

**From:** [Claycomb, Tony](#)  
**To:** [Fick, Mackinze](#)  
**Cc:** [Adams, Darcy L.](#)  
**Subject:** RE: CON Application Review  
**Date:** Monday, November 11, 2024 11:59:19 AM  
**Attachments:** [Mosaic Life Care - 2024Q4 Proposal 07-24](#) [Intuitive Purchase Quote 2024-11-11.pdf](#)

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Mackinze,

- We currently have one unit.
- I have attached an updated quote with an extended expiration.

Please let me know if there are any other questions. Thank you.

Respectfully,

Tony

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**From:** Fick, Mackinze <Mackinze.Fick@health.mo.gov>  
**Sent:** Friday, November 8, 2024 4:02 PM  
**To:** Claycomb, Tony <Tony.Claycomb@mymhc.com>  
**Subject:** CON Application Review

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Tony,

After review of application #6154 HS, some additional information is needed.

- How many units does the hospital currently have?
- The quote is dated valid until 12/31/24. Will this still be valid at the time of CON approval?

**This information is needed by Monday, November 18<sup>th</sup>, 2024.**

*Mackinze Fick*

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: [mackinze.fick@health.mo.gov](mailto:mackinze.fick@health.mo.gov)

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

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

Quote Details

|              |                             |
|--------------|-----------------------------|
| Quote ID     | Q-00056268                  |
| Quote Date   | 7/24/2024                   |
| Valid Until  | 01/31/2025                  |
| Sales Rep    | Kevin Mitchell              |
| Phone Number | +1-956-451-8317             |
| Email        | kevin.mitchell@intusurg.com |

Company Information

|                       |                                  |
|-----------------------|----------------------------------|
| Hospital Name         | Mosaic Life Care                 |
| SF ID/IDN Affiliation | 13392/Mosaic Health System       |
| Address               | 5325 Faraon St                   |
| City, State, Zip      | St. Joseph, Missouri, 64506-3373 |
| 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 5 Single Console System (Fluorescence Imaging Included):<br>One (1): da Vinci 5® System Console<br>One (1) da Vinci 5® System Tower<br>One (1) Integrated Insufflator<br>One (1) Integrated E-200 Generator<br>One (1) CO2 Tank Kit<br>One (1): da Vinci 5® System Patient Cart<br>One (1) da Vinci 5® Operating System Software Package (including Integrated table motion)<br>Vision Equipment<br>Accessories<br>Training Instruments<br>da Vinci 5 ® System Documentation | \$ 2,500,000.00 | \$ 2,500,000.00 |
|                 | 1   | Da Vinci 5 Single Console System (Fluorescence Imaging Included):<br>One (1): da Vinci 5® System Console<br>One (1) da Vinci 5® System Tower<br>One (1) Integrated Insufflator<br>One (1) Integrated E-200 Generator<br>One (1) CO2 Tank Kit<br>One (1): da Vinci 5® System Patient Cart<br>One (1) da Vinci 5® Operating System Software Package (including Integrated table motion)<br>Vision Equipment<br>Accessories<br>Training Instruments<br>da Vinci 5 ® System Documentation | \$ 2,500,000.00 | \$ 2,500,000.00 |
| <b>Upgrades</b> |     |   |                 |                 |
|                 | 1   | Intuitive Hub containing:<br>- Media Manager<br>- Telepresence  | \$ 0.00         | \$ 0.00         |
|                 | 1   | Da Vinci E-200 Generator (Backup)   | \$ 25,000.00    | \$ 25,000.00    |
|                 | 1   | Intuitive Hub containing:<br>- Media Manager<br>- Telepresence  | \$ 0.00         | \$ 0.00         |
|                 | 1   | Da Vinci E-200 Generator (Backup)   | \$ 25,000.00    | \$ 25,000.00    |
| <b>Freight</b>  |     |   |                 |                 |
|                 | 1   | System Freight - Central (AR, IA, IL, KS, LA, MN, MO, ND, NE,   | \$ 11,000.00    | \$ 11,000.00    |

|               |   |   |              |                        |
|---------------|---|---|--------------|------------------------|
|               |   | OK, SD,<br>TX, WI)  |              |                        |
|               | 1 | System Freight - Central (AR, IA, IL, KS, LA, MN, MO, ND, NE,<br>OK, SD,<br>TX, WI) | \$ 11,000.00 | \$ 11,000.00           |
| <b>Others</b> |   |   |              |                        |
|               | 1 | HUB Implementation Fee  | \$ 20,000.00 | \$ 20,000.00           |
|               | 1 | HUB Implementation Fee  | \$ 20,000.00 | \$ 20,000.00           |
| <b>Total</b>  |   |   |              | <b>\$ 5,112,000.00</b> |

| Part Number                 | Months | Item  | Price         | Annual Service Fee |
|-----------------------------|--------|---|---------------|--------------------|
| <b>Service</b>              |        |   |               |                    |
|                             | 12     | da Vinci 5-Single Console-Human Use (Systems)-<br>SERVICE PLAN : DVCOMPLETE CARE-Warranty<br>(Included)             | \$ 0.00       | \$ 0.00            |
|                             | 48     | da Vinci 5-Single Console-Human Use (Systems)-<br>SERVICE PLAN : DVCOMPLETE CARE-After Warranty<br>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<br>(Annual)  | \$ 0.00       | \$ 0.00            |
|                             | 12     | da Vinci 5-Single Console-Human Use (Systems)-<br>SERVICE PLAN : DVCOMPLETE CARE-Warranty<br>(Included)             | \$ 0.00       | \$ 0.00            |
|                             | 48     | da Vinci 5-Single Console-Human Use (Systems)-<br>SERVICE PLAN : DVCOMPLETE CARE-After Warranty<br>Service (Annual) | \$ 195,000.00 | \$ 195,000.00      |
| <b>Digital Subscription</b> |        |   |               |                    |
|                             | 12     | CLOUD SERVICES SUBSCRIPTION PACKAGE-<br>Subscription (Included)   | \$ 0.00       | \$ 0.00            |
|                             | 48     | CLOUD SERVICES SUBSCRIPTION PACKAGE-<br>Subscription Fee  | \$ 70,000.00  | \$ 70,000.00       |
|                             | 12     | CLOUD SERVICES SUBSCRIPTION PACKAGE-<br>Subscription (Included)   | \$ 0.00       | \$ 0.00            |
|                             | 48     | CLOUD SERVICES SUBSCRIPTION PACKAGE-<br>Subscription Fee  | \$ 70,000.00  | \$ 70,000.00       |

#### Terms and Conditions

##### 1) System Terms and Conditions:

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

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

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

##### 2) System Upgrade Terms and Conditions:

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

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

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

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

### 6) Credit Policy :

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

### 7) Miscellaneous :

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

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

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

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

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

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

**Vision Equipment:**

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

**Accessories:**

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

**Training Instruments**

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

**da Vinci 5® System Documentation**

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

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

Upgrades with Incremental Costs:

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

(all kits subject to change without notice)