



NC DEPARTMENT OF
**HEALTH AND
HUMAN SERVICES**

ROY COOPER • Governor
MANDY COHEN, MD, MPH • Secretary
MARK PAYNE • Director, Division of Health Service Regulation

VIA EMAIL ONLY

September 22, 2020

Elizabeth Runyon
Elizabeth.runyon@unchealth.unc.edu

Exempt from Review – Replacement Equipment

Record #: 3364
Facility Name: Smithfield Radiation Oncology
Business Name: UNC Health Care
Business #: 2991
Project Description: Replace existing linear accelerator
County: Johnston

Dear Ms. Runyon:

The Healthcare Planning and Certificate of Need Section, Division of Health Service Regulation (Agency), determined that based on your letter of September 16, 2020 and the confidential material, the above referenced proposal is exempt from certificate of need review in accordance with N.C. Gen. Stat. §131E-184(a)(7). Therefore, you may proceed to acquire without a certificate of need the Elekta Infinity Linear Accelerator to replace the Varian Linear Accelerator Serial # 2459. This determination is based on your representations that the existing unit will be sold or otherwise disposed of and will not be used again in the State without first obtaining a certificate of need if one is required.

Moreover, you need to contact the Agency's Construction and Radiation Protection Sections to determine if they have any requirements for development of the proposed project.

It should be noted that the Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this office and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

Kim Meymandi
Project Analyst

Martha J. Frisone
Chief

cc: Radiation Protection Section, DHSR
Construction Section, DHSR

NC DEPARTMENT OF HEALTH AND HUMAN SERVICES • DIVISION OF HEALTH SERVICE REGULATION

HEALTHCARE PLANNING AND CERTIFICATE OF NEED SECTION

LOCATION: 809 Ruggles Drive, Edgerton Building, Raleigh, NC 27603
MAILING ADDRESS: 809 Ruggles Drive, 2704 Mail Service Center, Raleigh, NC 27699-2704
<https://info.ncdhhs.gov/dhsr/> • TEL: 919-855-3873

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER



September 16, 2020

Ms. Martha Frisone, Chief
Kim Meymandi, Project Analyst
Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
NC Department of Health and Human Services
2704 Mail Service Center
Raleigh, North Carolina 27699-2704

Re: SRO Request for Exemption for Replacement Equipment / Johnston County

Dear Ms. Frisone and Ms. Meymandi,

Smithfield Radiation Oncology (“SRO”) intends to acquire a replacement linear accelerator, and requests written confirmation that the acquisition of such replacement equipment is exempt from certificate of need (“CON”) review pursuant to NCGS 131E-184 (a)(7) and the regulations set out in 10A NCAC 14C.0303. As documented in a Declaratory Ruling entered December 21, 2007, “SRO provides linear accelerator and radiation therapy services. Under prior law, because of provisions in effect at the time, it was not subject to CON review either as an oncology treatment center or in connection with its acquisition of a linear accelerator.” See Exhibit A. Thus, acquisition of the existing linear accelerator owned by SRO did not require CON approval and the linear accelerator is grandfathered.

As described herein, the linear accelerator currently in use by SRO will be replaced with the new linear accelerator which is “comparable medical equipment,” as that term is defined by 10A NCAC 14C.0303. It is SRO’s belief and understanding that even after the equipment is replaced as described herein, the linear accelerator owned and operated by SRO will be grandfathered.

Exemption from Review

Pursuant to NCGS 131E-184(a)(7): “The department shall exempt from certificate of need review a new institutional health service if it received prior written notice from the entity proposing the new institutional health service, when notice includes an explanation of why the new institutional health service is required for any of the following: ... To provide replacement equipment.” (emphasis added) The acquisition of an additional linear accelerator is a new institutional health service pursuant to NCGS 131E-176(16)(f1)(5a), but the acquisition of a linear accelerator that is replacement equipment is exempt from review as described herein.

“Replacement equipment” is defined by NCGS 131E-176(22a) as equipment that costs less than \$2,000,000 and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced.

“Comparable medical equipment” is defined by 10A NCAC 14C.0303 as equipment that “is functionally similar and which is used for the same diagnostic or treatment purposes.” Replacement equipment is comparable if:

1. It has the same technology as the equipment currently in use, although it may possess expanded capabilities due to technological improvements; and
2. It is functionally similar and is used for the same diagnostic or treatment purposes as the equipment currently in use and is not used to provide a new health service; and
3. The acquisition of the equipment does not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired

Replacement equipment is not comparable to the equipment being replaced if the replacement equipment is capable of performing procedures that could result in the provision of a new health service or type of procedure that has not been provided with the existing equipment.

Compliance

The acquisition of the replacement linear accelerator by SRO is exempt from CON review because:

- The estimated project costs for the replacement linear accelerator are less than \$2,000,000. See Exhibit B for the vendor quote for the linear accelerator, showing equipment costs of approximately \$ 1,520,000.00, and Exhibit C for the project cost certification, reflecting total estimated costs of \$1,934,027.38.
- The replacement equipment will be purchased for the sole purpose of replacing comparable equipment currently in use, which will be traded in for disposal and removed from North Carolina. A comparison of the existing and replacement equipment is provided in Exhibit D.
- The replacement equipment is functionally similar to the existing equipment and will be used to provide the same type of radiation oncology treatment as the equipment currently in use. Although it may have expanded capabilities due to technological advances, the replacement linear accelerator uses the same technology as SRO's existing linear accelerator.
- The acquisition of the replacement equipment will not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired. See Exhibit D.

SRO requests that the Agency confirm in writing that its acquisition of the replacement linear accelerator, as described herein, does not constitute a new institutional health service and is exempt from certificate of need review. Please don't hesitate to contact me at elizabeth.runyon@unchealth.unc.edu if you require further information or have any questions regarding this correspondence.

Sincerely,

Elizabeth Runyon
System Director of Regulatory Affairs and Special Counsel
UNC Health

**COPY**

North Carolina Department of Health and Human Services
Division of Health Service Regulation
Office of the Director

2701 Mail Service Center • Raleigh, North Carolina 27699-2701

Michael F. Easley, Governor
Dempsey Benton, Secretary

Robert J. Fitzgerald, Director
Phone: 919-855-3750
Fax: 919-733-2757

December 21, 2007

CERTIFIED MAIL

Gary S. Qualls, Esquire
Kennedy Covington Lobdell & Hickman, L.L.P.
430 Davis Drive, Suite 400
Morrisville, NC 27560

RE: Declaratory Ruling for Rex Healthcare, Inc. and Smithfield Radiation Oncology, LLC

Dear Mr. Qualls:

I am enclosing a Declaratory Ruling that you requested. If questions arise, do not hesitate to let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert J. Fitzgerald", written over a circular stamp or seal.

Robert J. Fitzgerald

RJF:JH:peb

Enclosure

cc: Jeff Horton, Chief Operating Officer, DHSR
Lee Hoffman, Chief, Certificate of Need Section, DHSR
Azzie Conley, Chief, Acute and Home Care Licensure and Certification Section, DHSR
Marc Lodge, Special Deputy Attorney General, DOJ



**NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF HEALTH SERVICE REGULATION
RALEIGH, NORTH CAROLINA**

IN RE: REQUEST FOR)	
DECLARATORY RULING BY REX)	
HEALTHCARE, INC. AND SMITHFIELD)	DECLARATORY RULING
RADIATION ONCOLOGY, LLC)	

I, Robert J. Fitzgerald, Director of the Division of Health Service Regulation (the "Department"), hereby issue this declaratory ruling to Smithfield Radiation Oncology, LLC ("SRO") and Rex Healthcare, Inc. ("Rex") (collectively "Petitioners") pursuant to N.C.G.S. § 150B-4, 10A NCAC 14A.0103, and the authority delegated to me by the Secretary of the North Carolina Department of Health and Human Services. Petitioners have filed a Declaratory Ruling Request (the "Request") asking the Department to issue a declaratory ruling that Rex may increase its membership interest in SRO to 100% without certificate of need ("CON") review.

This ruling is binding on the Department and the person requesting it if the material facts stated in the Request are accurate and no material facts have been omitted from the request. The ruling applies only to this request. Except as provided by N.C.G.S. § 150B-4, the Department reserves the right to change the conclusions which are contained in this ruling. Gary S. Qualls of Kennedy Covington Lobdell & Hickman, L.L.P., counsel for Petitioners, has requested this ruling on behalf of Petitioners and has provided the statement of facts upon which this ruling is based. The material facts as provided by counsel for Petitioners are set out below.

STATEMENT OF THE FACTS

Except as noted, the following statement of the facts is based on the representations of Petitioners in the Request.

Petitioner SRO is a North Carolina limited liability company. Rex currently holds a 25% membership interest in SRO. The remaining members are the physician owners of Triangle Radiation Oncology Services. Petitioners state that Rex will be increasing its membership interest in SRO to 100%, thereby becoming the sole member of SRO.

SRO provides linear accelerator and radiation therapy services. Under prior law, because of the provisions in effect at the time, it was not subject to CON review either as an oncology treatment center or in connection with its acquisition of a linear accelerator.

Petitioners represent that ownership of SRO's linear accelerator will be unaffected by the proposed transaction; it will continue to be owned by SRO. They state that SRO will continue to provide cancer treatment services in materially the same manner as it has done for several years at its existing operational center.

ANALYSIS

N.C.G.S. § 131E-178 provides that no person shall offer or develop "a new institutional health service" without first obtaining a CON. N.G.C.S. § 131E-176(16) defines "new institutional health service" to include: (1) "The acquisition by purchase, donation, lease, transfer, or comparable arrangement" of a linear accelerator "by or on behalf of any person," N.G.C.S. § 131E-176(16)f1.5a, and (2) "The obligation by any person of a capital expenditure exceeding two million dollars (\$2,000,000) to develop or expand a health service or a health service facility, or which relates to the provision of a health service," N.C.G.S. § 131E-176(16)b.

The transaction described by Petitioners does not constitute the acquisition of a linear accelerator by any person because ownership of the linear accelerator here will not change. SRO will continue to be the owner of this equipment, and SRO's legal status as a limited liability company will not change.

Similarly, the transaction is not an obligation to develop or expand a health service or a health service facility, since Petitioners represent that SRO will continue to operate at the same location in a manner that is the same in all material respects as it operated prior to the transaction. In addition, pursuant to S.L. 2005-325, oncology treatment centers are not "health service facilities" for purposes of the CON law.


CONCLUSION

For the foregoing reasons, assuming the statements of fact in the Request to be true, I conclude that the acquisition by Rex of 100% of the membership interest of SRO, in the manner represented by Petitioners in the Request, is not subject to CON review.

This ruling is subject to the condition that, after the transaction, SRO continues to operate its radiation therapy center at the same location in Smithfield, Johnston County, North Carolina, in the same manner in which it operated prior to the transaction in all material ways.

This ruling is not intended to address, expand or validate any activities or status of SRO with respect to the requirements of the CON law as it relates to SRO. The ruling is limited to the specific facts presented in the Request.

This 21st day of December, 2007.


Robert J. Fitzgerald, Director
Division of Health Service Regulation
N.C. Department of Health and Human Services

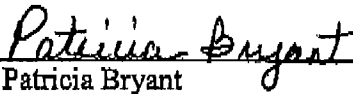
CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Declaratory Ruling has been served upon the nonagency party by certified mail, return receipt requested, by depositing the copy in an official depository of the United States Postal Service in a first-class, postage pre-paid envelope addressed as follows:

CERTIFIED MAIL

Gary S. Qualls, Esquire
Kennedy Covington Lobdell & Hickman, L.L.P.
430 Davis Drive, Suite 400
Morrisville, NC 27560

This the 21st day of December, 2007.



Patricia Bryant
Administrative Assistant



Agreement number: 2020-292354-CB

Version: 4

Date: June 16, 2020

Purchase and License Agreement

Customer (the "Customer")	End User (if not the Customer) / Site address (the "Site")	Maker (the "Supplier")
JRH Ventures, LLC 4420 Lake Boone Trail Raleigh, NC 27607 Tel +1 (919) 784-3441	JRH Ventures, LLC 514 N Bright Leaf Blvd Smithfield, NC 27577-1376	Elekta Inc. 400 Perimeter Center Terrace Suite 50 Atlanta, Georgia 30346 United States Tel 800-535-7355 Fax 770-300-9779

Elekta Inc, a Georgia company is pleased to submit the following offer to sell/license the services, hardware and/or software listed on this Cover Page and described in more detail in the attached Scope of Supply (collectively referred to as "Deliverables") at the prices and terms stated in this Purchase and License Agreement, which consists of this Cover Page and all exhibits attached hereto (collectively referred to as the "Agreement"). All definitions shall, unless otherwise provided for herein, have the meaning ascribed to them in the exhibits.

The pricing for the Scope of Supply set out in Exhibit A of the Agreement is valid until **June 22, 2020** and no agreement shall exist between the Customer and Supplier (jointly referred to as the "Parties" and each as a "Party") until this Agreement is signed by both Parties. In the event the Customer takes delivery of the Deliverables without signing this Agreement taking delivery shall constitute deemed acceptance of the terms and conditions set out herein.

Price and Description of Deliverables

Unless otherwise agreed in writing between the Parties, Third Party Products and consumables are not included in the scope of this Agreement.

Hardware and/or Software Price

Description	Currency	Price
Elekta Infinity™ Bundle including: MOSAIQ RO Licenses and ElektaCare Gold Hardware Maintenance and Support for Months 13-24		
Total Bundle List price (*)	USD	\$6,286,634.68
Total Bundle Discount (*)	USD	\$4,766,634.68
Total Bundle Price (*)	USD	\$1,520,000.00

* Excluding Taxes

Services

Contract Description	Service level	Term	Total Service Fee (in USD)
Elekta Infinity™ Maintenance and Support Fee*	Gold	120 Months	\$1,700,000.00

* Excluding Taxes and Consumer Price Index.

For U.S. customers, this purchase is subject to the discount provisions of the federal anti-kickback statute, 42 U.S.C. § 1320a-7b(b), and the discount safe harbor regulations at 42 C.F.R. § 1001.952(h). In accordance with such provisions, Customer shall fully and accurately report all prices paid net of discounts where appropriate, and as appropriate, in the costs claimed or charges made under any Federal or State healthcare program, and provide information upon request to Medicare, Medicaid and other applicable federal and state health care programs on all discounts and price reductions received from Supplier.



Agreement number: 2020-292354-CB

Version: 4

Date: June 16, 2020

Contract Payment Schedule: Infinity Bundle - \$1,520,000.00

The customer agrees to pay Supplier the Contract Price according to the following schedule:

- a) Zero percent (0%) of the Contract Price shall be paid upon execution of this Agreement;
- b) Fifty percent (50%) of the Contract Price shall be invoiced upon written instruction to build the Linear Accelerator and/or Hardware; and
- c) Forty percent (40%) of the Contract Price shall be invoiced upon shipment (delivery to carrier for shipment to Customer) of the Linear Accelerator (excluding cobalt sources, if any); and
- d) Ten percent (10%) of the Contract Price shall be payable upon the date that the Acceptance Test Protocol has been successfully completed.

Software

The license fee for the Software embedded in the Hardware is included in the Contract Price and there shall be no additional license fee beyond the Contract Price.

Hardware Maintenance and Support Service Fee

The Customer agrees to pay to Supplier the annual Service Fee set out in the Cover Page. The Service Fee is payable in advance on the date of expiration of the Warranty Period, and on each succeeding anniversary date of the date of expiration of the Warranty Period, while this Agreement remains in force.

Contractual Delivery Date

The Contractual Delivery Date for the Products shall be no later than February 2021. Delivery term shall be CIP Site as defined in Incoterms 2010.

Site Readiness

The Customer agrees that it shall have met all Site Requirements no later than February 2021.

Scope of Supply

The Parties hereby acknowledge and agree that the Supplier has the right to amend the Scope of Supply set out at Exhibit A prior to Delivery for reasons including but not limited to, end of life and superseded product revisions, upon written notice to Customer provided always that such change does not result in any less functionality or higher cost to the Customer.

Restrictions

The supply by the Supplier of the Deliverables is contingent upon the Supplier being able to (i) satisfy any and all applicable laws or regulations, export controls or sanctions requirements (together, the "Controls"), and (ii) obtain all necessary licenses. The Supplier shall not be liable for any non-performance or any delay in performance under this Agreement in the event that there is (i) a change in the Controls (including a change in the interpretation of the Controls by the competent authorities) or (ii) a refusal or a delay by any applicable competent authorities to issue a license or (iii) a refusal by a Third Party Supplier or financial service provider to engage in transactions with any particular country. Further, the Supplier shall not be liable for any non-Performance or any delay in performance under this Agreement where this is due to the Supplier, acting reasonably, determining that it is unsafe to send a service engineer or other personnel to the relevant country. Supplier will not be required to deliver any Products or provide Services to locations, persons, and/or entities prohibited by applicable export laws and regulations.

Miscellaneous

This Agreement and the pricing terms set out herein are negotiated between the Customer and Supplier and may be unique to the Customer. Therefore, and except as otherwise provided by law, Customer hereby agrees to keep the pricing arrangement confidential for a period of no less than three (3) years from the date of this signed Agreement. Customer will not use this Confidential Information in furtherance of its business, or the business of anyone else, whether or not in competition with the Supplier.

Notwithstanding anything else in this Agreement, Supplier shall be entitled to list major terms of this Agreement, including the Products and Services that have been purchased and the name of the Customer in its tender, marketing and promotional materials to other customers. Further, the Supplier shall be entitled to provide Customer information to the Third Party Supplier if reasonably requested by the Third Party Supplier. The Customer hereby consents to the use of its name in connection with the foregoing.



Agreement number: 2020-292354-CB

Version: 4

Date: June 16, 2020

Coronavirus Cancellation Clause:

If within 6 months of the Effective Date of this Agreement, Customer determines that it is necessary to cancel this Agreement as a direct result of Coronavirus' impact to Customer's business, Customer shall be entitled to terminate this Agreement, without penalty, by sending written notice of its decision to Elekta. This Coronavirus cancellation clause is conditioned on the fact that, if Customer's situation changes within 3 years from the Effective Date of the Agreement and Customer decides to purchase any of the equipment and/or services contained within the Scope of Supply of this Agreement for this particular location and vault, Customer shall purchase such equipment and/or services from Elekta.

Terms of this Agreement

THIS AGREEMENT INCLUDES THIS COVER PAGE, THE EXHIBITS ATTACHED TO THIS COVER PAGE AND THE ADDITIONAL EXHIBITS DESIGNATED IN THE TABLE SET FORTH BELOW (IF ANY), ALL OF WHICH ARE INCORPORATED INTO THIS AGREEMENT BY REFERENCE. IN THE EVENT OF ANY CONFLICT, THE CONTRACT DOCUMENTATION SHALL, UNLESS OTHERWISE SET OUT IN THIS AGREEMENT, BE GIVEN THE FOLLOWING ORDER OF PRECEDENCE:

(a) COVER PAGE.

(b) EXHIBITS, IN THE ORDER SET FORTH BELOW.

Applies to this Agreement	List of Exhibits	Agreement Number	Date Executed
Yes	Exhibit A1 and A2: Service Scope of Supply for Services	Attached hereto	
Yes	Exhibit B: General Terms and Conditions	UNC Strategic Agreement	02/28/2014
Yes	Exhibit C: Terms and Conditions for Hardware	UNC Strategic Agreement	02/28/2014
Yes	Exhibit D: Terms and Conditions for Software	UNC Strategic Agreement	02/28/2014
Yes	Exhibit E: Replaced with Customer's Business Associate Agreement		02/28/2014
Yes	Exhibit F: Terms and Conditions for Services	UNC Strategic Agreement	02/28/2014
Yes	Exhibit G: Agreement Amendment	UNC Strategic Agreement	02/28/2014

Customer:

JRH Ventures, LLC

Supplier:

Elekta Inc.

Signature:

Signature:

DocuSigned by:

3397F2A38356442...

Print Name:

Ernie Bovio

Print Name:

Larry Biscotti

Title:

President

Title:

Head of Region

Date:

June 25, 2020

Date:

6/25/2020

Purchase Order: _____

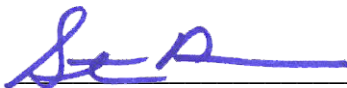
If the Customer does not issue a Purchase Order at the time of execution of this agreement, Elekta invoices shall reference this Purchase and License Agreement Number.

Projected Capital Cost Form

Building Purchase Price	
Purchase Price of Land	
Closing Costs	
Site Preparation	
Construction/Renovation Contract(s)	\$317,000.00
Landscaping	
Architect / Engineering Fees	
Medical Equipment	\$1,520,000.00
Non-Medical Equipment	\$97,027.38
Furniture	
Consultant Fees (specify)	
Financing Costs	
Interest during Construction	
Other (specify)	
Total Capital Cost	\$1,934,027.38

CERTIFICATION BY A LICENSED ARCHITECT OR ENGINEER

I certify that, to the best of my knowledge, the projected capital cost for the proposed project is complete and correct.



Signature of Licensed Architect or Engineer

NC #13331

Date Signed: 9/2/2020

CERTIFICATION BY AN OFFICER OR AGENT FOR THE PROPONENT

I certify that, to the best of my knowledge, the projected total capital cost for the proposed project is complete and correct and that it is our intent to carry out the proposed project as described.

Signature of Officer/Agent

Date Signed: _____

Title of Officer/Agent

**Smithfield Radiation Oncology - Smithfield Linac Replacement
EQUIPMENT COMPARISON**

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type (e.g., Cardiac Catheterization, Gamma Knife®, Heart-lung bypass machine, Linear Accelerator, Lithotripter, MRI, PET, Simulator, CT Scanner, Other Major Medical Equipment)	Linear Accelerator	Linear Accelerator
Manufacturer	Varian	Elekta
Model number		Infinity
Other method of identifying the equipment (e.g., Room #, Serial Number, VIN #)		
Is the equipment mobile or fixed?	Fixed	Fixed
Date of acquisition	2006	
Was the existing equipment new or used when acquired? / Is the replacement equipment new or used?	Used	New
Total projected capital cost of the project <Attach a signed Projected Capital Cost form>	NA	\$1,934,027.38
Total cost of medical equipment		\$1,520,000.00
Location of the equipment <Attach a separate sheet for mobile equipment if necessary>	Smithfield, NC	Smithfield, NC
Document that the existing equipment is currently in use		NA
Will the replacement equipment result in any increase in the average charge per procedure ?	NA	No
If so, provide the increase as a percent of the current average charge per procedure	NA	N/A
Will the replacement equipment result in any increase in the average operating expense per procedure ?	NA	Yes
If so, provide the increase as a percent of the current average operating expense per procedure	NA	2.25%
Type of procedures performed on the existing equipment <Attach a separate sheet if necessary>		NA
Type of procedures the replacement equipment will perform <Attach a separate sheet if necessary>	NA	Radiation Therapy for the treatment of cancer

From: [Runyon, Elizabeth](#)
To: [Meymandi, Kimberly](#); [Waller, Martha K](#)
Cc: [DeLong, Natasha](#)
Subject: [External] SRO Replacement Equipment Exemption
Date: Wednesday, September 16, 2020 12:19:49 PM
Attachments: [2020.9.16 SRO Linac Replacement Exemption.pdf](#)
[Exhibit B - Vendor Quote.pdf](#)
[Exhibit C - Capital Cost Form.pdf](#)
[Exhibit A - Declaratory Ruling.pdf](#)
[Exhibit D - Equipment Comparison Form.pdf](#)

CAUTION: External email. Do not click links or open attachments unless you verify. Send all suspicious email as an attachment to report.spam@nc.gov

Kim and Martha,

Please find attached a Replacement Equipment Exemption for a linear acceleratory on behalf of Smithfield Radiation Oncology (SRO), and supporting Exhibits A-D.

Please let me know if you have any questions, and hope you are doing well.

Thanks,
Elizabeth

Elizabeth Frock Runyon
System Director of Regulatory Affairs and Special Counsel
UNC Health
211 Friday Center Drive, Chapel Hill, NC 27517
p (984) 215-3622
elizabeth.runyon@unchealth.unc.edu

----- Confidentiality Notice -----

The information contained in (or attached to) this electronic message may be legally privileged and/or confidential information. If you have received this communication in error, please notify the sender immediately and delete the message.