

**From:** [Chastain, John](#)  
**To:** [Lux, Mackinzey](#)  
**Subject:** RE: CON #6075 HS  
**Date:** Thursday, March 7, 2024 3:35:19 PM  
**Attachments:** [image001.png](#)  
[ATT00001.png](#)  
[Cox Medical Centers-South - Intuitive Purchase Quote.pdf](#)  
[Commerce Trust Company Financing Letter.pdf](#)

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Hi Mackinzey,

Per your request, I've attached an updated quote and financing letter. I can also confirm the address is 3801 S. National Ave. This is the address for South Hospital Campus.

Let me know if you need anything else.

Thanks,

**John Chastain MHA, CHFP, CSAF**

VP of Finance & Revenue Cycle, VP Staff

Phone: (417) 269-7438 | Fax: (417) 269-3104 | Mobile: (417) 839-3234

[John.Chastain@coxhealth.com](mailto:John.Chastain@coxhealth.com)

[coxhealth.com](http://coxhealth.com)



---

**From:** Lux, Mackinzey <Mackinzey.Lux@health.mo.gov>

**Sent:** Monday, March 4, 2024 7:46 AM

**To:** Nunn, Will <Will.Nunn@coxhealth.com>

**Cc:** Chastain, John <John.Chastain@coxhealth.com>

**Subject:** RE: CON #6075 HS

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Will,

You or John will need to complete a Contact Correction sheet for each open project. Until that is done, John will not receive correspondence on any open CONs.

If you have any questions, please let me know.

*Mackinzey Lux*

Assistant Program Coordinator, Certificate of Need  
Department of Health and Senior Services

920 Wildwood Drive, P.O. Box 570  
Jefferson City, MO 65102  
OFFICE: 573-751-6403  
FAX: 573-751-7894  
EMAIL: [mackinzey.lux@health.mo.gov](mailto:mackinzey.lux@health.mo.gov)  
<http://health.mo.gov/information/boards/certificateofneed/index.php>

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**From:** Nunn,Will <[Will.Nunn@coxhealth.com](mailto:Will.Nunn@coxhealth.com)>  
**Sent:** Monday, March 4, 2024 7:04 AM  
**To:** Lux, Mackinzey <[Mackinzey.Lux@health.mo.gov](mailto:Mackinzey.Lux@health.mo.gov)>  
**Cc:** Chastain,John <[John.Chastain@coxhealth.com](mailto:John.Chastain@coxhealth.com)>  
**Subject:** RE: CON #6075 HS

My apologies, I was clinic side on Friday afternoon. I have recently taken a new role in the health system, I am including John Chastain on this email as he is taking over CON, he will also be the one attending this morning's meeting.

#### **Will Nunn**

Operations Coordinator, Musculoskeletal SL Admin  
[Will.Nunn@coxhealth.com](mailto:Will.Nunn@coxhealth.com)  
[coxhealth.com](http://coxhealth.com)



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**From:** Lux, Mackinzey <[Mackinzey.Lux@health.mo.gov](mailto:Mackinzey.Lux@health.mo.gov)>  
**Sent:** Friday, March 1, 2024 12:57 PM  
**To:** Nunn,Will <[Will.Nunn@coxhealth.com](mailto:Will.Nunn@coxhealth.com)>  
**Subject:** CON #6075 HS

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After reviewing #6075 HS, I need some additional information.

- Please verify that this is the fifth unit at the address 3801 S National Ave.
- The Intuitive quote states its valid until 12/31/2023. Is this still valid?
- The Commerce Trust Company letter is dated 12/15/2023. Provide a more current financial letter.

**This information is needed by Monday, March 11, 2024.**

*Mackinzezy Lux*

Assistant Program Coordinator, Certificate of Need

Department of Health and Senior Services

920 Wildwood Drive, P.O. Box 570

Jefferson City, MO 65102

OFFICE: 573-751-6403

FAX: 573-751-7894

EMAIL: [mackinzezy.lux@health.mo.gov](mailto:mackinzezy.lux@health.mo.gov)

<http://health.mo.gov/information/boards/certificateofneed/index.php>

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# Commerce Trust Company

Wealth | Investments | Planning

March 7, 2024

Ms. Karla Houchins, Program Coordinator  
Missouri Certificate of Need Program  
3418 Knipp Drive, Suite F  
P. O. Box 570  
Jefferson City, MO 65102

RE: CoxHealth  
Certificate of Need

Dear Ms. Houchins,

The purpose of this communication is to advise you that CoxHealth has maintained a banking relationship with Commerce Bank for many years and has consistently maintained liquidity and capital reserves sufficient to support a capital and construction expenditure of \$2.2 million dollars.

Please do not hesitate to give me a call at 417.837.5264 if you have any questions or if I can be of additional assistance.

Sincerely,

J. Duke Harshberger  
Vice President  
Commerce Trust Company

Cc: Jake McWay, CFO CoxHealth



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

Quote Details

Quote ID	Q-00044986
Quote Date	3/7/2024
Valid Until	06/28/2024
Sales Rep	Nick Purcell
Phone Number	+1-314-495-2080
Email	nick.purcell@intusurg.com

Company Information

Hospital Name	Cox Medical Centers-South
SF ID/IDN Affiliation	13446/CoxHealth
Address	3801 S National Ave
City, State, Zip	Springfield, Missouri, 65807
Contact Name	
Telephone	

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

Part Number	Qty	Item	Price	Subtotal
<b>Systems</b>				
	1	da Vinci Xi® Single Console System One (1): da Vinci Xi System Surgeon Console One (1): da Vinci Xi System Patient Cart One (1): da Vinci Xi System Vision Cart  da Vinci Xi System Documentation da Vinci Xi System Software Training Instrument Starter Kit Accessory Starter Kit Drapes Vision Equipment  (All Kits subject to change without notice)	\$ 1,900,000.00	\$ 1,900,000.00
<b>Upgrades</b>				
	1	E-100 Generator	\$ 25,000.00	\$ 25,000.00
	1	Da Vinci Xi Table Motion Upgrade	\$ 75,000.00	\$ 75,000.00
	1	Intuitive Hub containing: - Media Manager - Telepresence	\$ 40,000.00	\$ 40,000.00
<b>Freight</b>				
	1	System Freight - Central (AR, IA, IL, KS, LA, MN, MO, ND, NE, OK, SD, TX, WI)	\$ 10,750.00	\$ 10,750.00
<b>Total</b>				<b>\$ 2,050,750.00</b>

Part Number	Months	Item	Price	Annual Service Fee
<b>Service</b>				
	12	da Vinci Xi-Single Console-Human Use (Systems)-SERVICE PLAN : DVCOMPLETE CARE-Warranty (Included)	\$ 0.00	\$ 0.00
	48	da Vinci Xi-Single Console-Human Use (Systems)-SERVICE PLAN : DVCOMPLETE CARE-After Warranty Service (Annual)	\$ 154,000.00	\$ 154,000.00
	12	SERVICE PLAN : DV HUB-Warranty (Included)	\$ 0.00	\$ 0.00
	48	SERVICE PLAN : DV HUB-After Warranty Service (Annual)	\$ 7,000.00	\$ 7,000.00

## Terms and Conditions

### 1) System Terms and Conditions:

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

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

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

### 2) System Upgrade Terms and Conditions:

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

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

### 3) I&A Terms and Conditions:

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

### 4) Return Goods Policy :

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

### 5) Exchange Goods Policy :

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

### 6) Credit Policy :

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

### 7) Miscellaneous :

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

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

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

**EXHIBIT A**  
**Deliverables, Price and Delivery**

**da Vinci® Xi™ Single Console System (Firefly™ Fluorescence Imaging Enabled)**

One (1): da Vinci® Xi™ System Surgeon Console  
One (1): da Vinci® Xi™ System Patient Cart  
One (1) da Vinci® Xi™ System Vision Cart  
Warranty period: One (1) year from the Acceptance.

da Vinci® Xi™ System Documentation including:  
User's Manual For System  
Warranty period: n/a

User's Manual for Instruments and Accessories  
Warranty period: n/a

One (1) da Vinci® Xi™ Cleaning & Sterilization Kit  
Warranty period: 90 days from Acceptance  
Two (2) da Vinci® Xi™ Instrument Release Kit (IRK)  
Warranty period: 90 days from Acceptance

da Vinci® Xi™ System Software  
Warranty period: One (1) year from the Acceptance.

Instrument and Accessories including:

Accessory Starter Kit  
Two (2): Box of 6: 8 mm Bladeless Obturator  
One (1): 8 mm Blunt Obturator  
Four (4): Box of 10: 5 mm - 8 mm Universal Seal  
Four (4): 8 mm Cannula  
Three (3): Monopolar Energy Instrument Cord  
Three (3): Bipolar Energy Instrument Cord  
One (1): Box of 3: da Vinci® Xi™ Gage Pin  
Three (3): Instrument Introducer  
One (1): Box of 10: Tip Cover for Hot Shears™ (MCS)  
One (1): Pmed Cable, Covidien ForceTraid ESU  
Warranty period: 90 days from Acceptance

Drapes  
Two (2): Pack of 20 da Vinci® Xi™ Arm Drape  
One (1): Pack of 20 da Vinci® Xi™ Column Drape  
Warranty period: 90 days from Acceptance

Vision Equipment:  
Two (2): da Vinci® Xi™ Endoscope with Camera, 8 mm 0 degree  
Two (2): da Vinci® Xi™ Endoscope with Camera, 8 mm 30 degree  
Four (4): da Vinci® Xi™ Endoscope Sterilization Trays  
Warranty period: One (1) year from the Acceptance.

Training Instrument Starter Kit  
One (1): Large Needle Driver  
One (1): ProGrasp™ Forceps  
One (1): Maryland Bipolar Forceps  
One (1): Hot Shears™ (Monopolar Curved Scissors)  
One (1): Tip-Up Fenestrated Grasper  
One (1): Mega™ SutureCut™ Needle Driver  
Warranty period: 90 days from Acceptance

(all kits subject to change without notice) (rev 4/2015)



**From:** [Chastain, John](#)  
**To:** [Lux, Mackinzey](#)  
**Subject:** RE: CON 6075 HS  
**Date:** Monday, April 15, 2024 3:27:38 PM  
**Attachments:** [ATT00001.png](#)  
[CON Rep form 6075HS Chastain.pdf](#)

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Hi Mackinzey,

Attached is the registered representative form for project 6075HS. On the losses, there are a couple of contributing factors.

- This volume represents the workload of 5 DaVinci Robots. As we have grown and matured our program, these more advanced robots are taking on higher complexity cases, that often carry a larger financial loss on a per case basis.
- In 2022 we began a switch to the AMP program. This removes the upfront capital cost of acquiring the robot, but requires that we pay a fee to Intuitive on a per use basis. This leads to substantial increases in the “Other” costs category.
- Since the pandemic, labor and supply costs have increased substantially. We have seen a roughly 39% increase in wage costs across the organization.
- Adjacent to that point, given the economic environment and our position as a not-for profit, mission based facility, you can see our charges have not increased at that same rate. Our charges have only grown by roughly 3%.
- As our program has grown, so has the necessary overhead to run a robotic specific program. We now have a dedicated medical director over robotics, dedicated analytics and scheduling staff and other key resources that help us manage our program.

Let me know if you have any questions on that application.

**John Chastain MHA, CHFP, CSAF**

VP of Finance & Revenue Cycle, VP Staff

Phone: (417) 269-7438 | Fax: (417) 269-3104 | Mobile: (417) 839-3234

[John.Chastain@coxhealth.com](mailto:John.Chastain@coxhealth.com)

[coxhealth.com](http://coxhealth.com)



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**From:** Lux, Mackinzey <Mackinzey.Lux@health.mo.gov>  
**Sent:** Friday, April 12, 2024 8:21 AM  
**To:** Chastain,John <John.Chastain@coxhealth.com>  
**Subject:** CON 6075 HS  
**Importance:** High

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John,

After reviewing everything for 6075 HS, I need some additional information.

- Provide a registered rep form for John Chastain
- On Revenues and Expenses, it is reflecting several million dollars in loss each year. Can you explain further why there is such a large loss or explain why some of the expenses are so high?

I would also like to note, Karla Houchins has not been the program coordinator since 2019.

**This information is needed by Monday, April 15, 2024.**

*Mackinzey Lux*

Assistant Program Coordinator, Certificate of Need  
Department of Health and Senior Services  
920 Wildwood Drive, P.O. Box 570  
Jefferson City, MO 65102  
OFFICE: 573-751-6403  
FAX: 573-751-7894

EMAIL: [mackinzey.lux@health.mo.gov](mailto:mackinzey.lux@health.mo.gov)  
<http://health.mo.gov/information/boards/certificateofneed/index.php>

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Certificate of Need Program

**REPRESENTATIVE REGISTRATION**

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

Project Name Acquire Additional DaVinci Robot	Number 6075HS
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(Please type or print legibly.)

Name of Representative John Chastain	Title VP, Finance & Rev Cycle
---	----------------------------------

Firm/Corporation/Association of Representative (may be different from below, e.g., law firm, consultant, other) CoxHealth	Telephone Number 417-269-7438
--	----------------------------------

Address (Street/City/State/Zip Code)  
3850 S. National Ave. Springfield, Mo 65807

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 CoxHealth	Telephone Number 417-269-7438
---	----------------------------------

Address (Street/City/State/Zip Code)  
1423 N. Jefferson Ave. Springfield, Mo 65802

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 4/15/2024
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