Request No. EQR2024-005
Date Received
Received By tml

RECEIVED
May 03 2024
STATE HEALTH PLANNING AND DEVELOPMENT AGENCY

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100 NORTH UNION STREET, SUITE 870MONTGOMERY,
ALABAMA 36104

REQUEST FOR DETERMINATION OF EXEMPTION STATUS FOR REPLACEMENT OF EXISTING EQUIPMENT

A filing fee in the amount of $ $777.50 has been submitted with this application.

Requestor Identification (Check one)

☑ Hospital ☐ Nursing Home ☐ Other (Specify) _____

A. Jessica C. McGraw
Name of Requestor

317 McWilliams Avenue | Camden | Wilcox
Address | City | County

Alabama | 36726 | 334-682-4131
State | Zip | Phone Number

B. J. Paul Jones Hospital
Name of Facility/Organization (if different from A)

317 McWilliams Avenue | Camden | Wilcox
Address | City | County

Alabama | 36726 | 334-682-4131
State | Zip | Phone Number

C. City/County Governmental Entity-Wilcox Hospital Board
Name of Legal Owner (if different from A or B)

317 McWilliams Avenue | Camden | Wilcox
Address | City | County

Alabama | 36726 | 334-682-4131
State | Zip | Phone Number

D. Jessica C. McGraw
Name and Title of Person Representing Proposal and With Whom SHPDA Should Communicate

317 McWilliams Avenue | Camden | Wilcox
Address | City | County

Alabama | 36726 | 334-682-4131
State | Zip | Phone Number

DESCRIPTION OF EQUIPMENT TO BE REPLACED

A. Manufacturer:

General Electric

B. Serial Number:

not available

C. Model:

Brightspeed Elite 16 slice

D. Name of Equipment:

CT Scanner

DESCRIPTION OF PROPOSED NEW EQUIPMENT

General Electric

not available

Optima 660 64/128 slice

CT Scanner

E. Fair Market Value of Equipment at Present:

$0. Equipment to be replaced is an operating lease and does not hold fair market value for J. Paul Jones Hospital.

E. Cost of Equipment (include written price quote):

Operating lease: $8,450 per month
New purchase: $311,000 (quote included)

F. Describe Use of Current Equipment:

Computed tomography and computed tomography angiography

G. Describe Use of Proposed Equipment:

Computed tomography and computed tomography angiography

H. List any attachments or additional procedures associated with this new equipment not performed by old equipment:

no new attachments or additional procedures will be included with new equipment that is not already with current equipment.

H. Can any procedures be performed with the proposed new equipment that cannot be performed with the replaced equipment? If yes, describe in detail:

NO

I. Location of Existing Equipment (Include Room Number):

JPJH CT Suite; the current external modular building will be upgraded/replaced to provide substantial load bearing capacities for the new equipment. No material differences will be noted in comparison to the current suite.

J. List specially trained or qualified Personnel necessary for operation of equipment:

no changes to current staff required

K. What use will be made of old equipment when replaced? (Trade in on new equipment, used as back up, parts, etc.)

operating lease terminated and equipment returned to owner

L. List job titles of any additional Personnel that will be required to operate the new equipment.

no changes to current staff required

M. Describe any renovation or new construction that will be necessary for the installation of the replacement equipment and cost.

JPJH CT Suite; the current external modular building will be upgraded/replaced to provide substantial load bearing capacities for the new equipment. No material differences will be noted in comparison to the current suite. Cost of CT suite $468,000

N. Describe any new annual operating cost associated with this project such as maintenance contracts, salaries of new employees hired due to equipment, etc.

No material difference in annual operating costs associated with this project in comparison to current costs.

COST

A. Equipment Costs
Cost of equipment ONLY; do not list lease cost.
(Costs must be supported by price quote on manufacturer's stationary/letterhead). $ $311,000.00

B. Less Trade-In of Old Equipment -$ 0

C. Total Cost of Equipment $ 311,000.00

Calculation of fee for this Determination:

Multiply dollar amount in COST section (C. Total Cost of Equipment) by one percent (1%) (the application fee for a Certificate of Need);

- Non-Rural Hospitals:
  Twenty percent (20%) of the calculation obtained above.
- Rural Hospitals:
  Twenty-five percent (25%) of the calculation obtained above.

Include manufacturer's literature on old equipment, if available, and on the new equipment.

Include any other information pertinent to the determination.

The Executive Director may request any other information which is relevant to their decision.

CERTIFICATION

I certify that the information provided herein is true and correct and that there is no additional information which would be pertinent to this application which has not been provided. Further, I understand that any misrepresentation on this application or failure to include relevant information may void any favorable determination secured by such misrepresentation or omission.

Signature of Applicant

Jessica C. McGraw
Printed Name of Applicant

Chief Executive Officer/Administrator
Title of Applicant

Sworn to and subscribed before me this
1st day of May, 2024.

Monique B. Singleton
Notary Public (SEAL)

My Commission Expires October 12, 2027

assured IMAGING | a Rezolut company

7717 N. Hartman Lane • Tucson, AZ 85743
Phone: 888.233.6121 • Fax: 520.572.7138

QUOTE

Date: June 2, 2023
Quote #: GE_23621_RF
Customer: **J Paul Jones Hospital**

To: **J Paul Jones Hospital**
317 McWilliams Avenue
Camden, AL 36726

Prepared By: **Glynn Stone**

Qty	Description
1	**Refurbished GE Optima 660 64 Slice CT Scanner**

System Specifications

- High Quality Images
- Fast Exam Time
- 500lb Table Weight Limit
- Seamless Clinical Workflow
- Ultra-Compact, Air-Cooled Helios Gantry
- GE Optima CT660 64 Slice CT Specs:
- 70cm Aperture w Laser Positioning
- ± 30 degrees Gantry Tilt (Dual Side Gantry Controls)
- V-Res Detector Technology
- 0.35 Second Rotation Speed
- Multiple kV and mA Techniques
- Advanced 3D Application and Multi-Planar Reformatting
- GE microVoxel® technology
- HyperPlane Helical Reconstruction
- CrossBeam Correction
- OptiDose
- Accessories

Quote includes the following:

1. Project Management
2. Storage at warehouse (while site is under construction)
3. Freshly painted covers, new keyboard, and mouse
4. Site Planning Support
5. Architectural space planning (preliminary & final drawings)
6. Transportation from AZ to Alabama
7. Rigging of the CT system
8. Installation; including calibrations & QA testing
9. Medical filter installed to protect against electrical surges/spikes/sags
10. A1 Electrical panel
11. One (1) year warranty
12. Four (4) days of onsite applications

0_4 Speed	AVA Express	Noise Reduction Filter
100kVa	CardIQ Snapshot	Sub-0.4-Second-Scan
ASIR	High Pitch Helical 1.53	XtDisplay -ECGWave
XtDisplay One stop Scanning	EKG Viewer	Image Check
Organ Dose Modulation	SmartScore Pro	Dynamic Z-axis Tracking
Dynamic Transition	CardIQ Xpress Reveal	Ultra Kernal
AutoBone Xpress	Volume Viewer	CT Colono Pro3D EC
Overlapped Recon - Axial		

Total: $311,000.00*

** Plus applicable tax*

Payment Terms: Prepayment: 100% due upon confirmation of Equipment Ship date. Prepayment is required in full prior to scheduled installation date of Equipment.
Sales, use, Excise or similar taxes: Responsibility of purchaser and will be added to final invoice.
Delivery: Included.
Installation: Included to existing lines as stated above; buyer is responsible for site preparation.
Warranty: 1-year parts and labor.

Purchaser's Acceptance: The Purchaser hereby acknowledges that they have received and read Assured Imaging, LLC's Quotation, Terms and Conditions of Sales and Warranty and License Statement. The undersigned hereby accepts and agrees on behalf of the Purchaser to all Term and Conditions of this Quotation, and represents and warrants to Assured Imaging, LLC that the undersigned is authorized to execute this Agreement on behalf of the Purchaser.

By:_____

Signature Typed or Printed Name Title Date

Assured Imaging, LLC Acceptance: This Agreement shall be effective when accepted and executed by Assured Imaging, LLC in Tucson, Arizona.

By:_____

Signature Typed or Printed Name Title Date

TERMS AND CONDITIONS OF SALE

1. IN GENERAL. These terms and conditions apply to all bids, quotations, and purchase orders (each of which shall sometimes be referred to herein as an "Order") for the sale of products and/or services (collectively, "Products") by Assured Imaging. Except as specifically set forth in a document signed by the authorized representatives of Assured Imaging and the customer ("Buyer"), these terms and conditions represent the sole understanding between Assured Imaging and Buyer with respect to the purchase and sale of Products. If Buyer orders a Product from Assured Imaging, whether by purchase order, facsimile, or telephone, Buyer agrees that (a) these terms and conditions shall govern and control the purchase of such Product under such order, and (b) any additional or different terms or conditions in any purchase order, acknowledgment, or other document issued by Buyer or its representatives (i) shall not under any circumstances govern or control in any way the purchase of such Product under such order, (ii) shall not be binding on Assured Imaging unless they are expressly accepted in writing signed by a corporate officer of Assured Imaging, and (iii) shall be used merely for Buyer's administrative convenience and no other purpose.

2. PRICE. The prices for Products contained in this document do not include (a) site planning and preparation, (b) transportation of Products from Assured Imaging to Buyer's location, (c) taxes or duties, or (d) any handling, rigging, uncrating, storage, or other charges incidental to the shipment or delivery of Products. Prices to be charged for Products are subject to change by Assured Imaging at any time without notice.

3. PAYMENT TERMS. Buyer shall pay for each Product ordered by Buyer as specified: **Prepayment**: 100% due at time of order. An Invoice will be provided, payable upon receipt. Payment must be received in full prior to the scheduled Installation date of Equipment. All Invoiced Amounts shall be due upon receipt of Invoice. Buyer shall pay a late fee of one and one-half percent (1½%) or the maximum legal rate, whichever is less, on all balances outstanding more than thirty (30) days beyond the due date compounded and assessed for each month that such balances are past due. Notwithstanding anything to the contrary in this Agreement, Buyer's obligation to pay Vendor fees in accordance with the provisions of this Agreement shall not be dependent upon Buyer's billing and collection of patient and/or third-party payor accounts receivable. In any action initiated to enforce these terms and conditions following Buyer's default, Assured Imaging shall be entitled to recover, in addition to all damages, all costs and attorneys' fees incurred in connection with such action. Notwithstanding any of the foregoing to the contrary, all shipments made under these terms and conditions shall at all times be subject to the credit approval of Assured Imaging. If the financial responsibility of Buyer becomes impaired or otherwise unsatisfactory to Assured Imaging in its sole discretion, or Buyer fails to make any payment due to Assured Imaging in accordance with these terms and conditions, then Assured Imaging may defer making, or decline to make, any shipments of Products to Buyer except upon receipt of cash payments in advance or assurances of payment satisfactory to Assured Imaging in its sole discretion. Any alterations that are made to the specifications for a Product as stated in an Order issued by Buyer shall be at Buyer's sole expense. These terms and conditions relating to payments to be made by Buyer are subject to change by Assured Imaging at any time without notice. If any Products are delivered in installments, Buyer will pay for each installment in accordance with the terms and conditions hereof. If the shipment of a Product is delayed by Buyer, Buyer's payment to Assured Imaging for such Product will be due on the date on which Assured Imaging was prepared to make such shipment. Products held by Assured Imaging for Buyer shall be so held at Buyer's sole risk and expense.

4. SHIPPING AND DELIVERY TERMS; TITLE; RISK OF LOSS. All terms are **EX WORKS FACTORY** origin (Incoterms, 2000). Freight is prepaid and added. Title to the Product shall pass to Buyer upon delivery to the carrier at the point of origin. Notwithstanding such transfer of title, Assured Imaging reserves and retains, and Buyer hereby grants to Assured Imaging, a purchase money security interest under the Uniform Commercial Code in all Products covered by these terms and conditions until such time as full payment is received by Assured Imaging. Buyer shall cooperate fully with Assured Imaging with respect to the preparation, execution, and filing of all documents required in order for Assured Imaging to perfect its said security interest, and Buyer irrevocably appoints Assured Imaging as its attorney-in-fact to execute in Buyer's name and file all such documents for such purpose. Failure to pay the total purchase price of a Product when due shall give Assured Imaging the right, without liability, to repossess the Product, with or without notice, and/or to avail itself of any and all other legal rights and remedies that Assured Imaging might have under these terms and conditions at law or in equity. Risk of loss of or damage to a Product sold hereunder and shipped to Buyer shall pass to Buyer at the point of origin. Buyer is responsible for **AND IS HIGHLY RECCOMMENDED** to obtain insurance against such risks and hereby represents and warrants that it has, or will procure prior to any such shipment, sufficient insurance to protect Assured Imaging's interests until the total purchase price has been paid in full, and hereby agrees to assign to Assured Imaging the proceeds of any such insurance resulting from a claim by Buyer based upon loss of or damage to such Product should the purchase price not already have been paid in full. Buyer assumes the full responsibility for filing with any carrier and prosecuting any claims for loss of or damage to such Product and for any required shipment tracing.

5. SITE PREPARATION AND INSTALLATION. Buyer is solely responsible at its expense for (a) preparing the site for installation of any Product, (b) storing such Product after its delivery to Buyer, but prior to their installation, and (c) moving such Product from its delivery destination to the installation site in accordance with the manufacturer's specifications. Assured Imaging offers no warranty, and disclaims any liability, for the fitness or adequacy (or lack thereof) of the premises, or the utilities available at such premises, in which any Product is to be installed, used, or stored. Buyer shall indemnify, defend, and hold harmless Assured Imaging from and against any loss, damage, or claim arising out the fitness, adequacy, and/or condition of such premises or utilities.

6. GOVERNMENT APPROVALS. Buyer shall be solely responsible for obtaining, at its sole expense, all approvals issued by government agencies and quasi-public organizations that may be required, necessary, or desirable in connection with the purchase, installation, and use of any Products purchased from Assured Imaging.

7. WARRANTY AND DISCLAIMERS. Assured Imaging provides specific warranties with respect to the Products that it manufactures. All other Products are covered by warranty terms extended by the manufacturers or suppliers of such Products, and copies of such warranty terms are available from Assured Imaging upon written request. Unless Buyer maintains the premises in which it locates the Products purchased from Assured Imaging within all applicable published parameters, including without limitation any specified operating temperature and environment, the warranties provided hereunder shall be voided. Warranties are subject to change by Assured Imaging at any time without notice.

THE WARRANTIES REFERENCED HEREIN ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF ASSURED IMAGING. ASSURED IMAGING DOES NOT PROVIDE (OR AUTHORIZE ANY OTHER PARTY TO PROVIDE FOR IT) ANY OTHER WARRANTY IN CONNECTION WITH ANY OF THE PRODUCTS, AND ASSURED IMAGING DOES NOT ASSUME (OR AUTHORIZE ANY OTHER PARTY TO ASSUME FOR IT) ANY OTHER LIABILITY IN CONNECTION WITH ANY OF THE PRODUCTS.

8. LIMITATIONS ON LIABILITY. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL ASSURED IMAGING BE LIABLE TO BUYER OR ANY OTHER PARTY FOR ANTICIPATED PROFITS OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, BUSINESS, REVENUES, OR GOODWILL, LOSS OF USE OF THE PRODUCTS OR LOSS OF USE OR DAMAGE TO ANY ASSOCIATED EQUIPMENT, COSTS INCURRED TO ASSOCIATED BUILDINGS, COST OF CAPITAL, SUBSTITUTE PRODUCTS, FACILITY SERVICES, OR REPLACEMENT POWER) WITH RESPECT TO ANY CLAIM ARISING OUT OF OR IN CONNECTION WITH (A) ANY PURCHASE OF PRODUCTS THAT IS MADE SUBJECT TO THESE TERMS AND CONDITIONS, OR (B) ANY ORDER THAT IS ISSUED OR ACCEPTED SUBJECT TO THESE TERMS AND CONDITIONS, REGARDLESS OF WHETHER SUCH CLAIM SOUNDS IN TORT, CONTRACT, BREACH OF WARRANTY, OR ANY OTHER THEORY. THE REMEDIES GRANTED CUSTOMER HEREIN ARE SOLE AND EXCLUSIVE. IN NO EVENT SHALL ASSURED IMAGING'S LIABILITY HEREUNDER EXCEED THE PURCHASE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED. BUYER ACKNOWLEDGES THAT ITS EXCLUSIVE REMEDIES SET FORTH HEREIN ALLOCATE

RISKS BETWEEN THE PARTIES FAIRLY AND IN A MANNER THAT UNDER NO CIRCUMSTANCES WILL CAUSE SUCH REMEDIES, INCLUDING WITHOUT LIMITATION ITS WARRANTY RIGHTS, TO FAIL OF THEIR ESSENTIAL PURPOSE.

9. **TRANSFERABILITY.** If Buyer desires to transfer title to or lease a Product sold hereunder to any third party, Buyer shall first obtain from such third party a written agreement affording Assured Imaging the protections provided to Assured Imaging under Sections 8 and 9 of these terms and conditions, and no such purported transfer of title or lease of such a Product shall be effective unless Buyer has first fully complied with this Section 10.

10. **GRATUITOUS ADVICE.** Assured Imaging may, from time to time, in response to an inquiry from Buyer or for other reasons, provide gratuitous advice and/or assistance concerning any Product purchased under these terms and conditions or any system or equipment in which any such Product may be installed. Such advice shall not be construed as a representation of any fact or condition and may not be relied upon by Buyer. Buyer shall exercise its own diligence and prudence concerning such Product, the installation or operation of such Product, and any such gratuitous advice and/or assistance provided by Assured Imaging. Assured Imaging offers no warranty and assumes no liability whether in contract, tort (including negligence or strict liability), or otherwise in connection with any such gratuitous advice and/or assistance provided by Assured Imaging or any of its employees or contractors. Buyer agrees not to bring any action or claim against Assured Imaging in connection with any such gratuitous advice and/or assistance provided by Assured Imaging. Buyer shall indemnify, defend, and hold harmless Assured Imaging from and against any loss, damage, or claim arising out of any such gratuitous advice and/or assistance provided by Assured Imaging.

11. **FORCE MAJEURE.** Neither Buyer nor Assured Imaging shall be liable for any failure to perform its obligations (except any obligations to make payments) under these terms and conditions where such failure results from acts beyond its reasonable control, including without limitation acts of God, strikes, lockouts, riots, acts of war, epidemics, government regulations superimposed after the fact, fire, communication line failures, computer viruses, power failures, earthquakes, or other disasters.

12. **EXPORT.** Buyer shall not export or otherwise transfer, either directly or indirectly, any Products purchased from Assured Imaging or any items of subsequent manufacture containing or utilizing such Products to any country outside the United States without obtaining a valid export license from the United States Department of Commerce and any other license, permit, approval, or similar authorization that may be required by law.

13. **MODIFICATIONS.** These terms and conditions may be modified only in a writing signed by a duly authorized corporate officer of Assured Imaging.

14. **GOVERNING LAW.** These terms and conditions are to be interpreted and enforced under the laws of Arizona without regard to any provisions or principles of such laws having to do with conflicts of law.

15. **ENTIRE AGREEMENT.** The terms and conditions of sale set forth herein contain the entire agreement between the parties relating to the sale of the products by Assured Imaging, and all prior or contemporaneous agreements are excluded, whether oral or in writing. Such terms and conditions shall control, irrespective of any inconsistent or conflicting terms and conditions specified by Buyer, and Assured Imaging shall not be bound by any additional, inconsistent or different terms, whether printed or otherwise, unless made in writing and signed by a corporate officer of Assured Imaging. No statement, representation, promise, or inducement as to the subject matter hereof which is not included in this Agreement shall be binding upon the parties hereto.