From:
 Ananth, Johanna

 To:
 CONP CONP

 Subject:
 RE: CON 6215

**Date:** Tuesday, July 8, 2025 4:49:39 PM

Attachments: image001.png

image004.png

Combined Utilization Info for 2025 V2.pdf
Combined Utilization Info for 2026-2028 V2.pdf

#### Hi Mackinzey,

Please find the updated quote attached. We've also included utilization figures reflecting the combined usage of both the new and existing units from 2025 through 2028.

Please don't hesitate to reach out if you have any questions or need further clarification.

Best, Johanna

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Johanna Ananth Associate UB Greensfelder LLP D 314.345.4732

From: CONP CONP < CONP@health.mo.gov>
Sent: Wednesday, July 2, 2025 5:36 PM
To: Ananth, Johanna < jananth@ubglaw.com>

**Subject:** CON 6215 **Importance:** High

Johanna,

After additional review of the application, some additional items are needed.

- The quote is dated valid until 3/31/2025. Provide a new quote.
- Does the utilization data include the existing units utilization as well? If not, please provide updated numbers and revenues/expenses form containing both.

## This information is needed by July 14, 2025.



Mackinzey Fick (Last Day in CON will be 6/16)

Assistant Program Coordinator Certificate of Need Agency :

http://health.mo.gov/information/boards/certificateofneed/index.php Missouri Department of Health and Senior Services 920 Wildwood Drive, Jefferson City, MO. 65102

⊠: mackinzey.fick@health.mo.gov | ☎: 573-751-6403

# **SERVICE-SPECIFIC REVENUES AND EXPENSES**

Project Title: Project #:

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 pe	riod,	Year	
and fill in the years in the appropriate blanks.		<del></del>	
Amount of Utilization:*			
Revenue:			
Average Charge**			
Gross Revenue			
Revenue Deductions			
Operating Revenue			
Other Revenue			
TOTAL REVENUE			
Expenses:			
Direct Expenses			
Salaries			
Fees			
Supplies			
Other			
TOTAL DIRECT			
Indirect Expenses			
Depreciation			
Interest***			
Rent/Lease			
Overhead****			
TOTAL INDIRECT			
TOTAL EXPENSES			
NET INCOME (LOSS):			
•			

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

<sup>\*\*</sup>Indicate how the average charge/procedure was calculated.

<sup>\*\*\*</sup>Only on long term debt, not construction.

<sup>\*\*\*\*</sup>Indicate how overhead was calculated.

# **SERVICE-SPECIFIC REVENUES AND EXPENSES**

Project Title: SSM Health SLU Hospital – 2nd da ¼ Project #: 6215 HS

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

e an individual form for each affected service with a	Year		
ficient number of copies of this form to cover entire period d fill in the years in the appropriate blanks.	2026	2027	2028
Amount of Utilization:*	475	578	685
Revenue:			
Average Charge**	\$114,054	\$114,601	\$127,074
Gross Revenue	\$54,175,814	\$66,239,381	\$87,045,688
Revenue Deductions	37,828,724	45,696,251	58,814,590
Operating Revenue	16,347,090	20,543,130	28,231,098
Other Revenue	0	0	0
TOTAL REVENUE	\$16,347,090	\$20,543,130	\$28,231,098
Expenses:			
Direct Expenses			
Salaries	4,176,006	5,046,093	6,531,202
Fees	0	0	0
Supplies	3,273,249	3,981,522	5,188,547
Other	7,245,038	10,101,391	15,136,332
TOTAL DIRECT	\$14,694,293	\$19,129,006	\$26,856,081
Indirect Expenses			
Depreciation	162,254	191,968	240,987
Interest***	0	0	0
Rent/Lease	0	0	0
Overhead****	1,386,456	1,680,826	2,172,793
TOTAL INDIRECT	\$1,548,710	\$1,872,794	\$2,413,780
TOTAL EXPENSES	\$16,243,003	\$21,001,800	\$29,269,861
NET INCOME (LOSS):	\$104,087	-\$458,670	-\$1,038,763

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

<sup>\*\*</sup>Indicate how the average charge/procedure was calculated.

<sup>\*\*\*</sup>Only on long term debt, not construction.

<sup>\*\*\*\*</sup>Indicate how overhead was calculated.



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

Quote ID	Q-00084486
Quote Date	6/12/2025
Valid Until	09/30/2025
Sales Rep	Lisa Spoonhour
Phone Number	+1-913-284-1866
Email	lisa.spoonhour@intusurg.co m

	Company Information
Hospital Name	SSM Health Saint Louis University Hospital
SF ID/IDN Affiliation	10141/SSM Health
Address	1201 S Grand Blvd
City, State, Zip	St. Louis, Missouri, 63104
Contact Name	
Telephone	

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

Part Number	Qty	Item	Price	Discount	Subtotal
Systems					
	1	Da Vinci 5 Dual Console System (Fluorescence Imaging Included): Two (2): da Vinci 5® System Console One (1): Integrated Simulator One (1): da Vinci 5® System Tower One (1): Integrated Intuitive HUB 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	\$ 3,075,000.00	\$ 100,000.00	\$ 2,975,000.00
Upgrades					
	1	Da Vinci E-200 Generator (Backup)	\$ 25,000.00	\$ 25,000.00	\$ 0.00
Freight					
	1	System Freight - Central (AR, IA, IL, KS, LA, MN, MO, ND, NE, OK, SD, TX, WI)	\$ 11,000.00	\$ 11,000.00	\$ 0.00
Total					\$ 2,975,000.00

Part Number   Months   Item	Price	Annual Service Fee
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Service				
	12	da Vinci 5-Dual Console-Human Use (Systems)- SERVICE PLAN : DVCOMPLETE CARE-Warranty (Included)	\$ 0.00	\$ 0.00
	48	da Vinci 5-Dual Console-Human Use (Systems)- SERVICE PLAN : DVCOMPLETE CARE-After Warranty Service (Annual)	\$ 225,000.00	\$ 225,000.00
	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
Subscription				
	13	MY INTUITIVE+ SUBSCRIPTION-Subscription (Included)	\$ 0.00	\$ 0.00
	*	MY INTUITIVE+ SUBSCRIPTION-Subscription Fee- (Annually Recurring)	\$ 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 <u>and</u> 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® Dual Console System (Firefly® Fluorescence Imaging Enabled)

Two (2): da Vinci 5® System Console One (1): Integrated Simulator One (1): da Vinci 5® System Tower One (1): Integrated Intuitive HUB 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): Da Vinci 5 Representative Adult Uses System User Manual Addendum

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One (1): Reprocessing Wall Chart Kit One (1): Cleaning and Sterilization Kit

One (1): US Language Kit

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)

From: Ananth, Johanna
To: CONP CONP

Cc: <u>Butler, Kathy</u>; <u>Ord, Sanja</u>

Subject: RE: CON 6215

**Date:** Wednesday, July 16, 2025 2:32:36 PM

Attachments: <u>image009.png</u>

image001.png image002.png image003.png

Hi Mackinzey,

Thank you for the clarification!

Here are the updated utilization numbers for Divider II, aligned with the figures in the Revenues and Expenses form in Divider IV:

• 2025 Q4: 143

• 2026: 475

• 2027: 578

• 2028: 685

I've also attached the updated chart we used in Divider II, now reflecting the combined utilization numbers.

Please let me know if further adjustments are needed.

Best,

Johanna

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Johanna Ananth Associate

UB Greensfelder LLP D 314.345.4732

From: CONP CONP < CONP@health.mo.gov>
Sent: Wednesday, July 16, 2025 10:11 AM
To: Ananth, Johanna < jananth@ubglaw.com>

Subject: RE: CON 6215

Johanna,

This is the revuenes and expenses form. The application requires utilization numbers within Divider 2 – these should match and it appears they don't.

The best way to address this is by stating the years and the utilization in an email response (example below):

# Surgical Equipment Utilization

