBLIGATIONS—Excluding current portion	201,018	164,641
FINANCE LEASE OBLIGATIONS—Excluding current portion	16,006	14,640
PENSION LIABILITY	173,536	173,266
OTHER LIABILITIES	405,793	324,640
Total liabilities	6,738,869	6,125,017
NET ASSETS:		
Without donor restrictions:		
SSM Health net assets without donor restrictions	4,497,191	4,286,657
Noncontrolling interest in subsidiaries	185,488	74,297
Total net assets without donor restrictions	4,682,679	4,360,954
With donor restrictions	188,143	143,033
Total net assets	4,870,822	4,503,987
TOTAL	$ 11,609,691	$ 10,629,004

See notes to consolidated financial statements. (Concluded)

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: SSM Health DePaul Hosp. St.Louis-2r **Project #:** 6216 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 2023	Year 2024	Year 2025
Amount of Utilization:*	535	570	506
Revenue:			
Average Charge**	$35,810	$39,660	$39,827
Gross Revenue	$19,158,380	$22,606,083	$20,152,656
Revenue Deductions	13,705,501	16,500,970	14,658,352
Operating Revenue	5,452,878	6,105,112	5,494,305
Other Revenue	0	0	0
TOTAL REVENUE	**$5,452,878**	**$6,105,112**	**$5,494,305**
Expenses:			
Direct Expenses			
Salaries	1,610,241	1,822,422	1,636,057
Fees	0	0	0
Supplies	1,640,031	1,735,463	1,574,731
Other	883,114	1,209,330	1,288,215
TOTAL DIRECT	$4,133,386	$4,767,215	$4,499,003
Indirect Expenses			
Depreciation	157,187	169,239	169,698
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	383,368	515,532	389,615
TOTAL INDIRECT	$540,555	$684,771	$559,313
TOTAL EXPENSES	**$4,673,941**	**$5,451,986**	**$5,058,316**
NET INCOME (LOSS):	**$778,937**	**$653,126**	**$435,989**

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

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

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

****Indicate how overhead was calculated.

Certificate of Need Program

SERVICE-SPECIFIC REVENUES AND EXPENSES

Project Title: SSM Health DePaul Hosp. St.Louis-2r **Project #:** 6216 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 2026	2027	2028
Amount of Utilization:*	803	857	912
Revenue:			
Average Charge**	$40,624	$41,436	$42,265
Gross Revenue	$32,621,016	$35,511,003	$38,545,808
Revenue Deductions	23,727,409	25,829,487	28,036,900
Operating Revenue	8,893,607	9,681,516	10,508,908
Other Revenue	0	0	0
TOTAL REVENUE	**$8,893,607**	**$9,681,516**	**$10,508,908**
Expenses:			
Direct Expenses			
Salaries	2,700,205	2,997,059	3,316,979
Fees	0	0	0
Supplies	2,598,990	2,884,717	3,192,645
Other	2,126,116	2,359,856	2,611,757
TOTAL DIRECT	$7,425,311	$8,241,632	$9,121,381
Indirect Expenses			
Depreciation	576,152	576,152	576,152
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	643,033	713,727	789,913
TOTAL INDIRECT	$1,219,185	$1,289,879	$1,366,065
TOTAL EXPENSES	**$8,644,496**	**$9,531,511**	**$10,487,446**
NET INCOME (LOSS):	**$249,111**	**$150,005**	**$21,462**

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

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

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

****Indicate how overhead was calculated.