

ORIGINAL

11-111

RECEIVED

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD  
APPLICATION FOR PERMIT

DEC 06 2011

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION HEALTH FACILITIES &  
SERVICES REVIEW BOARD

This Section must be completed for all projects.

Facility/Project Identification

Facility Name: The IVF Center at RMI
Street Address: 2425 W. 22nd Street, Suite 102
City and Zip Code: Oak Brook 60523
County: Dupage Health Service Area 007 Health Planning Area: 043

Applicant /Co-Applicant Identification

[Provide for each co-applicant [refer to Part 1130.220].

Exact Legal Name: Oak Brook Fertility Center, Ltd.
Address: 2425 W. 22nd Street, Suite 200, Oak Brook IL 60523
Name of Registered Agent: Mark D. Toljanic
Name of Chief Executive Officer: W. Paul Dmowski
CEO Address: 2425 W. 22nd Street, Suite 200, Oak Brook IL 60523
Telephone Number: 630-954-0054

Type of Ownership of Applicant/Co-Applicant

<input type="checkbox"/> Non-profit Corporation	<input type="checkbox"/> Partnership	
<input checked="" type="checkbox"/> For-profit Corporation	<input type="checkbox"/> Governmental	
<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Other

- o Corporations and limited liability companies must provide an Illinois certificate of good standing.
- o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.

APPEND DOCUMENTATION AS ATTACHMENT-1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Primary Contact

[Person to receive all correspondence or inquiries during the review period]

Name: Richard L. Prebil
Title: Principal
Company Name: Richard L. Prebil, P.C.
Address: 257 East Main Street, Suite 300, Barrington, IL 60010
Telephone Number: 224-633-5022
E-mail Address: richard.prebil@gallitanooconnor.com
Fax Number: 224-633-5001

Additional Contact

[Person who is also authorized to discuss the application for permit]

Name: Lisa A. Rinehart, RN, BSN, JD
Title: Chief Operating Officer
Company Name: Reproductive Medicine Institute
Address: 2425 W. 22nd Street, Suite 200, Oak Brook IL 60523
Telephone Number: 630-954-0054
E-mail Address: lrinehart@teamrmi.com
Fax Number: 630-954-0064

**Post Permit Contact**

[Person to receive all correspondence subsequent to permit issuance-**THIS PERSON MUST BE EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960**

Name: Lisa A. Rinehart, RN, BSN, JD

Title: Administrator

Company Name: The IVF Surgery Center at RMI

Address: 2425 W 22nd Street, Suite 102, Oak Brook, IL 60523

Telephone Number: 630-954-0054

E-mail Address: lrinehart@teamrmi.com

Fax Number: 630-954-0064

**Site Ownership**

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: LaSalle National Trust, NA as trustee under Trust No. 113573

Address of Site Owner: 2425 W 22nd Street, Suite 100, Oak Brook, IL 60523

Street Address or Legal Description of Site:

Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statement, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease or a lease.

APPEND DOCUMENTATION AS ATTACHMENT-2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**Operating Identity/Licensee**

[Provide this information for each applicable facility, and insert after this page.]

Exact Legal Name: The IVF Surgery Center at RMI

Address: 2425 West 22nd Street, Suite 102, Oak Brook, IL 60523

- |                                     |                           |                          |                     |                                |
|-------------------------------------|---------------------------|--------------------------|---------------------|--------------------------------|
| <input type="checkbox"/>            | Non-profit Corporation    | <input type="checkbox"/> | Partnership         |                                |
| <input checked="" type="checkbox"/> | For-profit Corporation    | <input type="checkbox"/> | Governmental        |                                |
| <input type="checkbox"/>            | Limited Liability Company | <input type="checkbox"/> | Sole Proprietorship | <input type="checkbox"/> Other |

- o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.
- o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner.
- o **Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.**

APPEND DOCUMENTATION AS ATTACHMENT-3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**Organizational Relationships**

Provide (for each co-applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT-4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**Flood Plain Requirements**

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2005-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at [www.FEMA.gov](http://www.FEMA.gov) or [www.illinoisfloodmaps.org](http://www.illinoisfloodmaps.org). This map must be in a readable format. In addition please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2005-5 (<http://www.hfsrb.illinois.gov>).

APPEND DOCUMENTATION AS **ATTACHMENT -5**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**Historic Resources Preservation Act Requirements**

[Refer to application instructions.]

Provide documentation regarding compliance with the requirements of the Historic Resources Preservation Act.

APPEND DOCUMENTATION AS **ATTACHMENT-6**, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**DESCRIPTION OF PROJECT****1. Project Classification**

[Check those applicable - refer to Part 1110.40 and Part 1120.20(b)]

**Part 1110 Classification:**

Substantive

Non-substantive

**Part 1120 Applicability or Classification:**

[Check one only.]

Part 1120 Not Applicable

Category A Project

Category B Project

DHS or DVA Project

## 2. Narrative Description

Provide in the space below, a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does **NOT** have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

The IVF Center at RMI (the "Applicant") seeks authority from the Illinois Health Facilities & Services Review Board (the "Board") to establish a single specialty ambulatory surgical treatment center (the proposed "Surgery Center") at the applicant's current IVF center ("Oak Brook Fertility") located at 2425 W 22<sup>nd</sup> Street, Suite 102, Oak Brook, IL 60523 (the "Project").

The proposed Surgery Center is to occupy 4350 square feet currently utilized by Oak Brook Fertility, which was completed as of March 31, 2011, at a Project Cost of \$577,461.17. Oak Brook Fertility is a state-of-the-art IVF center certified by The Joint Commission.

The Surgery Center will have two procedure rooms and will offer the exact same fertility services that are currently being performed at Oak Brook Fertility: assisted reproductive technology (ART) and related procedures. An existing specialty IVF lab, required for ART procedures, is located adjacent and connected to the Surgery Center surgical suite.

Because this Project concerns the establishment of a healthcare facility, it is considered "substantive." The Project is subject to review under Parts 1110 and 1120 of the Title 177 of the Illinois Administrative Code.

**Project Costs and Sources of Funds**

Complete the following table listing all costs (refer to Part 1120.110) associated with the project. When a project or any component of a project is to be accomplished by lease, donation, gift, or other means, the fair market or dollar value (refer to Part 1130.140) of the component must be included in the estimated project cost. If the project contains non-reviewable components that are not related to the provision of health care, complete the second column of the table below. Note, the use and sources of funds must equal.

<b>Project Costs and Sources of Funds</b>			
<b>USE OF FUNDS</b>	<b>CLINICAL</b>	<b>NONCLINICAL</b>	<b>TOTAL</b>
Preplanning Costs	\$5,362.46	\$662.78	\$6,025.24
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts	\$487,670.45	\$60,273.88	\$547,944.33
Modernization Contracts			
Contingencies			
Architectural/Engineering Fees	\$17,459.89	\$2,157.96	\$19,617.85
Consulting and Other Fees	\$2,928.75		\$2,928.75
Movable or Other Equipment (not in construction contracts)		\$945.00	\$945.00
Bond Issuance Expense (project related)			
Acquisition of Building or Other Property (excluding land)			
Other Costs To Be Capitalized			
Project Subtotal	\$513,421.55	\$64,039.62	\$577,461.17
Fair Market Value of Leased Space or Equipment	\$1,213,220.08	\$153,018.74	\$1,366,238.82
<b>TOTAL USES OF FUNDS</b>	<b>\$1,726,641.63</b>	<b>\$217,058.36</b>	<b>\$1,943,699.99</b>
<b>SOURCE OF FUNDS</b>	<b>CLINICAL</b>	<b>NONCLINICAL</b>	<b>TOTAL</b>
Cash and Securities			
1 RMI Contribution	\$68,940.44	\$8,520.73	\$77,461.17
2 Landlord Contribution	\$133,500.00	\$16,500.00	\$150,000.00
Bond Issues (project related)			
Line of Credit	\$311,500.00	\$38,500.00	\$350,000.00
Governmental Appropriations			
Other Funds and Sources			
Project Subtotal	\$513,940.44	\$63,520.73	\$577,461.17
Leases (fair market value)	\$1,213,220.08	\$153,018.74	\$1,366,238.82
<b>TOTAL SOURCES OF FUNDS</b>	<b>\$1,727,160.52</b>	<b>\$216,539.47</b>	<b>\$1,943,699.99</b>
<b>NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>			

**Related Project Costs**

Provide the following information, as applicable, with respect to any land related to the project that will be or has been acquired during the last two calendar years:

<p>Land acquisition is related to project      <input type="checkbox"/> Yes      <input checked="" type="checkbox"/> No</p> <p>Purchase Price: \$ _____</p> <p>Fair Market Value: \$ _____</p>
<p>The project involves the establishment of a new facility or a new category of service  <input checked="" type="checkbox"/> Yes      <input type="checkbox"/> No</p> <p>If yes, provide the dollar amount of all <b>non-capitalized</b> operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.</p> <p>Estimated start-up costs and operating deficit cost is \$ <u>0.00</u></p>

**Project Status and Completion Schedules**

<p>Indicate the stage of the project's architectural drawings:</p> <p><input type="checkbox"/> None or not applicable      <input type="checkbox"/> Preliminary</p> <p><input type="checkbox"/> Schematics      <input checked="" type="checkbox"/> Final Working</p>
<p>Anticipated project completion date (refer to Part 1130.140): <u>Completed</u></p>
<p>Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):</p> <p><input checked="" type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed.</p> <p><input type="checkbox"/> Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies</p> <p><input type="checkbox"/> Project obligation will occur after permit issuance.</p>
<p><b>APPEND DOCUMENTATION AS <u>ATTACHMENT-8</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b></p>

**State Agency Submittals**

<p>Are the following submittals up to date as applicable:</p> <p><input type="checkbox"/> Cancer Registry</p> <p><input type="checkbox"/> APORS</p> <p><input type="checkbox"/> All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted</p> <p><input type="checkbox"/> All reports regarding outstanding permits</p> <p><b>Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.</b></p>
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### Cost Space Requirements

Provide in the following format, the department/area **DGSF** or the building/area **BGSF** and cost. The type of gross square footage, either **DGSF** or **BGSF**, must be identified. The sum of the department costs **MUST** equal the total estimated project costs. Indicate if any space is being reallocated for a different purpose. Include outside wall measurements plus the department's or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
<b>REVIEWABLE</b>							
Non-Hospital Based Ambulatory Surgical Treatment Center	\$513421.55		3863 DGSF			3863 DGSF	NA
							NA
							NA
							NA
<b>Total Clinical</b>	<b>\$513421.55</b>		<b>3863 DGSF</b>			<b>3863 DGSF</b>	<b>NA</b>
<b>NON REVIEWABLE</b>							
Non-Hospital Based Ambulatory Surgical Treatment Center	\$64039.62		487 DGSF			487 DGSF	NA
							NA
							NA
<b>Total Non-clinical</b>	<b>\$64039.62</b>		<b>487 DGSF</b>			<b>487 DGSF</b>	<b>NA</b>
<b>TOTAL</b>	<b>\$577461.17</b>		<b>4350 DGSF</b>			<b>4350 DGSF</b>	<b>NA</b>
<b>APPEND DOCUMENTATION AS ATTACHMENT-9, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>							

*Not Applicable.*

**Facility Bed Capacity and Utilization**

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert following this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which the data are available**. **Include observation days in the patient day totals for each bed service**. Any bed capacity discrepancy from the Inventory will result in the application being deemed **incomplete**.

<b>FACILITY NAME:</b>		<b>CITY:</b>			
<b>REPORTING PERIOD DATES:</b>		<b>From:</b>		<b>to:</b>	
<b>Category of Service</b>	<b>Authorized Beds</b>	<b>Admissions</b>	<b>Patient Days</b>	<b>Bed Changes</b>	<b>Proposed Beds</b>
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long Term Care					
Specialized Long Term Care					
Long Term Acute Care					
Other ((identify)					
<b>TOTALS:</b>					

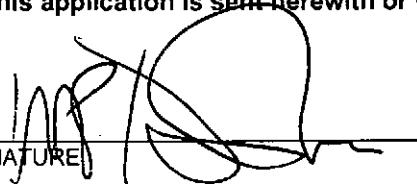


**CERTIFICATION**

The application must be signed by the authorized representative(s) of the applicant entity. The authorized representative(s) are:

- o in the case of a corporation, any two of its officers or members of its Board of Directors;
- o in the case of a limited liability company, any two of its managers or members (or the sole manger or member when two or more managers or members do not exist);
- o in the case of a partnership, two of its general partners (or the sole general partner, when two or more general partners do not exist);
- o in the case of estates and trusts, two of its beneficiaries (or the sole beneficiary when two or more beneficiaries do not exist); and
- o in the case of a sole proprietor, the individual that is the proprietor.

This Application for Permit is filed on the behalf of The IVF Surgery Center at RMI \* in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this application for permit on behalf of the applicant entity. The undersigned further certifies that the data and information provided herein, and appended hereto, are complete and correct to the best of his or her knowledge and belief. The undersigned also certifies that the permit application fee required for this application is sent herewith or will be paid upon request.

  
SIGNATURE

W. Paul Dmowski, MD, PhD  
PRINTED NAME

President  
PRINTED TITLE

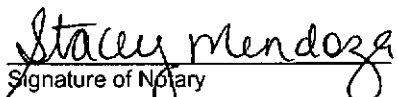
  
SIGNATURE

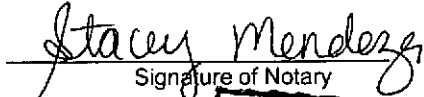
Nasiruddin Rana, MD, MPH  
PRINTED NAME

Medical Director  
PRINTED TITLE


Notarization:  
Subscribed and sworn to before me  
this 9<sup>th</sup> day of September, 2011

Notarization:  
Subscribed and sworn to before me  
this 9<sup>th</sup> day of September, 2011

  
Signature of Notary

  
Signature of Notary

Seal  STACEY MENDOZA  
OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires  
\*Insert ACT legal name of applicant

Seal  STACEY MENDOZA  
OFFICIAL SEAL  
Notary Public, State of Illinois  
My Commission Expires  
January 26, 2013

*Not Applicable.***SECTION II. DISCONTINUATION**

This Section is applicable to any project that involves discontinuation of a health care facility or a category of service. **NOTE:** If the project is solely for discontinuation and if there is no project cost, the remaining Sections of the application are not applicable.

**Criterion 1110.130 - Discontinuation**

READ THE REVIEW CRITERION and provide the following information:

**GENERAL INFORMATION REQUIREMENTS**

1. Identify the categories of service and the number of beds, if any that is to be discontinued.
2. Identify all of the other clinical services that are to be discontinued.
3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.
4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued, and the length of time the records will be maintained.
6. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 60 days following the date of discontinuation.

**REASONS FOR DISCONTINUATION**

The applicant shall state the reasons for discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.130(b) for examples.

**IMPACT ON ACCESS**

1. Document that the discontinuation of each service or of the entire facility will not have an adverse effect upon access to care for residents of the facility's market area.
2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within 45 minutes travel time of the applicant facility.
3. Provide copies of impact statements received from other resources or health care facilities located within 45 minutes travel time, that indicate the extent to which the applicant's workload will be absorbed without conditions, limitations or discrimination.

APPEND DOCUMENTATION AS ATTACHMENT-10, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

### SECTION III – BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS

This Section is applicable to all projects except those that are solely for discontinuation with no project costs.

#### Criterion 1110.230 – Background, Purpose of the Project, and Alternatives

READ THE REVIEW CRITERION and provide the following required information:

##### BACKGROUND OF APPLICANT

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant during the three years prior to the filing of the application.
3. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
4. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest the information has been previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant is able to submit amendments to previously submitted information, as needed, to update and/or clarify data.

**APPEND DOCUMENTATION AS ATTACHMENT-11, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-4) MUST BE IDENTIFIED IN ATTACHMENT 11.**

##### PURPOSE OF PROJECT

1. Document that the project will provide health services that improve the health care or well-being of the market area population to be served.
2. Define the planning area or market area, or other, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project. [See 1110.230(b) for examples of documentation.]
4. Cite the sources of the information provided as documentation.
5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.
6. Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals **as appropriate.**

For projects involving modernization, describe the conditions being upgraded if any. For facility projects, include statements of age and condition and regulatory citations if any. For equipment being replaced, include repair and maintenance records.

**NOTE: Information regarding the "Purpose of the Project" will be included in the State Agency Report.**

**APPEND DOCUMENTATION AS ATTACHMENT-12, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM. EACH ITEM (1-6) MUST BE IDENTIFIED IN ATTACHMENT 12.**

**ALTERNATIVES**

- 1) Identify **ALL** of the alternatives to the proposed project:

Alternative options **must** include:

- A) Proposing a project of greater or lesser scope and cost;
  - B) Pursuing a joint venture or similar arrangement with one or more providers or entities to meet all or a portion of the project's intended purposes; developing alternative settings to meet all or a portion of the project's intended purposes;
  - C) Utilizing other health care resources that are available to serve all or a portion of the population proposed to be served by the project; and
  - D) Provide the reasons why the chosen alternative was selected.
- 2) Documentation shall consist of a comparison of the project to alternative options. The comparison shall address issues of total costs, patient access, quality and financial benefits in both the short term (within one to three years after project completion) and long term. This may vary by project or situation. **FOR EVERY ALTERNATIVE IDENTIFIED THE TOTAL PROJECT COST AND THE REASONS WHY THE ALTERNATIVE WAS REJECTED MUST BE PROVIDED.**
- 3) The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS ATTACHMENT-13, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**SECTION IV - PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE**

**Criterion 1110.234 - Project Scope, Utilization, and Unfinished/Shell Space**

READ THE REVIEW CRITERION and provide the following information:

**SIZE OF PROJECT:**

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. **This must be a narrative.**
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following::
  - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies;
  - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that results in a size exceeding the standards of Appendix B;
  - c. The project involves the conversion of existing space that results in excess square footage.

**Provide a narrative for any discrepancies from the State Standard. A table must be provided in the following format with Attachment 14.**

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?

APPEND DOCUMENTATION AS ATTACHMENT-14, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**PROJECT SERVICES UTILIZATION:**

This criterion is applicable only to projects or portions of projects that involve services, functions or equipment for which HFSRB has established utilization standards or occupancy targets in 77 Ill. Adm. Code 1100.

Document that in the second year of operation, the annual utilization of the service or equipment shall meet or exceed the utilization standards specified in 1110.Appendix B. **A narrative of the rationale that supports the projections must be provided.**

**A table must be provided in the following format with Attachment 15.**

UTILIZATION					
	DEPT./ SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
YEAR 1					
YEAR 2					

APPEND DOCUMENTATION AS ATTACHMENT-15, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

*Not Applicable.***UNFINISHED OR SHELL SPACE:**

Provide the following information:

1. Total gross square footage of the proposed shell space;
2. The anticipated use of the shell space, specifying the proposed GSF to be allocated to each department, area or function;
3. Evidence that the shell space is being constructed due to
  - a. Requirements of governmental or certification agencies; or
  - b. Experienced increases in the historical occupancy or utilization of those areas proposed to occupy the shell space.
4. Provide:
  - a. Historical utilization for the area for the latest five-year period for which data are available; and
  - b. Based upon the average annual percentage increase for that period, projections of future utilization of the area through the anticipated date when the shell space will be placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT-16, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**ASSURANCES:**

Submit the following:

1. Verification that the applicant will submit to HFSRB a CON application to develop and utilize the shell space, regardless of the capital thresholds in effect at the time or the categories of service involved.
2. The estimated date by which the subsequent CON application (to develop and utilize the subject shell space) will be submitted; and
3. The anticipated date when the shell space will be completed and placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT-17, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

*Not Applicable.***SECTION V. - MASTER DESIGN AND RELATED PROJECTS**

This Section is applicable only to proposed master design and related projects.

**Criterion 1110.235(a) - System Impact of Master Design**

Read the criterion and provide documentation that addresses the following:

1. The availability of alternative health care facilities within the planning area and the impact that the proposed project and subsequent related projects will have on the utilization of such facilities;
2. How the services proposed in future projects will improve access to planning area residents;
3. What the potential impact upon planning area residents would be if the proposed services were not replaced or developed; and
4. The anticipated role of the facility in the delivery system including anticipated patterns of patient referral, any contractual or referral agreements between the applicant and other providers that will result in the transfer of patients to the applicant's facility.

**Criterion 1110.235(b) - Master Plan or Related Future Projects**

Read the criterion and provide documentation regarding the need for all beds and services to be developed, and also, document the improvement in access for each service proposed. Provide the following:

1. The anticipated completion date(s) for the future construction or modernization projects; and
2. Evidence that the proposed number of beds and services is consistent with the need assessment provisions of Part 1100; or documentation that the need for the proposed number of beds and services is justified due to such factors, but not limited to:
  - a. limitation on government funded or charity patients that are expected to continue;
  - b. restrictive admission policies of existing planning area health care facilities that are expected to continue;
  - c. the planning area population is projected to exhibit indicators of medical care problems such as average family income below poverty levels or projected high infant mortality.
3. Evidence that the proposed beds and services will meet or exceed the utilization targets established in Part 1100 within two years after completion of the future construction of modernization project(s), based upon:
  - a. historical service/beds utilization levels;
  - b. projected trends in utilization (include the rationale and projection assumptions used in such
  - c. projections);
  - d. anticipated market factors such as referral patterns or changes in population characteristics (age, density, wellness) that would support utilization projections; and anticipated changes in delivery of the service due to changes in technology, care delivery techniques or physician availability that would support the projected utilization levels.

**Criterion 1110.235(c) - Relationship to Previously Approved Master Design Projects**

READ THE CRITERION which requires that projects submitted pursuant to a master design permit are consistent with the approved master design project. Provide the following documentation:

1. Schematic architectural plans for all construction or modification approved in the master design permit;
2. The estimated project cost for the proposed projects and also for the total construction/modification projects approved in the master design permit;
3. An item by item comparison of the construction elements (i.e. site, number of buildings, number of floors, etc.) in the proposed project to the approved master design project; and
4. A comparison of proposed beds and services to those approved under the master design permit.

APPEND DOCUMENTATION AS ATTACHMENT-18, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.



**SECTION VI - MERGERS, CONSOLIDATIONS AND ACQUISITIONS/CHANGES OF OWNERSHIP***Not Applicable.*

This Section is applicable to projects involving merger, consolidation or acquisition/change of ownership.

**NOTE: For all projects involving a change of ownership THE TRANSACTION DOCUMENT must be submitted with the application for permit. The transaction document must be signed dated and contain the appropriate contingency language.**

**A. Criterion 1110.240(b), Impact Statement**

Read the criterion and provide an impact statement that contains the following information:

1. Any change in the number of beds or services currently offered.
2. Who the operating entity will be.
3. The reason for the transaction.
4. Any anticipated additions or reductions in employees now and for the two years following completion of the transaction.
5. A cost-benefit analysis for the proposed transaction.

**B. Criterion 1110.240(c), Access**

Read the criterion and provide the following:

1. The current admission policies for the facilities involved in the proposed transaction.
2. The proposed admission policies for the facilities.
3. A letter from the CEO certifying that the admission policies of the facilities involved will not become more restrictive.

**C. Criterion 1110.240(d), Health Care System**

Read the criterion and address the following:

1. Explain what the impact of the proposed transaction will be on the other area providers.
2. List all of the facilities within the applicant's health care system and provide the following for each facility.
  - a. the location (town and street address);
  - b. the number of beds;
  - c. a list of services; and
  - d. the utilization figures for each of those services for the last 12 month period.
3. Provide copies of all present and proposed referral agreements for the facilities involved in this transaction.
4. Provide time and distance information for the proposed referrals within the system.
5. Explain the organization policy regarding the use of the care system providers over area providers.
6. Explain how duplication of services within the care system will be resolved.
7. Indicate what services the proposed project will make available to the community that are not now available.

APPEND DOCUMENTATION AS ATTACHMENT-19, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

*Not Applicable.***SECTION VII - SERVICE SPECIFIC REVIEW CRITERIA**

This Section is applicable to all projects proposing establishment, expansion or modernization of categories of service that are subject to CON review, as provided in the Illinois Health Facilities Planning Act [20 ILCS 3960]. It is comprised of information requirements for each category of service, as well as charts for each service, indicating the review criteria that must be addressed for each action (establishment, expansion and modernization). After identifying the applicable review criteria for each category of service involved, read the criteria and provide the required information, AS APPLICABLE TO THE CRITERIA THAT MUST BE ADDRESSED:

**A. Criterion 1110.530 - Medical/Surgical, Obstetric, Pediatric and Intensive Care**

1. Applicants proposing to establish, expand and/or modernize Medical/Surgical, Obstetric, Pediatric and/or Intensive Care categories of service must submit the following information:
2. Indicate bed capacity changes by Service:                      Indicate # of beds changed by action(s):

Category of Service	# Existing Beds	# Proposed Beds
<input type="checkbox"/> Medical/Surgical		
<input type="checkbox"/> Obstetric		
<input type="checkbox"/> Pediatric		
<input type="checkbox"/> Intensive Care		

3. READ the applicable review criteria outlined below and submit the required documentation for the criteria:

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.530(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.530(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.530(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.530(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.530(b)(5) - Planning Area Need - Service Accessibility	X		
1110.530(c)(1) - Unnecessary Duplication of Services	X		
1110.530(c)(2) - Maldistribution	X	X	
1110.530(c)(3) - Impact of Project on Other Area Providers	X		
1110.530(d)(1) - Deteriorated Facilities			X

<b>APPLICABLE REVIEW CRITERIA</b>	<b>Establish</b>	<b>Expand</b>	<b>Modernize</b>
1110.530(d)(2) - Documentation			X
1110.530(d)(3) - Documentation Related to Cited Problems			X
1110.530(d)(4) - Occupancy			X
110.530(e) - Staffing Availability	X	X	
1110.530(f) - Performance Requirements	X	X	X
1110.530(g) - Assurances	X	X	X

APPEND DOCUMENTATION AS ATTACHMENT-20, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

*Not Applicable.*

**B. Criterion 1110.630 - Comprehensive Physical Rehabilitation**

1. Applicants proposing to establish, expand and/or modernize Comprehensive Physical Rehabilitation category of service must submit the following information:
2. Indicate bed capacity changes by Service:                      Indicate # of beds changed by action(s):

Category of Service	# Existing Beds	# Proposed Beds
<input type="checkbox"/> Comprehensive Physical Rehabilitation		

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.630(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.630(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.630(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.630(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.630(b)(5) - Planning Area Need - Service Accessibility	X		
1110.630(c)(1) - Unnecessary Duplication of Services	X		
1110.630(c)(2) - Maldistribution	X		
1110.630(c)(3) - Impact of Project on Other Area Providers	X		
1110.630(d)(1) - Deteriorated Facilities			X
1110.630(d)(2) - Documentation			X
1110.630(d)(3) - Documentation Related to Cited Problems			X
1110.630(d)(4) - Occupancy			X
1110.630(e)(1) and (2) - Staffing	X	X	
1110.630(e)(2) - Personnel Qualifications	X		
1110.630(f) - Performance Requirements	X	X	X
1110.630(g) - Assurances	X	X	X
<b>APPEND DOCUMENTATION AS <u>ATTACHMENT-21</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>			

*Not Applicable.*

**C. Criterion 1110.730 - Acute Mental Illness and Chronic Mental Illness**

1. Applicants proposing to establish, expand and/or modernize Acute Mental Illness and Chronic Mental Illness category of service must submit the following information:
2. Indicate bed capacity changes by Service:      Indicate # of beds changed by action(s):

Category of Service	# Existing Beds	# Proposed Beds
<input type="checkbox"/> Acute Mental Illness		
<input type="checkbox"/> Chronic Mental Illness		

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.730(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.730(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.730(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.730(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.730(b)(5) - Planning Area Need - Service Accessibility	X		
1110.730(c)(1) - Unnecessary Duplication of Services	X		
1110.730(c)(2) - Maldistribution	X		
1110.730(c)(3) - Impact of Project on Other Area Providers	X		
1110.730(d)(1) - Deteriorated Facilities			X
1110.730(d)(2) - Documentation			X
1110.730(d)(3) - Documentation Related to Cited Problems			X
1110.730(d)(4) - Occupancy			X
1110.730(e(1)) - Staffing Availability	X	X	
1110.730(f) - Performance Requirements	X	X	X
1110.730(g) - Assurances	X	X	X
<b>APPEND DOCUMENTATION AS <u>ATTACHMENT-22</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>			

**D. Criterion 1110.930 - Neonatal Intensive Care**

This section is applicable to all projects proposing to add neonatal intensive care beds.

**1. Criterion 1110.930(a), Staffing**

Read the criterion and for those positions described under this criterion provide the following information:

1. The name and qualifications of the person currently filling the job.
2. Letters of interest from potential employees.
3. Applications filed for each position.
4. Signed contracts with the required staff.
5. A detailed explanation of how you will fill the positions.

**2. Criterion 1110.930(b), Letter of Agreement**

Read the criterion and provide the required letter of agreement.

**3. Criterion 1110.930(c), Need for Additional Beds**

Read the criterion and provide the following information:

- a. The patient days and admissions for the affiliated center for each of the last two years;  
or
- b. An explanation as to why the existing providers of this service in the planning area cannot provide care to your projected caseload.

**4. Criterion 1110.930(d), Obstetric Service**

Read the criterion and provide a detailed assessment of the obstetric service capability.

APPEND DOCUMENTATION AS ATTACHMENT-23, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

*Not Applicable.***E. Criterion 1110.1230 - Open Heart Surgery**

This section is applicable to all projects proposing to establish the open heart surgery category of service.

**1. Criterion 1110.1230(a), Peer Review**

Read the criterion and submit a detailed explanation of your peer review program.

**2. Criterion 1110.1230(b), Establishment of Open Heart Surgery**

Read the criterion and provide the following information:

- a. The number of cardiac catheterizations (patients) performed in the latest 12-month period for which data is available.
- b. The number of patients referred for open heart surgery following cardiac catheterization at your facility, for each of the last two years.

**3. Criterion 1110.1230(c), Unnecessary Duplication of Services**

Read the criterion and address the following:

- a. Contact all existing facilities within 90 minutes travel time of your facility which currently provide or are approved to provide open heart surgery to determine what the impact of the proposed project will be on their facility.
- b. Provide a sample copy of the letter written to each of the facilities and include a list of the facilities sent letters.
- c. Provide a copy of all of the responses received.

**4. Criterion 1110.1230(d), Support Services**

Read the criterion and indicate on a service by service basis which of the services listed in this criterion are available on a 24-hour inpatient basis and explain how any services not available on a 24 hour inpatient basis can be immediately mobilized for emergencies at all times.

**5. Criterion 1110.1230(e), Staffing**

Read the criterion and for those positions described under this criterion provide the following information:

- a. The name and qualifications of the person currently filling the job.
- b. Letters of interest from potential employees.
- c. Application filed for a position.
- d. Signed contracts with the required staff.
- e. A detailed explanation of how you will fill the positions.

APPEND DOCUMENTATION AS ATTACHMENT-24, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**F. Criterion 1110.1330 - Cardiac Catheterization**

This section is applicable to all projects proposing to establish or modernize a cardiac catheterization category of service or to replace existing cardiac catheterization equipment.

**1. Criterion 1110.1330(a), Peer Review**

Read the criterion and submit a detailed explanation of your peer review program.

**2. Criterion 1110.1330(b), Establishment or Expansion of Cardiac Catheterization Service**

Read the criterion and, if applicable, submit the following information:

- a. A map (8 1/2" x 11") showing the location of the other hospitals providing cardiac catheterization service within the planning area.
- b. The number of cardiac catheterizations performed for the last 12 months at each of the hospitals shown on the map.
- c. Provide the number of patients transferred directly from the applicant's hospital to another facility for cardiac catheterization services in each of the last three years.

**3. Criterion 1110.1330(c), Unnecessary Duplication of Services**

Read the criterion and, if applicable, submit the following information.

- a. Copies of the letter sent to all facilities within 90 minutes travel time which currently provide cardiac catheterization. This letter must contain a description of the proposed project and a request that the other facility quantify the impact of the proposal on its program.
- b. Copies of the responses received from the facilities to which the letter was sent.

**4. Criterion 1110.1330(d), Modernization of Existing Cardiac Catheterization Laboratories**

Read the criterion and, if applicable, submit the number of cardiac catheterization procedures performed for the latest 12 months.

**5. Criterion 1110.1330(e), Support Services**

Read the criterion and indicate on a service by service basis which of the listed services are available on a 24 hour basis and explain how any services not available on a 24 hour basis will be available when needed.

**6. Criterion 1110.1330(f), Laboratory Location**

Read the criterion and, if applicable, submit line drawings showing the location of the proposed laboratories. If the laboratories are not in close proximity explain why.

**7. Criterion 1110.1330(g), Staffing**

Read the criterion and submit a list of names and qualifications of those who will fill the positions detailed in this criterion. Also provide staffing schedules to show the coverage required by this criterion.

**8. Criterion 1110.1330(h), Continuity of Care**



Read the criterion and submit a copy of the fully executed written referral agreement(s).

**9. Criterion 1110.1330(i), Multi-institutional Variance**

Read the criterion and, if applicable, submit the following information:

- a. A copy of a fully executed affiliation agreement between the two facilities involved.
- b. Names and positions of the shared staff at the two facilities.
- c. The volume of open heart surgeries performed for the latest 12-month period at the existing operating program.
- d. A cost comparison between the proposed project and expansion at the existing operating program.
- e. The number of cardiac catheterization procedures performed in the last 12 months at the operating program.
- f. The number of catheterization laboratories at the operating program.
- g. The projected cardiac catheterization volume at the proposed facility annually for the next 2 years.
- h. The basis for the above projection.

APPEND DOCUMENTATION AS ATTACHMENT-25 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Not Applicable.

**G. Criterion 1110.1430 - In-Center Hemodialysis**

1. Applicants proposing to establish, expand and/or modernize In-Center Hemodialysis must submit the following information:
2. Indicate station capacity changes by Service: Indicate # of stations changed by action(s):

Category of Service	# Existing Stations	# Proposed Stations
<input type="checkbox"/> In-Center Hemodialysis		

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.1430(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.1430(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.1430(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.1430(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.1430(b)(5) - Planning Area Need - Service Accessibility	X		
1110.1430(c)(1) - Unnecessary Duplication of Services	X		
1110.1430(c)(2) - Maldistribution	X		
1110.1430(c)(3) - Impact of Project on Other Area Providers	X		
1110.1430(d)(1) - Deteriorated Facilities			X
1110.1430(d)(2) - Documentation			X
1110.1430(d)(3) - Documentation Related to Cited Problems			X
1110.1430(e) - Staffing Availability	X	X	
1110.1430(f) - Support Services	X	X	X
1110.1430(g) - Minimum Number of Stations	X		
1110.1430(h) - Continuity of Care	X		
1110.1430(i) - Assurances	X	X	X
<b>APPEND DOCUMENTATION AS ATTACHMENT-26, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>			

4. Projects for relocation of a facility from one location in a planning area to another in the same planning area must address the requirements listed in subsection (a)(1) for the "Establishment of Services or Facilities", as well as the requirements in Section 1110.130 - "Discontinuation" and subsection 1110.1430(i) - "Relocation of Facilities".

**H. Non-Hospital Based Ambulatory Surgery**

This section is applicable to all projects proposing to establish or modernize a non-hospital based ambulatory surgical treatment center or to the addition of surgical specialties.

**1. Criterion 1110.1540(a), Scope of Services Provided**

Read the criterion and complete the following:

a. Indicate which of the following types of surgery are being proposed:  A.R.T.

<input type="checkbox"/> Cardiovascular	<input checked="" type="checkbox"/> Obstetrics/Gynecology	<input type="checkbox"/> Pain Management
<input type="checkbox"/> Dermatology	<input type="checkbox"/> Ophthalmology	<input type="checkbox"/> Podiatry
<input type="checkbox"/> Gastroenterology	<input type="checkbox"/> Oral/Maxillofacial	<input type="checkbox"/> Thoracic
<input type="checkbox"/> General/Other	<input type="checkbox"/> Orthopedic	<input type="checkbox"/> Otolaryngology
<input type="checkbox"/> Neurology	<input type="checkbox"/> Plastic	<input type="checkbox"/> Urology

b. Indicate if the project will result in a  limited or  a multi-specialty ASTC.

**2. Criterion 1110.1540(b), Target Population**

Read the criterion and provide the following:

- On a map (8 1/2" x 11"), outline the intended geographic services area (GSA).
- Indicate the population within the GSA and how this number was obtained.
- Provide the travel time in all directions from the proposed location to the GSA borders and indicate how this travel time was determined.

**3. Criterion 1110.1540(c), Projected Patient Volume**

Read the criterion and provide signed letters from physicians that contain the following:

- The number of referrals anticipated annually for each specialty. 1000/year
- For the past 12 months, the name and address of health care facilities to which patients were referred, including the number of patients referred for each surgical specialty by facility.
- A statement that the projected patient volume will come from within the proposed GSA.
- A statement that the information in the referral letter is true and correct to the best of his or her belief.

**4. Criterion 1110.1540(d), Treatment Room Need Assessment**

Read the criterion and provide:

- The number of procedure rooms proposed. 2
- The estimated time per procedure including clean-up and set-up time and the methodology used in arriving at this figure. 45 minutes

**5. Criterion 1110.1540(e), Impact on Other Facilities**

Read the criterion and provide:

- A copy of the letter sent to area surgical facilities regarding the proposed project's impact on their workload. NOTE: This letter must contain: a description of the project including its size, cost, and projected workload; the location of the proposed project; and a request that the facility administrator indicate what the impact of the proposed project will be on the existing facility.

- b. A list of the facilities contacted. **NOTE:** Facilities must be contacted by a service that provides documentation of receipt such as the US. Postal Service, FedEx or UPS. The documentation must be included in the application for permit.

**6. Criterion 1110.1540(f), Establishment of New Facilities**

Read the criterion and provide:

- a. A list of services that the proposed facility will provide that are not currently available in the GSA; or
- b. Documentation that the existing facilities in the GSA have restrictive admission policies; or
- c. For co-operative ventures,
- a. Patient origin data that documents the existing hospital is providing outpatient surgery services to the target population of the GSA, and
- b. The hospital's surgical utilization data for the latest 12 months, and
- c. Certification that the existing hospital will not increase its operating room capacity until such a time as the proposed project's operating rooms are operating at or above the target utilization rate for a period of twelve full months; and
- d. Certification that the proposed charges for comparable procedures at the ASTC will be lower than those of the existing hospital.

**7. Criterion 1110.1540(g), Charge Commitment**

Read the criterion and provide:

- a. A complete list of the procedures to be performed at the proposed facility with the proposed charge shown for each procedure.
- b. A letter from the owner and operator of the proposed facility committing to maintain the above charges for the first two years of operation.

**8. Criterion 1110.1540(h), Change in Scope of Service**

Read the criterion and, if applicable, document that existing programs do not currently provide the service proposed or are not accessible to the general population of the geographic area in which the facility is located.

**APPEND DOCUMENTATION AS ATTACHMENT-27, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

Not Applicable.

**I. Criterion 1110.1730 - General Long Term Care**

- Applicants proposing to establish, expand and/or modernize General Long Term Care must submit the following information:

Indicate bed capacity changes by Service:  
action(s):

Indicate # of beds changed by

Category of Service	# Existing Beds	# Proposed Beds
<input type="checkbox"/> General Long Term Care		

- READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize	Continuum of Care- Establish or Expand	Defined Population Establish or Expand
1110.1730(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X				
1110.1730(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X			
1110.1730(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X				
1110.1730(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X			
1110.1730(b)(5) - Planning Area Need - Service Accessibility	X				
1110.1730(c)(1) - Description of Continuum of Care				X	
1110.1730(c)(2) - Components				X	
1110.1730(c)(3) - Documentation				X	
1110.1730(d)(1) - Description of Defined Population to be Served					X
1110.1730(d)(2) - Documentation of Need					X
1110.1730(d)(3) - Documentation Related to Cited Problems			X		
1110.1730(e)(1) - Unnecessary Duplication of Services	X				
1110.1730(e)(2) - Maldistribution	X				
1110.1730(e)(3) - Impact of Project on Other Area Providers	X				
1110.1730(f)(1) - Deteriorated Facilities			X		
1110.1730(f)(2) & (3) - Documentation			X		

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize	Continuum of Care- Establish or Expand	Defined Population Establish or Expand
1110.1730(f)(4) - Utilization			X		
1110.1730(g) - Staffing Availability	X	X		X	X
1110,1730(h) - Facility Size	X	X	X	X	X
1110.1730(i) - Community Related Functions	X		X	X	X
1110.1730(j) - Zoning	X		X	X	X
1110.1730(k) - Assurances	X	X	X	X	X
<b>APPEND DOCUMENTATION AS ATTACHMENT-28, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>					

**J. Criterion 1110.1830 - Specialized Long Term Care***Not Applicable.*

This section is applicable to all projects proposing specialized long-term care services or beds.

**1. Criterion 1110.1830(b), Community Related Functions**

Read the criterion and submit the following information:

- a. a description of the process used to inform and receive input from the public including those residents living in close proximity to the proposed facility's location;
- b. letters of support from social, social service and economic groups in the community;
- c. letters of support from municipal/elected officials who represent the area where the project is located.

**2. Criterion 1110.1830(c), Availability of Ancillary and Support Services**

Read the criterion, which applies only to ICF/DD 16 beds and fewer facilities, and submit the following:

- a. a copy of the letter, sent by certified mail return receipt requested, to each of the day programs in the area requesting their comments regarding the impact of the project upon their programs and any response letters;
- b. a description of the public transportation services available to the proposed residents;
- c. a description of the specialized services (other than day programming) available to the residents;
- d. a description of the availability of community activities available to the facility's residents.
- e. documentation of the availability of community workshops.

**3. Criterion 1110.1830(d), Recommendation from State Departments**

Read the criterion and submit a copy of the letters sent, including the date when the letters were sent, to the Departments of Human Services and Public Aid requesting these departments to indicate if the proposed project meets the department's planning objectives regarding the size, type, and number of beds proposed, whether the project conforms or does not conform to the department's plan, and how the project assists or hinders the department in achieving its planning objectives.

**4. Criterion 1110.1830(e), Long-term Medical Care for Children Category of Service**

Read the criterion and submit the following information:

- a. a map outlining the target area proposed to be served;
- b. the number of individuals age 0-18 in the target area and the number of individuals in the target area that require the type of care proposed, include the source documents for this estimate;
- c. any reports/studies that show the points of origin of past patients/residents admissions to the facility;
- d. describe the special programs or services proposed and explain the relationship of these programs to the needs of the specialized population proposed to be served.
- e. indicate why the services in the area are insufficient to meet the needs of the area population;

f. documentation that the 90% occupancy target will be achieved within the first full year of

**5. Criterion 1110.1830(f), Zoning**

Read the criterion and provide a letter from an authorized zoning official that verifies appropriate zoning.

**6. Criterion 1110.1830(g), Establishment of Chronic Mental Illness**

Read the criterion and provide the following:

- a. documentation of how the resident population has changed making the proposed project necessary.
- b. indicate which beds will be closed to accommodate these additional beds.
- c. the number of admissions for this type of care for each of the last two years.

**7. Criterion 1110.1830(i), Variance to Computed Bed Need for Establishment of Beds Developmentally Disabled Adults for Placement of Residents from DHS State Operated Be**

Read this criterion and submit the following information:

- a. documentation that all of the residents proposed to be served are now residents of a DHS facility;
- b. documentation that each of the proposed residents has at least one interested family member who resides in the planning area or at least one interested family member that lives out of state but within 15 miles of the planning area boundary where the facility is or will be located;
- c. if the above is not the case then you must document that the proposed resident has lived in a DHS operated facility within the planning area in which the proposed facility is to be located for more than 2 years and that the consent of the legal guardian has been obtained;
- d. a letter from DHS indicating which facilities in the planning area have refused to accept referrals from the department and the dates of any refusals and the reasons cited for each refusal;
- e. a copy of the letter (sent certified--return receipt requested) to each of the underutilized facilities in the planning area asking if they accept referrals from DHS-operated facilities, listing the dates of each past refusal of a referral, and requesting an explanation of the basis for each refusal;
- f. documentation that each of the proposed relocations will save the State money;
- g. a statement that the facility will only accept future referrals from an area DHS facility if a bed is available;
- h. an explanation of how the proposed facility conforms with or deviates from the DHS comprehensive long range development plan for developmental disabilities services.

APPEND DOCUMENTATION AS ATTACHMENT-29, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.



**K. Criterion 1110.2330 - Selected Organ Transplantation**

This section is applicable to projects involving the establishment or modernization of the Selected Organ Transplantation service.

1. Applicants proposing to establish or modernize Selected Organ Transplantation category of service must submit the following information:

2. Indicate changes by Service: Indicate # of rooms changed by action(s):

Transplantation Type	# Existing Key Rooms	# Proposed Key Rooms
<input type="checkbox"/>		

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish	Modernize
1110.2330(b)(1) - Planning Area Need - 7 Ill. Adm. Code 1100 (formula calculation)	X	
1110.2330(b)(2) - Planning Area Need - Service to Planning Area Residents	X	
1110.2330(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X	
1110.2330(b)(4) - Planning Area Need - Service Accessibility	X	
1110.2330(c)(1) - Unnecessary Duplication of Services	X	
1110.2330(c)(2) - Maldistribution	X	
1110.2330(c)(3) - Impact of Project on Other Area Providers	X	
1110.2330(d)(1) - Deteriorated Facilities		X
1110.2330(d)(2) - Documentation		X
1110.2330(d)(3) - Documentation Related to Cited Problems		X
1110.2330(d)(4) - Utilization		X
1110.2330(e) - Staffing Availability	X	
1110.2330(f) - Surgical Staff	X	
1110.2330(g) - Collaborative Support	X	
1110.2330(h) - Support Services	X	
1110.2330(i) - Performance Requirements	X	X
1110.2330(j) - Assurances	X	X

APPEND DOCUMENTATION AS ATTACHMENT-30, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**L. Criterion 1110.2430 - Kidney Transplantation**

This section is applicable to all projects involving the establishment of the kidney transplantation service.

1. Applicants proposing to establish or modernize Selected Organ Transplantation category of service must submit the following information:

2. Indicate changes: Indicate # of key rooms by action:

Category of Service	# Existing Key Rooms	# Proposed Key Rooms
<input type="checkbox"/>		

3. **READ the applicable review criteria outlined below and submit required documentation for the criteria printed below in bold:**

APPLICABLE REVIEW CRITERIA	Establish	Modernize
1110.2430(b)(1) - Planning Area Need - 7 Ill. Adm. Code 1100 (formula calculation)	X	
1110.2430(b)(2) - Planning Area Need - Service to Planning Area Residents	X	
1110.2430(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X	
1110.2430(b)(4) - Planning Area Need - Service Accessibility	X	
1110.2430(c)(1) - Unnecessary Duplication of Services	X	
1110.2430(c)(2) - Maldistribution	X	
1110.2430(c)(3) - Impact of Project on Other Area Providers	X	
1110.2430(d)(1) - Deteriorated Facilities		X
1110.2430(d)(2) - Documentation		X
1110.2430(d)(3) - Documentation Related to Cited Problems		X
1110.2430(d)(4) - Utilization		X
1110.2430(e) - Staffing Availability	X	
1110.2430(f) - Surgical Staff	X	
1110.2430(g) - Support Services	X	
1110.2430(h) - Performance Requirements	X	X
1110.2430(i) - Assurances	X	X
<b>APPEND DOCUMENTATION for "Surgical Staff" and "Support Services", AS ATTACHMENT-31, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>		

**M. Criterion 1110.2530 - Subacute Care Hospital Model**

This section is applicable to all projects proposing to establish a subacute care hospital model.

**1. Criterion 1110.2530(a), Distinct Unit**

- a. Provide a copy of the physical layout (an architectural schematic) of the subacute unit (include the room numbers) and describe the travel patterns to support services and patient and visitor access.
- b. Provide a summary of shared services and staff and how costs for such will be allocated between the unit and the hospital or long-term care facility.
- c. Provide a staffing plan with staff qualifications and explain how non-dedicated staffing services will be provided.

**2. Criterion 1110.2530(b), Contractual Relationship**

- a. If the applicant is a licensed long-term care facility or a previously licensed general hospital the applicant must provide a copy of a contractual agreement (transfer agreement) with a general acute care hospital. Provide the travel time to the facility which signed the contract. Explain how the procedures for providing emergency care under this contract will work.
- b. If the applicant is a licensed general hospital the applicant must document that its emergency capabilities continue to exist in accordance with the requirements of hospital licensure.

**3. Rule 1110.2540(b), State Board Prioritization of Hospital Applications**

Read this rule which applies only to hospital applications and provide the requested information as applicable.

**a. Financial Support**

Will the subacute care model provide the necessary financial support for the facility to provide continued acute care services? Yes \_\_\_ No \_\_\_\_\_

If yes, submit the following information:

- (1) projected two years of financial statements that exclude the financial impact of the subacute care hospital model as well as two years of projected financial statements which include the financial impact of the subacute care hospital model;
- (2) the assumptions used in developing both sets of financial statements;
- (3) a narrative description of the factors within the facility or the area which will prevent the facility from complying with the financial ratios within the next two years without the proposed project;
- (4) a narrative explanation as to how the proposed project will allow you to meet the financial ratios;
- (5) if the projected financial statements (which include the subacute impact) at the applicant facility fail to meet the Part 1120 financial ratios, provide a copy of a binding agreement with another institution which guarantees the financial viability of the subacute hospital model for a period of five years; and
- (6) historical financial statements for each of the last three calendar years.

**Subacute Care Hospital Model (continued)**

- b. Medically Underserved Area (as designated by the Department of Health and Human Services)

Is the facility located in a medically underserved area? Yes  No

If yes, provide a map showing the location of the medically underserved area and of the applicant facility.

- c. Multi-Institutional System

Provide copies of all contractual agreements between your facility and any hospitals or long-term care facilities in your planning area which are within 60 minutes travel time of your facility which provide for exclusive best effort arrangements concerning transfer of patients between your two facilities. **Note: Best effort arrangement means the acute care facility will encourage and recommend to its medical staff that patients requiring subacute care will only be transferred to the applicant facility.**

- d. Medicare/Medicaid

Provide the Medicare patient days and admissions, the Medicaid patient days and admissions, and the total patient days and admissions for the latest calendar or fiscal year (specify the dates).

- e. Casemix and Utilization

Provide the following information:

- (1) the number of admissions and patient days for each of the last five years for each of the following:

- Ventilator cases
- Head trauma cases
- Rehabilitation cases including spinal cord injuries
- Amputees
- Other orthopedic cases requiring subacute care (Specify diagnosis)
- Other complex diagnosis which included physiological monitoring on a continuous basis

- (2) for multi-institutional systems provide the above information from each of the signatory facilities. If more than one signatory is involved, provide separate sheets for each one.

- f. HMO/PPO Utilization

Provide the number of patient days at the applicant facility for the last 12 months being reimbursed through contractual relationships with preferred provider organizations or HMOs.

- g. Staffing

Provide documentation that the following staff will be available for the subacute care hospital model. Documentation must consist of letters of interest from individuals for each of the positions. Indicate if any of the individuals who will fill these positions are presently employed at the applicant facility.

- Full-time medical director exclusively for the model
- Two or more full-time (FTEs) physical therapist
- One or more occupational therapists
- One or more speech therapists

**Subacute Care Hospital Model (continued)****4. Rule 1110.2540(c), State Board Prioritization-Long-Term Care Facilities**

This rule applies to only to LTC facility applications. READ the criterion and submit the required information, as applicable.

**a. Exceptional Care**

Has the applicant facility had an Exceptional Care Contract with the Illinois Department of Public Aid for at least two years in the past four years? Yes \_\_\_ No

If yes, provide copies of the Exceptional Care contract with the Illinois Department of Public Aid for each of the last four years.

**b. Medically Underserved Area (as designated by the Department of Health and Human Services)**

Is the facility located in a medically underserved area? Yes  No

If yes, provide a map showing the location of the medically underserved area and of the applicant facility.

**c. Medicare/Medicaid**

Provide the Medicare patient days and admissions, the Medicaid patient days and admissions, and the total patient days and admissions for the latest calendar or fiscal year (specify the dates).

**d. Case Mix and Utilization**

Provide the following information:

(1) the number of admissions and patient days for each of the last five years for each of the following:

- Ventilator cases
- Head trauma cases
- Rehabilitation cases including spinal cord injuries
- Amputees
- Other orthopedic cases requiring subacute care (Specify diagnosis)
- Other complex diagnoses which included physiological monitoring on a continuous basis

(2). for multi-institutional systems, provide the same information from each of the signatory facilities. If more than one signatory is involved, provide a separate sheet for each one.

**e. HMO/PPO Utilization**

Provide the number of patient days at the applicant facility for the last 12 months being reimbursed through contractual relationships with preferred provider organizations or HMO's.

**f. Staffing**

Provide documentation that the following staff will be available for the subacute care hospital model. Documentation shall consist of letters of interest from individuals for each of the positions. Indicate if any of the individuals who will fill the positions are currently employed by the applicant facility.

- Full-time medical director exclusively for the model
- Two or more full time (FTEs) physical therapists
- One or more occupational therapists

**Subacute Care Hospital Model (continued)**

-One or more speech therapists

- g. Joint Commission on Accreditation of Healthcare Organizations

Is the applicant facility accredited by the Joint Commission? Yes  No  If yes, provide a copy of the latest Joint Commission letter of accreditation.

- h. Multi-Institutional Arrangements

Provide copies of all contractual agreements between your facility and any hospitals or long-term care facilities in your planning area which are within 60 minutes travel time of your facility which provide for exclusive best effort arrangements concerning transfer of patients between your two facilities. **Note: Best effort arrangement means the referring facility will encourage and recommend to its medical staff that patients requiring subacute care will only be transferred to the applicant facility.**

5. **Section 1110.2540(d), State Board Prioritization of Previously Licensed Hospitals - Chicago**

This section must be completed only by applicants whose site was previously licensed as a hospital in Chicago. Provide the following information:

- a. letters from health facilities establishing referral agreement for subacute hospital patients;
- b. letters from physicians indicating that they will refer subacute patients to your proposed facility;
- c. the number of admissions and patient days for each of the last five years for each of the following types of patients (this information must be provided from each referring facility):
  - Ventilator cases
  - Head trauma cases
  - Rehabilitation cases including spinal cord injuries
  - Amputees
  - Other orthopedic cases requiring subacute care (Specify diagnosis)
  - Other complex diagnoses which included physiological monitoring on a continuous basis.

APPEND DOCUMENTATION AS ATTACHMENT-32, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**N. Criterion 1110.2630 - Post Surgical Recovery Care Center**

This section is applicable to all projects proposing to establish a Postsurgical Recovery Care Center Alternative Health Care Model.

**Post Surgical Recovery Care Center**

**1. Criterion 1110.2630(a), Need/Unit Size**

Read the criterion and provide the following information:

- a. the number of postsurgical recovery center beds proposed;
- b. the anticipated number of patients who will utilize the facility; and
- c. for each surgical referral site, for the latest 12 months:
  1. the name of the surgical referral site;
  2. the number of inpatient surgical cases that could have received postsurgical recovery services within the model if it had been available;
  3. the number of the cases identified above expected to be referred to this model and the rationale therefore;
  4. patient identification numbers for each patient;
  5. ICD 9 Code or procedure type for each patient; and
  6. the experienced length of stay for each patient.

**2. Criterion 1110.2630(b), Staffing**

Read the criterion and submit the following information:

- a. A copy of the plans of the physical layout (design drawings) of the proposed facility. Indicate on these plans the manner by which the proposed area will be physically separate and identifiable from the remaining areas of the health care facility.
- b. A detailed staffing plan identifying the number and type of staff positions dedicated to the model.
- c. The name and qualifications of the proposed Medical Director including a signed commitment to the facility by that person stating a willingness to hold such a position.
- d. Evidence that an on-call physician, licensed to practice medicine in all of its branches, can be physically present at the model within 15 minutes on a 24 hour per day seven day per week basis.

**3. Criterion 1110.2630(c), Patient Mix**

Read the criterion and provide the following information:

- a. A listing of the types of surgical procedures that will require care in the postsurgical recovery model.
- b. The anticipated number of admissions (for the first year of operation) for the following specialties:
 

General Surgery _____	Eyes-Ears-Nose-Throat _____	Obstetric/Gynecology _____
Orthopedic _____	Plastic Surgery _____	Ophthalmology _____
Urology _____	Gastroenterology _____	Other (specify) _____
- c. The patient recovery care protocols including an explanation of how patient safety will be assured.

**POSTSURGICAL RECOVERY CARE CENTER**  
(continued)**4. Criterion 1110.2630(d) Travel Time/Patient Transfer**

Read the criterion and provide the following information:

- a. A map identifying all surgical referral sites for the proposed facility. Indicate distances in miles and travel times by medical transport between each of the surgical referral sites and the applicant facility. Indicate how the travel time was determined.
- b. Name of the person (and the position/title) who will have the responsibility for the transfer of patients from the surgical site to the postsurgical recovery center and copies of the protocols to be used in patient transfers to the Postsurgical Recovery Care Center from each surgical referral site.

**5. Criterion 1110.2630(e), On-Site Emergency Care**

Read the criterion and provide the following information:

- a. All protocols established for the treatment of emergency patients and the applicant facility's requirements concerning staff training for emergency patient care.
- b. Provide documentation that a crash cart will be available on-site and that staff trained in cardiac defibrillation will be available at all times.

**6. Rule 1110.2640(b), State Board Review-Prioritization of Applications for Postsurgical Recovery Care Center Alternative Health Care Model**

This rule applies to all applicants proposing to establish a Postsurgical Recovery Centers Alternative Health Care Model. Read the criterion and provide the following information:

- a. The name and population of the county in which the proposed facility will be located.
- b. Name the source of the population figures.
- c. Will the proposed facility be owned or operated by an existing hospital? Yes  No
- d. Will the project be located within or attached to an existing facility? Yes  No   
If yes, give the name of the hospital or ASTC and date of initial license
- e. Will the proposed project be located in a Medically Underserved Area as designated by the Department of Health and Human Services? Yes  No  If yes, provide documentation that the facility is located in such an area.
- f. Provide total revenue, Medicare revenue, and Medicaid revenue for each surgical referral site.
- g. Provide a copy of the applicant facility's current accreditation letter if applicable.

APPEND DOCUMENTATION AS ATTACHMENT-33, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.



**O. Criterion 1110.2730 - Children's Community-Based Health Care Center**

This section is applicable to all projects proposing to establish a Children's Respite Care Alternative Health Care Model.

**A. Criterion 1110.2730(a), Admission Policy**

Read the criterion and provide the following information:

1. Copies of all admission policies to be in effect at the proposed facility; and
2. Certification that no admission restrictions due to age, race, diagnosis, or source of payment will occur.

**B. Criterion 1110.2730(b), Staffing**

Read the criterion and provide the following information:

1. A detailed staffing plan for the proposed facility (unit) identifying the number and type of staff positions dedicated to the model;
2. The name and qualifications of the proposed Medical Director including a signed commitment to the facility by that person stating a willingness to hold such a position;
3. A job description for the medical director detailing the position responsibilities; and
4. Documentation as to how special staffing circumstances will be handled.

**C. Criterion 1110.2730(c), Mandated Services**

Read the criterion and provide a narrative explaining how the services required under the Alternative Health Care Delivery Act and referenced in Section 1110.2720(b) will be provided.

**D. Criterion 1110.2730(d), Acute Care Backup**

Read the criterion and provide the following information:

1. A signed referral agreement with an acute care facility for the referral of emergency patients;
2. A map identifying the location of the acute care facility; and
3. The travel time to the acute care facility from the applicant facility. Explain how the travel time was calculated.

**E. Criterion 1110.2730(e), Patient Screening/Emergency Care**

Read the criterion and provide the following information:

1. All protocols established for the screening of potential residents for the severity of medical conditions associated with the required care for the child;
2. Documentation that a care plan will be developed for each child admitted. Explain how this care plan will be developed; and
3. A narrative which explains how emergency situations will be handled.

**F. Criterion 1110.2730(f), Education**

Read the criterion and provide the following information:

1. Documentation that children who participate in educational programs will continue to receive such services during their stay at the facility; and

**CHILDREN'S RESPITE CARE ALTERNATIVE HEALTH CARE MODEL (continued)**

2. Identify the person or position who has the responsibility for maintaining these services and explain how the services will be provided.

**G. Criterion 1110.2730(g), Age Specific Needs**

Read the criterion and provide a narrative description of staff expertise as it pertains to the specific care needs required of the various age groups that will be admitted.

**H. Rule 1110.2740(b)(2)(D),**

Read the criterion and indicate if the proposed facility is located in a Health Professional Shortage Area as designated by the Department of Health and Human Services.

Yes  No

APPEND DOCUMENTATION AS ATTACHMENT-34, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**P. Community-Based Residential Rehabilitation Center**

This section is applicable to all projects proposing to establish a Community-based Residential Rehabilitation Center Alternative Health Care Model.

**A. Criterion 1110.2830(a), Staffing**

Read the criterion and provide the following information:

1. A detailed staffing plan that identifies the number and type of staff positions dedicated to the model and the qualifications for each position; and
2. How special staffing circumstances will be handled; and
3. The staffing patterns for the proposed center; and
4. The manner in which non-dedicated staff services will be provided.

**B. Criterion 1110.2830(b), Mandated Service**

Read the criterion and provide a narrative description documenting how the applicant will provide the minimum range of services required by the Alternative Health Care Delivery Act and specified in 1110.2820(b).

**C. Criterion 1110.2830(c), Unit Size**

Read the criterion and provide a narrative description that identifies the number and location of all beds in the model. Include the total number of beds for each residence and the total number of beds for the model.

**D. Criterion 1110.2830(d), Utilization**

Read the criterion and provide documentation that the target utilization for the model will be achieved by the second year of the model's operation. Include supporting information such as historical utilization trends, population growth, expansion of professional staff or programs, and the provision of new procedures that may increase utilization.

**E. Criterion 1110.2830(e), Background of Applicant**

Read the criterion and provide documentation that demonstrates the applicant's experience in providing the services required by the model. Provide evidence that the programs offered in the model have been accredited by the Commission on Accreditation of Rehabilitation Facilities as a Brain Injury Community-Integrative Program for at least three of the last five years.

APPEND DOCUMENTATION AS ATTACHMENT-35, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**Q. 1110.2930 - Long Term Acute Care Hospital**

1. Applicants proposing to establish, expand and/or modernize Long Term Acute Care Hospital Bed Projects must submit the following information:

2. Indicate the bed service(s) and capacity: Indicate the # of beds by (action(s):  
 changes by Service

Category of Service	# Existing Beds	# Proposed Beds
<input type="checkbox"/> LTACH		
<input type="checkbox"/> Intensive Care		
<input type="checkbox"/>		

3. READ the applicable review criteria outlined below and **submit the required documentation for the criteria:**

APPLICABLE REVIEW CRITERIA	Establish	Expand	Modernize
1110.2930(b)(1) - Planning Area Need - 77 Ill. Adm. Code 1100 (formula calculation)	X		
1110.2930(b)(2) - Planning Area Need - Service to Planning Area Residents	X	X	
1110.2930(b)(3) - Planning Area Need - Service Demand - Establishment of Category of Service	X		
1110.2930(b)(4) - Planning Area Need - Service Demand - Expansion of Existing Category of Service		X	
1110.2930(b)(5) - Planning Area Need - Service Accessibility	X		
1110.2930(c)(1) - Unnecessary Duplication of Services	X		
1110.2930(c)(2) - Maldistribution	X		
1110.2930(c)(3) - Impact of Project on Other Area Providers	X		
1110.2930(d)(1) - Deteriorated Facilities			X
1110.2930(d)(2) - Documentation			X
1110.2930(d)(3) - Documentation Related to Cited Problems			X
1110.2930(d)(4) - Occupancy			X
1110.2930(e) - Staffing Availability	X	X	
1110.2930(f) - Performance Requirements	X	X	X
1110.2930(g) - Assurances	X	X	X
<b>APPEND DOCUMENTATION AS ATTACHMENT-36, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>			

**R. Criterion 1110.3030 - Clinical Service Areas Other than Categories of Service**

1. Applicants proposing to establish, expand and/or modernize Clinical Service Areas Other than Categories of Service must submit the following information:
2. Indicate changes by Service: Indicate # of key room changes by action(s):

Service	# Existing Key Rooms	# Proposed Key Rooms
<input type="checkbox"/>		
<input type="checkbox"/>		
<input type="checkbox"/>		

3. READ the applicable review criteria outlined below and submit the required documentation for the criteria:

PROJECT TYPE	REQUIRED REVIEW CRITERIA	
New Services or Facility or Equipment	(b) -	Need Determination - Establishment
Service Modernization	(c)(1) -	Deteriorated Facilities
		and/or
	(c)(2) -	Necessary Expansion
		PLUS
	(c)(3)(A) -	Utilization - Major Medical Equipment
		Or
	(c)(3)(B) -	Utilization - Service or Facility
<b>APPEND DOCUMENTATION AS ATTACHMENT-37, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>		

**S. Freestanding Emergency Center Medical Services**

These criteria are applicable only to those projects or components of projects involving the freestanding emergency center medical services (FECMS) category of service.

**A. Criterion 1110.3230 – ESTABLISHMENT OF FREESTANDING EMERGENCY CENTER (MEDICAL SERVICES)**

Read the criterion and provide the following information:

1. Utilization – Provide the projected number of patient visits per day for each treatment station in the FEC based upon 24-hour availability, including an explanation of how the projection was determined.
2. The identification of the municipality of the FEC and FECMS and the municipality's population as reported by the most recently available U.S. Census Bureau data.
3. The identification of the hospital that owns or controls the FEC and the distance of the proposed FEC from that hospital, including an explanation of how that distance was calculated.
4. The identification of the Resource Hospital affiliated with the FEC, the distance of the proposed FEC from that Resource Hospital, (including an explanation of how that distance was calculated), and identification of that Resource Hospital's EMS system, including certification of the hospital's Resource Hospital status.
5. Certification signed by two authorized representative(s) of the applicant entity(s) that they have reviewed, understand and plan to comply with both of the following requirements:
  - A) The requirements of becoming a Medicare provider of freestanding emergency services; and
  - B) The requirements of becoming licensed under the Emergency Medical Services Systems Act [210 ILCS 50/32.5].
6. Area Need; Service to Area Residents - Document the proposed service area and projected patient volume for the proposed FEC:
  - A) Provide a map of the proposed service area, indicating the boundaries of the service area, and the total minutes travel time from the proposed site, indicating how the travel time was calculated.
  - B) Provide a list of the projected patient volume for the proposed FEC, categorized by zip code. Indicate what percentage of this volume represents residents from the proposed FEC's service area.
  - C) Provide either of the following:
    - a) Provide letters from authorized representatives of hospitals, or other FEC facilities, that are part of the Emergency Medical Services System (EMSS) for the defined service area, that contain patient origin information by zip code, (each letter shall contain a certification by the authorized representative that the representations contained in the letter are true and correct. A complete set of the letters with original notarized signatures shall accompany the application for permit), or
    - b) Patient origin information by zip code from independent data sources  
(e.g., Illinois Hospital Association CompData or IDPH hospital discharge data), based upon the patient's legal residence, for patients receiving services in the existing service area's facilities' emergency departments (EDs), verifying that at least 50% of the ED patients

**Freestanding Emergency Center Medical Services  
(continued)**

served during the last 12-month period were residents of the service area.

7. Area Need; Service Demand – Historical Utilization
  - A) Provide the annual number of ED patients that have received care at facilities that are located in the FEC's service area for the latest two-year period prior to submission of the application
  - B) Provide the estimated number of patients anticipated to receive services at the proposed FEC, including an explanation of how the projection was determined.
8. Area Need; Service Accessibility - Document the following (using supporting documentation as specified in accordance with the requirements of 77 IAC 1110.3230(b)(4)(B) Supporting Documentation):
  - i) The absence of the proposed ED service within the service area;
  - ii) The area population and existing care system exhibit indicators of medical care problems,
  - iii) All existing emergency services within the 30-minute normal travel time meet or exceed the utilization standard specified in 77 IAC 1100.
9. Unnecessary Duplication - Document that the project will not result in an unnecessary duplication by providing the following information:
  - A) A list of all zip code areas (in total or in part) that are located within 30 minutes normal travel time of the project's site;
  - B) The total population of the identified zip code areas (based upon the most recent population numbers available for the State of Illinois population); and
  - C) The names and locations of all existing or approved health care facilities located within 30 minutes normal travel time from the project site that provide emergency medical services.
10. Unnecessary Maldistribution - Document that the project will not result in maldistribution of services by documenting the following:
  - A) Historical utilization (for the latest 12-month period prior to submission of the application) for existing ED departments within 30 minutes travel time of the applicant's site that is below the utilization standard established pursuant to 77 IAC 1100.800; or
  - B) Insufficient population to provide the volume or caseload necessary to utilize the ED services proposed by the project at or above utilization standards.
11. Unnecessary Duplication/Maldistribution – Document that, within 24 months after project completion, the proposed project will not lower the utilization of other service area providers below, or further below, the utilization standards specified in 77 Ill. Adm. Code 1100 (using supporting documentation in accordance with the requirements of 77 IAC 1110.3230(c)(4)).
12. Staffing Availability - Document that a sufficient supply of personnel will be available to staff the service (in accordance with the requirements of 1110.3230(e)).

**B. Criterion 1110.3230 – EXPANSION OF EXISTING FREESTANDING EMERGENCY CENTER MEDICAL SERVICES**

Read the criterion and provide the following information:

1. The identification of the municipality of the FEC and FECMS and the municipality's population as reported by the most recently available U.S. Census Bureau data.

**Freestanding Emergency Center Medical Services  
(continued)**

2. The identification of the hospital that owns or controls the FEC and the distance of the proposed FEC from that hospital, including an explanation of how that distance was calculated.
3. The identification of the Resource Hospital affiliated with the FEC, the distance of the proposed FEC from that Resource Hospital, (including an explanation of how that distance was calculated), and identification of that Resource Hospital's EMS system, including certification of the hospital's Resource Hospital status.
4. Provide copies of Medicare and EMS licensure, in addition to certification signed by two authorized representative(s) of the applicant entity(s), indicating that the existing FEC complies with both of the following requirements:
  - A) The requirements of being a Medicare provider of freestanding emergency services; and
  - B) The requirements of being licensed under the Emergency Medical Services Systems Act [210 ILCS 50/32.5].
5. Area Need; Service to Area Residents - Document the proposed service area and projected patient volume for the expanded FEC:
  - A) Provide a map of the proposed service area, indicating the boundaries of the service area, and the total minutes travel time from the expanded FEC, indicating how the travel time was calculated.
  - B) Provide a list of the historical (latest 12-month period) patient volume for the existing FEC, categorized by zip code, based on the patient's legal residence. Indicate what percentage of this volume represents residents from the existing FEC's service area, based on patient's legal residence.
6. Staffing Availability - Document that a sufficient supply of personnel will be available to staff the service (in accordance with the requirements of 1110.3230(e)).

**C. Criterion 1110.3230 - MODERNIZATION OF EXISTING FREESTANDING EMERGENCY CENTER (MEDICAL SERVICES) CATEGORY OF SERVICE**

Read the criterion and provide the following information:

1. The historical number of visits (based on the latest 12-month period) for the existing FEC.
2. The identification of the municipality of the FEC and FECMS and the municipality's population as reported by the most recently available U.S. Census Bureau data.
3. The identification of the hospital that owns or controls the FEC and the distance of the proposed FEC from that hospital, including an explanation of how that distance was calculated.
4. The identification of the Resource Hospital affiliated with the FEC, the distance of the proposed FEC from that Resource Hospital, (including an explanation of how that distance was calculated), and identification of that Resource Hospital's EMS system, including certification of the hospital's Resource Hospital status.
5. Provide copies of Medicare and EMS licensure, in addition to certification signed by two authorized representative(s) of the applicant entity(s), indicating that the existing FEC complies with both of the following requirements:
  - A) The requirements of being a Medicare provider of freestanding emergency services; and
  - B) The requirements of being licensed under the Emergency Medical Services Systems Act [210 ILCS 50/32.5].



**Freestanding Emergency Center Medical Services**  
(continued)

6. Category of Service Modernization - Document that the existing treatment areas to be modernized are deteriorated or functionally obsolete and need to be replaced or modernized, due to such factors as, but not limited to; high cost of maintenance, non-compliance with licensing or life safety codes, changes in standards of care, or additional space for diagnostic or therapeutic purposes. Documentation shall include the most recent IDPH Centers for Medicare and Medicaid Services (CMMS) Inspection reports, and Joint Commission on Accreditation of Healthcare Organizations reports. Other documentation shall include the following, as applicable to the factors cited in the application; copies of maintenance reports, copies of citations for life safety code violations, and other pertinent reports and data.

APPEND DOCUMENTATION AS ATTACHMENT-38, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

The following Sections **DO NOT** need to be addressed by the applicants or co-applicants responsible for funding or guaranteeing the funding of the project if the applicant has a bond rating of A- or better from Fitch's or Standard and Poor's rating agencies, or A3 or better from Moody's (the rating shall be affirmed within the latest 18 month period prior to the submittal of the application):

- Section 1120.120 Availability of Funds – Review Criteria
- Section 1120.130 Financial Viability – Review Criteria
- Section 1120.140 Economic Feasibility – Review Criteria, subsection (a)

**VIII. - 1120.120 - Availability of Funds**

The applicant shall document that financial resources shall be available and be equal to or exceed the estimated total project cost plus any related project costs by providing evidence of sufficient financial resources from the following sources, as applicable: **Indicate the dollar amount to be provided from the following sources:**

_____	a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:
	1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and
	2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
_____	b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
_____	c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
_____	d) Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:
	1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated;
	2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;
	3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;
	4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment;
	5) For any option to lease, a copy of the option, including all terms and conditions.
_____	e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
_____	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
_____	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
	<b>TOTAL FUNDS AVAILABLE</b>

**APPEND DOCUMENTATION AS ATTACHMENT-39, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

IX. 1120.130 - Financial Viability

All the applicants and co-applicants shall be identified, specifying their roles in the project funding or guaranteeing the funding (sole responsibility or shared) and percentage of participation in that funding.

Financial Viability Waiver

The applicant is not required to submit financial viability ratios if:

1. All of the projects capital expenditures are completely funded through internal sources
2. The applicant's current debt financing or projected debt financing is insured or anticipated to be insured by MBIA (Municipal Bond Insurance Association Inc.) or equivalent
3. The applicant provides a third party surety bond or performance bond letter of credit from an A rated guarantor.

See Section 1120.130 Financial Waiver for information to be provided

**APPEND DOCUMENTATION AS ATTACHMENT-40, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

The applicant or co-applicant that is responsible for funding or guaranteeing funding of the project shall provide viability ratios for the latest three years for which **audited financial statements are available and for the first full fiscal year at target utilization, but no more than two years following project completion.** When the applicant's facility does not have facility specific financial statements and the facility is a member of a health care system that has combined or consolidated financial statements, the system's viability ratios shall be provided. If the health care system includes one or more hospitals, the system's viability ratios shall be evaluated for conformance with the applicable hospital standards.

Provide Data for Projects Classified as:	Category A or Category B (last three years)			Category B (Projected)
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

Provide the methodology and worksheets utilized in determining the ratios detailing the calculation and applicable line item amounts from the financial statements. Complete a separate table for each co-applicant and provide worksheets for each.

2. Variance

Applicants not in compliance with any of the viability ratios shall document that another organization, public or private, shall assume the legal responsibility to meet the debt obligations should the applicant default.

**APPEND DOCUMENTATION AS ATTACHMENT 41, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

**X. 1120.140 - Economic Feasibility**

This section is applicable to all projects subject to Part 1120.

**A. Reasonableness of Financing Arrangements**

The applicant shall document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests to one of the following:

- 1) That the total estimated project costs and related costs will be funded in total with cash and equivalents, including investment securities, unrestricted funds, received pledge receipts and funded depreciation; or
- 2) That the total estimated project costs and related costs will be funded in total or in part by borrowing because:
  - A) A portion or all of the cash and equivalents must be retained in the balance sheet asset accounts in order to maintain a current ratio of at least 2.0 times for hospitals and 1.5 times for all other facilities; or
  - B) Borrowing is less costly than the liquidation of existing investments, and the existing investments being retained may be converted to cash or used to retire debt within a 60-day period.

**B. Conditions of Debt Financing**

This criterion is applicable only to projects that involve debt financing. The applicant shall document that the conditions of debt financing are reasonable by submitting a notarized statement signed by an authorized representative that attests to the following, as applicable:

- 1) That the selected form of debt financing for the project will be at the lowest net cost available;
- 2) That the selected form of debt financing will not be at the lowest net cost available, but is more advantageous due to such terms as prepayment privileges, no required mortgage, access to additional indebtedness, term (years), financing costs and other factors;
- 3) That the project involves (in total or in part) the leasing of equipment or facilities and that the expenses incurred with leasing a facility or equipment are less costly than constructing a new facility or purchasing new equipment.

**C. Reasonableness of Project and Related Costs**

Read the criterion and provide the following:

- 1. Identify each department or area impacted by the proposed project and provide a cost and square footage allocation for new construction and/or modernization using the following format (insert after this page).

COST AND GROSS SQUARE FEET BY DEPARTMENT OR SERVICE											
Department (list below)	A	B	C		D		E	F	G	H	Total Cost (G + H)
	Cost/Square Foot New	Mod.	Gross Sq. Ft. New	Circ.*	Gross Sq. Ft. Mod.	Circ.*	Const. \$ (A x C)	Mod. \$ (B x E)			
Contingency											
<b>TOTALS</b>											

\* Include the percentage (%) of space for circulation

**D. Projected Operating Costs**

The applicant shall provide the projected direct annual operating costs (in current dollars per equivalent patient day or unit of service) for the first full fiscal year at target utilization but no more than two years following project completion. Direct cost means the fully allocated costs of salaries, benefits and supplies for the service.

**E. Total Effect of the Project on Capital Costs**

The applicant shall provide the total projected annual capital costs (in current dollars per equivalent patient day) for the first full fiscal year at target utilization but no more than two years following project completion.

**APPEND DOCUMENTATION AS ATTACHMENT -42, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

**XI. Safety Net Impact Statement**

**SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE AND DISCONTINUATION PROJECTS:**

1. The project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge.
2. The project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant.
3. How the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant.

**Safety Net Impact Statements shall also include all of the following:**

1. For the 3 fiscal years prior to the application, a certification describing the amount of charity care provided by the applicant. The amount calculated by hospital applicants shall be in accordance with the reporting requirements for charity care reporting in the Illinois Community Benefits Act. Non-hospital applicants shall report charity care, at cost, in accordance with an appropriate methodology specified by the Board.
2. For the 3 fiscal years prior to the application, a certification of the amount of care provided to Medicaid patients. Hospital and non-hospital applicants shall provide Medicaid information in a manner consistent with the information reported each year to the Illinois Department of Public Health regarding "Inpatients and Outpatients Served by Payor Source" and "Inpatient and Outpatient Net Revenue by Payor Source" as required by the Board under Section 13 of this Act and published in the Annual Hospital Profile.
3. Any information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

**A table in the following format must be provided as part of Attachment 43.**

Safety Net Information per PA 96-0031			
CHARITY CARE			
Charity (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
<b>Total</b>			
Charity (cost in dollars)	Year	Year	Year
Inpatient			
Outpatient			
<b>Total</b>			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
<b>Total</b>			

Medicaid (revenue)			
Inpatient			
Outpatient			
Total			

APPEND DOCUMENTATION AS ATTACHMENT-43, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**XII. Charity Care Information**

Charity Care information **MUST** be furnished for **ALL** projects.

1. All applicants and co-applicants shall indicate the amount of charity care for the latest three **audited** fiscal years, the cost of charity care and the ratio of that charity care cost to net patient revenue.
2. If the applicant owns or operates one or more facilities, the reporting shall be for each individual facility located in Illinois. If charity care costs are reported on a consolidated basis, the applicant shall provide documentation as to the cost of charity care; the ratio of that charity care to the net patient revenue for the consolidated financial statement; the allocation of charity care costs; and the ratio of charity care cost to net patient revenue for the facility under review.
3. If the applicant is not an existing facility, it shall submit the facility's projected patient mix by payer source, anticipated charity care expense and projected ratio of charity care to net patient revenue by the end of its second year of operation.

Charity care" means care provided by a health care facility for which the provider does not expect to receive payment from the patient or a third-party payer. (20 ILCS 3960/3) Charity Care **must** be provided at cost.

A table in the following format must be provided for all facilities as part of Attachment 44.

CHARITY CARE			
	Year	Year	Year
Net Patient Revenue			
Amount of Charity Care (charges)			
Cost of Charity Care			

APPEND DOCUMENTATION AS ATTACHMENT-44, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

After paginating the entire, completed application, indicate in the chart below, the page numbers for the attachments included as part of the project's application for permit:

<b>INDEX OF ATTACHMENTS</b>		
<b>ATTACHMENT NO.</b>		<b>PAGES</b>
1	Applicant/Coapplicant Identification including Certificate of Good Standing	56-57
2	Site Ownership	58-94
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	95
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	96
5	Flood Plain Requirements	97-99
6	Historic Preservation Act Requirements	100
7	Project and Sources of Funds Itemization	101
8	Obligation Document if required	102-135
9	Cost Space Requirements	136
10	Discontinuation	N/A
11	Background of the Applicant	137
12	Purpose of the Project	138-139
13	Alternatives to the Project	140
14	Size of the Project	141
15	Project Service Utilization	142
16	Unfinished or Shell Space	N/A
17	Assurances for Unfinished/Shell Space	N/A
18	Master Design Project	N/A
19	Mergers, Consolidations and Acquisitions	N/A
	<b>Service Specific:</b>	
20	Medical Surgical Pediatrics, Obstetrics, ICU	N/A
21	Comprehensive Physical Rehabilitation	N/A
22	Acute Mental Illness	N/A
23	Neonatal Intensive Care	N/A
24	Open Heart Surgery	N/A
25	Cardiac Catheterization	N/A
26	In-Center Hemodialysis	N/A
27	Non-Hospital Based Ambulatory Surgery	143-158
28	General Long Term Care	N/A
29	Specialized Long Term Care	N/A
30	Selected Organ Transplantation	N/A
31	Kidney Transplantation	N/A
32	Subacute Care Hospital Model	N/A
33	Post Surgical Recovery Care Center	N/A
34	Children's Community-Based Health Care Center	N/A
35	Community-Based Residential Rehabilitation Center	N/A
36	Long Term Acute Care Hospital	N/A
37	Clinical Service Areas Other than Categories of Service	N/A
38	Freestanding Emergency Center Medical Services	N/A
	<b>Financial and Economic Feasibility:</b>	
39	Availability of Funds	N/A
40	Financial Waiver	N/A
41	Financial Viability	N/A
42	Economic Feasibility	159
43	Safety Net Impact Statement	160
44	Charity Care Information	161

ATTACHMENT – 1

Applicant Identification  
Including Certificate of Good Standing

The applicant, Oak Brook Fertility Center, Ltd. d/b/a The IVF Surgery Center at RMI, is a for-profit corporation in good standing in the State of Illinois; as evidenced by the attached Certificate of Good Standing.



Attachment 1

File Number 6163-255-7



**To all to whom these Presents Shall Come, Greeting:**

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

OAK BROOK FERTILITY CENTER, LTD., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 02, 2001, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1121301306

Authenticate at: <http://www.cyberdriveillinois.com>

***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 1ST day of AUGUST A.D. 2011 .***

*Jesse White*

SECRETARY OF STATE

ATTACHMENT – 2

Site Ownership

The listed owner of the project site, 2425 W. 22<sup>nd</sup> Street, Suite 102, Oak Brook, Illinois, 60523, is LaSalle National Trust, NA, as trustee under trust number 113573. This is evidenced by the attached lease and sublease for the site.

2425 WEST 22<sup>ND</sup> STREET  
OAK BROOK, ILLINOIS 60523

This LEASE, made as of the 1st day of **July, 2010**, between LA SALLE NATIONAL TRUST, N.A., as Trustee under trust number 113573 (Herein called "Landlord") and **Reproductive Medicine Institute, LLC** (herein called "Tenant"). Landlord hereby leases to Tenant and Tenant thereby accepts the premises known as Suite **102** as outlined on the floor plan attached hereby as Exhibit "A" (herein called "Premises") in the building located at 2425 West 22<sup>nd</sup> Street, Oak Brook, Illinois (hereinafter is called the "Building"). The Building and all appurtenances thereto and the land upon which it is located are hereinafter called the "Property").

The "Rentable Area of the Premises" as defined in Section 2(A) (vi) is **5101.36** square feet which includes 987.36 square feet of common areas. Tenant's share is 9.179% of the total rentable space.

The "Rentable Area of the Building" as defined in Section 2(A) (v) is **55,572.00** square feet.

The Tenant has deposited the sum of **Ten Thousand Two Hundred Two Dollars and 72/100 Cents (\$10,202.72)** as an advance payment of the first month's Base Rent.

The term (herein called "Term") shall be **ten (10) years (120 months)** commencing on **October 1, 2010** and ending on **September 30, 2020** (unless extended pursuant to the provision of Section 32 of this Lease) with the option of two five year extensions. Tenant shall pay the rent no later than the 5<sup>th</sup> of each month and shall pay as rent for the Premises the sums hereinafter provided without any set-off, abatement, counterclaim or deduction whatsoever.

IN CONSIDERATION THEREOF, THE PARTIES HERETO COVENANT AND AGREE:

1. Base Rent.

Subject to periodic adjustment as hereinafter provided, Tenant shall pay as Base Rent (herein called "Base Rent" for the first year of the Term to Landlord for the Premises the sum **One Hundred Twenty Two Thousand Four Hundred Thirty-Two Dollars and 64/100 Cents (\$122,432.64)** payable in equal monthly installments (herein called "Monthly Base Rent") of **\$10,202.72** in advance on the first day of the Term and on the first day of each calendar month thereafter of the Term, and at the same monthly rate applied on a per diem basis for fractions of a month if the Term shall begin on any day except the first day, or shall end on any day except the last day of a calendar month.

Base Rent shall increase each year on the anniversary date of the commencement date of the Term in an amount equal to three percent (**3%** as of the beginning of the third year) per annum times the Base Rent in effect for the month preceding the date upon which said Base Rent is adjusted.

If the commencement date of this Lease is other than the first day of a calendar month,



then Base Rent shall be adjusted on the anniversary date of the first day of the first full calendar month after the commencement date of the Lease.

Base Rent, Rent Adjustment and Additional Rent (hereinafter defined) and all other amounts becoming due from Tenant to Landlord hereunder (herein collectively called the "Rent" shall be paid in lawful money of the United States to Landlord at the office of Landlord, or as otherwise designated from time to time by written notice from Landlord to Tenant. Concurrently with the execution hereof and at Landlord's request, Tenant shall pay to Landlord Base Rent for the first full calendar month of the Term.

If Tenant occupies the Premises prior to the beginning of the Term, the Terms and conditions of the Lease shall apply, including payment of the rent for said pre-term occupancy.

Base Rent and Additional Rent shall be due on the first day of each calendar month. In the event Base Rent and Additional Rent is not received by Landlord by the fifth (5<sup>th</sup>) day of the month, then Tenant shall pay, in addition to such rent, a late payment charge of five percent (5%) of the amount due.

2. Additional Rent. \*

The Rent shall be subject to periodic adjustment with respect to each Adjustment Year (as hereinafter defined), and Tenant shall pay any such adjustments of Additional Rent, in accordance with the following provisions:

A. Definitions. As used in this Lease,

- (i) "Adjustment Date" shall mean the first day of the Term and each January 1<sup>st</sup> thereafter occurring with the Term.
- (ii) "Adjustment Year" shall mean each calendar year during which an Adjustment Date occurs.
- (iii) "Expenses" shall mean and include all expenses, costs, fees and disbursements paid or incurred by or on behalf of the Landlord for owning, managing, operating, maintaining and repairing the Property, including (without limitation) the cost of electricity for common areas, window cleaning, painting, insurance, including but not limited to, fire extended coverage, liability, workmen's compensation, or any other insurance carried by the landlord and applicable to the Property, supplies, sales or use taxes on supplies or services, the charges of any independent contractor who, under contract with the Landlord or its representatives, does any of the work of operating, maintaining or repairing of the Property, legal and accounting expenses, including but not limited to, such expenses as relate to seeking or obtaining reductions in and refunds of real estate taxes, administration expenses, or any other expense or charge whether or not herein before mentioned, which in accordance with generally accepted accounting and management principles respecting first-class office-service buildings in the greater DuPage County area, Illinois, would be considered as an expense of owning, managing, operating, maintaining, or repairing the Property. Expenses shall not include costs or



other items included within the meaning of "Taxes" (as hereinafter defined), costs of alterations of the Premises of tenants of the Building, costs of capital improvements to the Building, depreciation charges, interest and principal payments on mortgages, ground rental payments, and real estate brokerage and leasing commissions, except as hereinafter otherwise provided.

Notwithstanding anything contained in this clause (iii) of Section 2(A) to the contrary, the cost of any capital improvements to the Building made after the date of this Lease which reduce expenses or which are required under any governmental laws, regulations or ordinances which were not applicable to the Building at the time it was constructed, amortized over such reasonable period as Landlord shall determine, together with interest on the amortized cost of any such improvement (at the prevailing construction loan rate available to Landlord on the date the cost of such improvement was incurred) shall be included in Expenses.

- (iv) "Taxes" shall mean real estate taxes, assessments (whether they be general or special), taxes based upon the receipt of rent, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary but not including income or franchise taxes other than income taxes similar to and including the Illinois Replacement Tax, capital stock, inheritance, estate, gift, or any other taxes imposed upon or measured by the Landlord's income or profits, unless the same shall be imposed in lieu of real estate taxes or other ad valorem taxes, which may now or hereafter be levied, assessed or imposed against the Property, or the rents or income derived there from.

All references to Taxes for a particular year shall be deemed to refer to Taxes levied, assessed or imposed for such year without regard to when such Taxes are payable

- (v) "Rentable Area of the Building" shall mean the sum of the areas of all space of the Building computed by measuring to the centerline of the exterior wall. If, during the Term, the actual Rentable Area of the Building is increased or decreased as a result of adding office space to the Building or removing office space from the Building, Landlord may change the Rentable Area and or the common area of the Building by written notice to Tenant.
- (vi) "Rentable Area of the Premises" shall mean the area measured from the center line of the exterior wall to the center line of all demising partitions plus Tenant's Proportionate Share of the utility closets, Atrium, conference room, elevator and hallways for a total rentable area of square feet.
- (vii) "Tenant's Proportionate Share" shall mean the percentage obtained by dividing the Rentable Area of the Premises by the Rentable Area of the Building.

- (viii) "Rent Adjustment" shall mean all adjustments to Rent provided in this



Section 2, including any amounts payable by Tenant to Landlord on account of such adjustments.

- A. Additional Rent. Tenant shall pay as Additional Rent with respect to each Adjustment Year an amount equal to the sum of Tenant's Proportionate Share times the Taxes and Expenses for such Adjustment Year.
- B. Payments of Additional Rent, Projections. Each month during the Term of the Lease, Tenant shall pay Landlord an amount equal to one-twelfth (1/12) of the amount of the estimated Additional Rent payable pursuant to Subsection (B) above, if any. Said amount shall be based upon the actual Taxes and Expenses for the Building for the previous Adjustment Year.
- C. Readjustments. As soon as reasonably practical following the end of each Adjustment Year, Landlord shall notify Tenant in writing ("Landlord's Statement") of such Taxes and/or Expenses and Additional Rent with respect to such Adjustment Year. Landlord's Statement shall be in reasonable detail showing the Additional Rent due from Tenant and the method of calculation of such amount and the basis therefore. If such actual share of Additional Rent owed for such Additional Year exceeds estimated payments paid by Tenant during such Adjustment Years, then Tenant shall, within thirty (30) days after the date of Landlord's Statement pay to Landlord an amount equal to such excess. If the Additional Rent paid by Tenant during such Adjustment Year exceeds the Additional Rent due from Tenant for such Adjustment Year, then Landlord shall credit such excess to Rent payable after the date of Landlord's Statement until such excess has been exhausted. If this Lease shall expire prior to full application of such excess, Landlord shall pay to Tenant the balance thereof not theretofore applied against Rent and not reasonably required for payment of Rent Adjustment for the Adjustment Year in which the Lease expires. No interest or penalties shall accrue on any amounts which Landlord is obligated to credit or pay to Tenant by reason of this Section 2 (D). Unless the Tenant shall take written exception to any item within thirty (30) days after the furnishing of the Landlord's Statement, Landlord's Statement shall be considered as final and accepted by the Tenant.
- D. Proration and Survival. With respect to any Adjustment Year which does not fall entirely within the Term, Tenant shall be obligated to pay as Rent Adjustment for each Adjustment Year only a prorata share of Rent Adjustment as hereinabove determined, based upon the number of days of the Term falling within the Adjustment Year. Following expiration or termination of this Lease, Tenant shall pay any Rent Adjustment due to the Landlord within fifteen (15) days after the date of Landlord's Statement sent to Tenant. Without limitation on other obligations of Tenant which shall survive the expiration of the Term, the obligation of Tenant to pay Rent Adjustment provided for in this Section 2 shall survive the expiration or termination of this Lease.
- E. No Decrease in Base Rent. In no event shall any Rent Adjustment result in a decrease



of the Base Rent payable hereunder as set forth in Section 1 hereof.

- F. Additional Rent. All amounts payable by Tenant as or on account of Rent Adjustment shall be deemed to be additional rent becoming due under this Lease.

\*Additional rent shall be \$6.55/sq. ft. per year for the first two (2) years, from third (3) to tenth (10) year shall be \$9.00 per sq. ft. per year.

3. Security Deposit.

Tenant has deposited with Landlord **Ten Thousand Two Hundred Two Dollars and 72/100 Cents (\$10,202.72)** as security for the full and faithful performance of every provision of this Lease to be performed by Tenant. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of Rent, following any applicable notice and cure period Landlord may use, apply or retain all or any part of this Security Deposit for the payment of any Rent and any other sum in default, or for the payment of any other amount which Landlord may spend or become obligated to spend by reason of Tenant's default. If any portion of said deposit is used or applied to cure a monetary default, Tenant shall within five (5) days after written demand deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a material breach of this Lease. Tenant may not elect to apply any portion of the Security Deposit toward the payment of Rent or other charges payable by Tenant under this Lease. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit of any balance thereof shall be returned to Tenant (or at Landlord's option, to the last assignee of Tenant's interest hereunder) within thirty (30) days after the expiration of the Term and Tenant's vacation of the Premises. Tenant hereby agrees not to look to any mortgagee as mortgagee in possession, or successor in title to the Building for accountability for any Security Deposit required by the Landlord hereunder, unless said sums have actually been received by said mortgagee as security for the Tenant's performance of this Lease. The Landlord may deliver the funds deposited hereunder by Tenant to the purchasers of Landlord's interest in the Building, in the event that such interest is sold, and thereupon Landlord shall be discharged from any further liability with respect to such Security Deposit.

4. Use of Premises.

Tenant shall use and occupy the Premises for office practice of **Reproductive Medicine** and for no other use or purpose. Tenant shall not use or occupy the Premises or permit the use or occupancy of the Premises for any purpose or in any manner which (i) is unlawful or in violation of any applicable legal or governmental requirement, ordinance or rule; (ii) may be dangerous to persons or property; (iii) may invalidate or increase the amount of premiums for any policy of insurance affecting the Property, and if any additional amounts of insurance premiums are so incurred, Tenant shall pay to landlord the additional amounts on demand; or (iv) may create a nuisance, disturb any other tenant of the building or injure the reputation of the

Building; or compete with the services of the other tenants of the building.

5. Services.

- A. The Landlord, so long as Tenant is not in default under this Lease, shall furnish water in common with other tenants from Village of Oak Brook water mains for drinking, lavatory and toilet purposes drawn through fixtures installed by the landlord or by Tenant in the Premises with Landlord's written consent. Tenant shall pay Landlord additional rent at rates fixed by Landlord for water furnished for any other purpose. The Tenant shall not waste or permit the waste of water.
- B. All janitorial services in the Premises are included in Additional Rent.
- C. Electricity shall not be furnished by Landlord, but shall be furnished directly to Tenant by the approved electric utility company serving the area. Landlord shall permit the Tenant to receive such service direct from such utility company at Tenant's cost on a separately metered basis and shall permit Landlord's wire and conduits, to the extent available, suitable and safely capable, to be used for such purposes. Landlord represents and warrants that Landlord's wire and conduit currently installed in the Building permit is adequate electrical service to the Premises for the use of the Premises contemplated by this Lease. Tenant shall make all necessary arrangements with the utility company for paying for electric current by it to Tenant, and Tenant shall pay for all charges for electrical current consumed on the Premises during Tenant's occupancy thereof. The electricity used during the performance of janitor services, the making of alterations or repairs in the Premises, for the operation of Tenant's heating or air conditioning system contained in the Premises, and for the operation of any special heating or air conditioning systems which may be required for data processing equipment, typesetting equipment or for other special equipment or machinery installed by Tenant, shall be paid for by Tenant. Tenant shall make no alterations or additions to the electric equipment or appliances without the prior written consent of the Landlord in each instance, which consent shall not be unreasonably withheld. Tenant covenants and agrees that at all times its use of electric current shall never exceed the capacity of the feeders to the Building or the risers or wiring installed thereon;
- D. Landlord shall provide landscaping, snow removal, window washing and those other services which, in Landlord's discretion, are customarily provided in equivalent office and service buildings. Heat and air conditioning is provided seven (7) days a week during business hours.
- E. Landlord shall provide passenger elevator service for the Building and access to the Premises twenty-four (24) hours a day, seven (7) days a week and freight elevator service at all times for normal office deliveries subject to scheduling by Landlord (but no advance scheduling shall be required for such freight elevator service during Tenant's normal business hours.
- F. Landlord shall not be obligated to furnish any service other than those services



specified in Sections 5(A) through 5(E) or to furnish such services at times other than Tenant's normal business hours other than as expressly set forth herein. Those services described in Sections 5(A) through 5(E) shall all be deemed Expenses and charged to Tenant as Additional Rent (except to the extent to be fully paid by Tenant or Landlord).

Landlord shall provide such extra or additional services as it is reasonably possible for the Landlord to provide, and as the Tenant may from time to time request, within a reasonable period after the time such extra or additional services are requested, provided that Tenant shall, for such extra or additional services, pay Landlord's actual cost incurred in providing them, such amount to be **approved by tenant and** considered Additional Rent hereunder. All charges for such extra or additional services shall be due and payable at the same time as the installment of Base Rent with which they are billed, or if billed separately, shall be due and payable within ten (10) business days after such billing. Any such billings for extra or additional services shall include an itemization of the extra or additional services rendered, and the charge for each such service.

Failure by Tenant to promptly pay Landlord's proper charges for water, or other services shall give Landlord, upon no less than ten (10) days written notice, the right to discontinue furnishing the services, and no such discontinuance shall be deemed an eviction or disturbance of Tenant's use of the Premises or render Landlord liable for damages or relieve Tenant from performance of Tenant's obligations under this Lease.

Tenant agrees that Landlord and its beneficiaries and their agents shall not be liable for damages, by abatement of Rent or otherwise, for failure to furnish or delay in furnishing any service or failure to perform or delay in performing any other obligation required to be performed by Landlord under this Lease by operation of law, when such failure or delay is occasioned in whole or in part, by repair or replacement of Building systems or any part thereof, by any strike, lockout or other labor trouble, by inability to secure electricity, gas, water, or other fuel at the Building after reasonable effort to do so, by any accident or casualty whatsoever, by the act or default of Tenant or other parties, or by any cause beyond the reasonable control of Landlord; and such failures or delays shall never be deemed to constitute an eviction or disturbance of the Tenant's use and possession of the Premises or relieve the Tenant from paying Rent or performing any of its obligations under this Lease.

Tenant agrees to cooperate fully, at all times, with Landlord in abiding by all reasonable regulations uniformly applied to all Tenants and requirements which Landlord may prescribe for the proper functioning and protection of all utilities and services reasonably necessary for the operation of the Premises and the Building. Landlord, throughout the Term of this Lease, shall have free access to any and all mechanical installations, and Tenant agrees that there shall be no construction or partitions or other obstructions which might interfere with the moving of the servicing equipment of Landlord to or from the enclosures containing said installations. Tenant further agrees that neither Tenant nor its

servants, employees, agents, visitors, licensees, or contractors shall at any time tamper with, adjust or otherwise in any manner affect Landlord's mechanical installations.

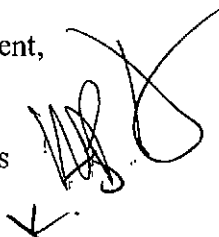
6. Condition and Care of Premises.

Tenant's taking possession of the Premises or any portion thereof is conclusive evidence against Tenant that the portion of the Premises taken possession as in good order and satisfactory condition, subject to pre-occupancy inspection and punch-list terms. No promises of the Landlord to alter, remodel, improve, repair, decorate or clean the Premises or any part thereof have been made, and no representation respecting the condition of the Premises, the Building or the Land, has been made to Tenant by or on behalf of Landlord except to the extent expressly set forth herein. This Lease does not grant any rights to light or air over about the property of Landlord. Except for any damage resulting from any act of Landlord or its employees and agents, and subject to the provisions of Section 5 and Section 15 hereof, Tenant shall at its own expense keep the Premises in as good repair and tenantable condition as when Tenant originally took possession and shall promptly and adequately repair all damage to the premises caused by Tenant or any of its employees, agents or invitees, including replacing or repairing all damaged or broken glass, fixtures and appurtenance resulting from any such damage, under the supervision and with the approval of Landlord and within any reasonable period of time specified by Landlord. If Tenant does not do so **within ten (10) business days**, Landlord may, but need not, make such repairs and replacements and Tenant shall pay Landlord the cost thereof on demand.

7. Return of Premises.

At the termination of this Lease by lapse of time or otherwise or upon termination of Tenant's right of possession without termination this Lease, Tenant shall surrender possession of the Premises to Landlord and deliver all keys to the Premises to Landlord and make known to the Landlord the combination of all locks of vaults then remaining in the Premises, and shall (subject to the following paragraph) return the Premises and all equipment and fixtures of the Landlord therein to Landlord in as good condition as when Tenant originally took possession, with ordinary wear, loss or damage by fire or other insured casualty, damage resulting from the act of Landlord or its employees and agents, and alterations made with Landlord's consent excepted, failing which Landlord may restore the Premise and such equipment and fixtures to such condition and Tenant shall pay the cost thereof to Landlord on demand.

Tenant at Tenant's sole cost and expense shall remove Tenant's furniture, equipment, inventory, machinery, safes, trade fixtures and other items of movable personal property of every kind and description (the "Tenant Improvement") (specifically excluded from Tenant Improvements are items installed by Landlord at Landlord's

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cost and expense) from the Premises and repair any damages to the Premises caused by such removal prior to the end of the Term. In the event of a default by Tenant under this Lease which results in termination of this Lease or Tenant's right of possession, whichever might be earlier, Tenant shall have ten (10) days from the date of such termination to remove the Tenant Improvements and repair any damage caused by such removal, failing which Landlord may do so and thereupon the provision of Section 17 shall apply. Tenant shall be responsible for payment of rent as a holdover tenant pursuant to the provisions of Section 8 hereof for such period of time after the termination of the Lease until removal of such Tenant Improvements by either Tenant or Landlord as provided herein. All obligations of Tenant hereunder shall survive the expiration of the Term or sooner termination of this Lease.

8. Holding Over.

In the event Tenant fails to vacate the Premises upon the expiration of the Term, Landlord, at its sole option, may elect to require Tenant to pay Landlord for each day Tenant retains possession of the Premises or any part thereof after termination of this Lease, by lapse of time or otherwise, an amount two times the amount of rent on a per diem basis (computed on a year of 360 days) based upon the annual rate of Base Rent plus all Additional Rent due under the Lease for the period in which such possession occurs, and Tenant shall also pay all damages, consequential as well as direct, sustained by Landlord by reason of such retention. Nothing contained in this Section, however, shall be construed or operate as a waiver of Landlord's right of re-entry or any other right of Landlord.

9. Rules and Regulations.

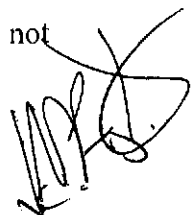
Tenant agrees to observe the rights reserved to landlord contained in Section 11 hereof and agrees, for itself, its employees, agents, clients, customers, invitees and guests, to comply with such other reasonable rules and regulations as shall be adopted by landlord pursuant to Section 11 of this Lease.

Any violation by Tenant of any of the rules and regulations of this Lease, or as may hereinafter be adopted by landlord pursuant to Section 11 of this Lease, may be restrained; but whether or not so restrained, Tenant acknowledges and agrees that it shall be and remain liable for all damages, loss, costs and expenses, including reasonable attorney's fees, resulting from any violation by the Tenant of any of said rules and regulations. Landlord shall make a good faith effort to uniformly enforce said rules and regulations; provided, however, that Landlord and its beneficiaries shall not be liable to Tenant for violation of the same by any other tenant, its employees, agents, invitees, or by any other person.

10. Restriction on Use.

Tenant agrees not to perform any elective abortion in building and Landlord shall not be liable under any circumstances whatsoever for violations committed by other tenants.

11. Rights Reserved to Landlord.



Landlord reserves the following rights, exercisable without notice and without liability to Tenant for damage or injury to property, person or business and without effecting an eviction or disturbance of Tenant's use or possession or giving rise to any claim for set-off or abatement of rent or affecting any of Tenant's obligations under this Lease:

- A. To change the name of the Property
- B. To install and maintain signs on the exterior of the Property.
- C. To prescribe reasonable rules and regulations with respect to use of the Common Areas and for parking by employees and invitees of the Tenant and other tenants of the Property.
- D. To retain at all times, and to use in appropriate emergency instances, pass keys to the Premises.
- E. To grant to anyone the right to conduct any business or render any service in the Property, provided however, that Landlord will not lease space in the building to other reproductive medical practice without prior approval of Tenant. However, such approval will not be unreasonably withheld.
- F. To decorate, remodel, repair, alter or otherwise prepare the Premises for re-occupancy at any time after vacates or abandons the Premises, or possession by Tenant is terminated pursuant to Section 16 of the Lease.
- G. To enter the Premises at reasonable hours for reasonable purposes including inspection and supplying services to be provided to Tenant hereunder. **In the event of a non emergency situation, inspection of embryology lab will not be done unless laboratory employee is in attendance.**
- H. From time to time to make and adopt such reasonable rules and regulations for the protection and welfare of the Building and its tenants and occupants, as the Landlord may determine, and the Tenant agrees to abide by all such rules and regulations.

12. Alterations and Repairs.

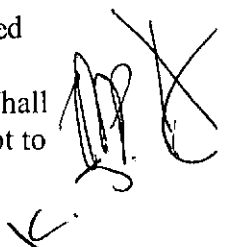
- A. Without Landlord's prior written consent which shall not be unreasonably withheld, except for normal maintenance, Tenant shall not make or cause to be made any electrical, ventilation, air conditioning or other type of alterations, improvements, additions, changes or repairs (except for emergency repairs) in or to the Premises. As a condition to granting its consent, Landlord may impose reasonable requirements, including, without limitation, requirements as to the manner and time for the performance of any such work and the type and amount of insurance and bonds Tenant must acquire and maintain in connection therewith. In addition, at Landlord's option, Landlord shall have the right to approve the contractors, architects or mechanics performing the work which shall not be unreasonably withheld; to approve all plans and specifications relating to the work; to review the work of Tenant's architects, engineers, contractors or mechanics and to control any construction or other activities being undertaken within the Building, and to order reasonable changes in the work in instances in which materials or workmanship is defective or not in accordance with plans or specifications previously approved by Landlord.
- B. All work in connection with any alterations, improvements, changes, additions or

repairs in the Premises or the Building made by or for the benefit of Tenant shall be performed in full compliance with all laws, ordinances, regulations, rules and requirements of all governmental entities having jurisdiction and in full compliance with all insurance rules, orders, directions, regulations and requirements. If there is now or if there shall be installed in the Building a sprinkler system, and if any fire rating bureau or any similar body having jurisdiction or any governmental authority having jurisdiction requires or recommends that any changes, modifications, alterations, additional sprinkler heads or other equipment be made or supplied by reason of Tenant's business or the improvements it has added or the location of partitions, trade fixtures or other contents of the Premises, or if any such changes, modifications, alterations, additions or other equipment become necessary to prevent imposition of a penalty or change against the full allowance for a sprinkler system in the fire insurance rate as fixed by said bureau or by any fire insurance company, Tenant shall, at its own cost, promptly make and supply all such changes, modifications, alterations, additional sprinkler heads or other equipment to the Premises, but only if such changes, modifications, alterations, additional sprinkler heads, or other equipment are required due to changes made to the Premises by Tenant subsequent to initial occupancy by Tenant.

- C. Before work is commenced as provided in this Section 12, Tenant shall give Landlord at least fifteen (15) days written notice. Upon the request of Landlord, for all work in excess of \$5,000.00, Tenant shall secure, at Tenant's own cost, a completion and lien indemnity bond, satisfactory to Landlord, for said work, and during the progress of the work, Tenant shall, upon Landlord's request, furnish Landlord with sworn contractors' statements and lien waivers covering all work theretofore performed. Any mechanic's liens for work claimed to have been performed for, or materials claimed to have been furnished to, Landlord or Tenant shall be discharged by Tenant, by bond or otherwise, within ten (10) days after filing of such lien, at Tenant's sole expense. Tenant agrees to indemnify, hold harmless and defend Landlord from any loss, cost, damage or expense, including reasonable attorneys' fees, arising out of any such lien claim or out of any other claim relating to work done or materials supplied to the Premises at Tenant's request or on Tenant's behalf.

13. Assignment and Subletting.

- A. Subject to the provisions of Section 13(B) hereof and subject to the prior written consent of Landlord, which shall not be unreasonably withheld, Tenant shall have the right to assign or sublease this Lease; provided, however, that any such sublease or assignment specifically shall require compliance with the terms of Section 4 of this Lease. Landlord's consent, among other criteria, shall be based upon the business reputation and credit worthiness of the proposed subtenant or assignee, the proposed use of the Premises, and the resulting tenant mix.
- B. Consent by Landlord to any assignment, subletting, use or occupancy, or transfer shall not operate to relieve the Tenant from any covenant or obligation hereunder, except to

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the extent, if any, expressly provided for in such consent, or be deemed to be a consent to or relieve Tenant from obtaining Landlord's consent to any subsequent assignment, transfer, lien, charge, subletting use or occupancy Tenant shall pay all of Landlord's reasonable costs, charges and expenses, including reasonable attorneys' fees incurred in connection with any assignment or sublease requested or made by Tenant.

- C. **Tenant shall not sell, transfer or assign more than 50% of the corporate/LLC shares of the Tenant without the consent of the Landlord and such consent shall not be unreasonably withheld.**
- D. In the event the Base Rent and other consideration to be paid to Tenant pursuant to any sublease or assignment pursuant to Section 13(A) hereof exceeds the Base Rent due landlord under Section 1 hereof, then Tenant shall pay to Landlord as Additional Rent on the first day of each month during the term of such sublease or assignment the sum of fifty percent (50%) of the amount of such excess Base Rent and other consideration.

14. Waiver of Certain Claims: Indemnity by Tenant.

Except with respect to matters which result from the negligence or willful misconduct of Landlord and its beneficiaries and their agents, Tenant releases Landlord and its beneficiaries, and their agents, servants and employees, from and waives all claims for damages to person or property sustained by the Tenant or by any occupant of the Premises or the Building, or by any other person, resulting directly or indirectly from fire or other casualty, cause or any existing or future condition, defect, matter or thing in or about the Premises, the Building or any part of it, or from any equipment or appurtenance therein, or from any accident in or about the Building, or from any act of neglect of any tenant or other occupant of the Building or any part thereof or of any other person, including Landlord's agents and servants. This Section 14 shall apply especially, but not exclusively, to damage caused by water, snow, frost, steam, excessive heat or cold, sewage, gas, odors or noise, or the bursting or leaking of pipes or plumbing fixtures, broken glass, sprinkling or air conditioning devices or equipment, or flooding of basements, and shall apply without distinction as to the person whose act or neglect was responsible for the damage and whether the damage was due to any of the acts specifically enumerated above, or from any of wholly different nature. If any damage to the Premises or the Building or any equipment or appurtenance therein, whether belonging to Landlord or to other tenants or occupants of the Building, results from any act or neglect of the Tenant, its employees, agents or invitees, Tenant shall be liable therefore and Landlord may at its option repair such damage and Tenant shall upon demand by Landlord reimburse Landlord for all costs of such repairs and damages in excess of amounts, if any, paid to Landlord under insurance covering such damages. All personal property belonging to the Tenant or any occupant of the Premises that is in the Building or the Premises shall be there at the risk of the Tenant or other person only and Landlord shall not be liable for damage thereto or theft or misappropriation thereof.

Except with respect to matters which result from the negligence or willful misconduct of Landlord and its beneficiaries and their agents, Tenant agrees to hold landlord and its beneficiaries, and their agents, servants and employees, harmless and to indemnify



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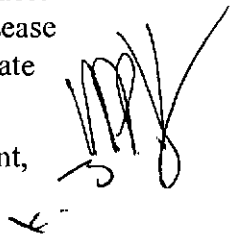
each of them against claims and liabilities, including reasonable attorney's fees, for injuries to all persons and damage to or theft or misappropriation or loss of property occurring in or about the Premises arising from Tenant's occupancy of the Premises or the conduct of its business or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Premises or from any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of Tenant in the performance pursuant to the terms of this Lease or due to any other act or omission of the Tenant, its agents or employees.

15. Damage or Restriction by Casualty.

If the premises or any part of the Property shall be damaged by fire or other casualty and if such damage does not render all or a substantial portion of the Premises or the Property untenable, then Landlord shall proceed to repair and restore with reasonable promptness the same, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's control. If any such damage renders all or a substantial portion of the premises or the Property untenable (as determined in good faith by either Tenant or Landlord), Landlord shall, within fifteen (15) days after the occurrence of such damage, estimate the length of time that will be required to substantially complete the repair and the restoration of such damage and shall by notice advise Tenant of such estimate. If it is so estimated that the amount of time required to substantially complete such repair and restoration will exceed one hundred eighty (180) days from the date such damage occurred, then either Landlord or Tenant (but as to Tenant, only if all or a substantial portion of the Premises are rendered untenable) shall have the right to terminate this Lease as of the date of such damage upon giving notice to the other at any time within ten (10) days after Landlord gives Tenant the notice containing said estimate (it being understood that Landlord may, if it elects to do so, also give such notice of termination together with the notice containing said estimate). Unless this Lease is terminated as provided in the preceding sentence, Landlord shall proceed with reasonable promptness to repair and restore the Premises and/or the Property, subject to reasonable delays for insurance adjustments and delays caused by matters beyond Landlord's control, and also subject to zoning laws and building codes then in effect. Landlord shall have no liability to Tenant, and Tenant shall not be entitled to terminate this Lease if such repairs and restorations are not in fact completed within the time period estimated by Landlord, as aforesaid, or within said one hundred eighty (180) days, so long as Landlord shall proceed with reasonable diligence to complete such repairs and restoration.

Notwithstanding anything to the contrary herein set forth, (a) Landlord shall have no duty pursuant to this Section 15 to repair or restore any portion of the alterations, additions or improvements made by Tenant in the Premises or to expend for any repair or restoration amounts in excess of insurance proceeds paid to Landlord and available for repair or restoration, and (b) Tenant shall not have the right to terminate this Lease pursuant to this Section 15 if the damage or destruction was caused by the deliberate act or neglect of Tenant, its agents or employees.

In the event such fire or casualty damage not caused by the act or neglect of Tenant,

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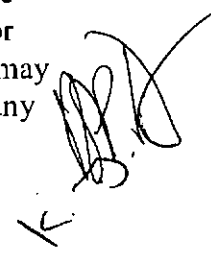
its agents or employees, renders the Premises untenable and Tenant is not occupying the Premises, and if this Lease shall not be terminated pursuant to the foregoing provisions of this Section 15 by reason of such damage, then Rent shall abate during the period beginning with the date of such damage and ending with the date when Landlord tenders the premises to Tenant and being restored to the condition of the Premises prior to the damage. Such abatement shall be in an amount bearing the same ratio to the total amount of Rent for such period as the portion of the Premises not ready for occupancy from time to time bears to the entire Premises. In the event of termination of this Lease pursuant to this Section 15, Rent shall be apportioned on a per diem basis and be paid to the date of the fire and casualty.

16. Eminent Domain.

If all or a substantial part of the Property, or any part thereof which includes all or a substantial part of the Premises, shall be taken or condemned by any competent authority for any public or quasi-public use or purpose, the Term of this Lease shall end upon and not before the date when the possession of the parts so taken shall be required for such use or purpose, and Landlord and Tenant shall be entitled to their respective awards. In either of the events above referred to, Rent, at the then current rate, and Additional Rent shall be apportioned as of the date of the termination. Tenant shall have no right to share in any condemnation award received by Landlord.

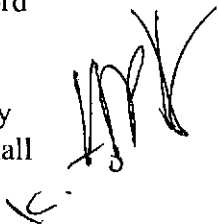
17. Default: Landlord's Rights and Remedies.

If default shall be made in the payment of the Rent or any installment thereof when due, provided that such failure to pay continues for ten (10) days after written notice to Tenant, or if default shall be made in the payment of any sum required to be paid by Tenant under the terms of another agreement between Landlord and Tenant and such default shall continue for thirty (30) days after written notice to Tenant, (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if the Tenant has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default), or if a default involves a hazardous condition and such condition is not immediately and diligently effected by Tenant, or if the interest of Tenant in this Lease shall be levied or under execution or other legal process, or if any voluntary petition in bankruptcy or for corporate reorganization or any similar relief shall be filed by Tenant, or if any involuntary petition in bankruptcy shall be filed against Tenant under any federal or state bankruptcy or insolvency act and shall not have been dismissed within thirty (30) days from the filing thereof, or if a receiver shall be appointed for Tenant or any of the property of Tenant by any court and such receiver shall not have been dismissed within thirty (30) days from the date of his appointment, or if Tenant shall make an assignment for the benefit of creditors, or if Tenant shall admit in writing Tenant's inability to meet Tenant's debts as they mature, or if Tenant shall abandon or vacate the Premises during the Term, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease, and thereupon at its option may with or without notice or demand of any kind to Tenant or any other person, have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity or elsewhere herein:





- (i) Landlord may terminate this Lease and the Term created hereby, in which event Landlord may forthwith repossess the Premises and be entitled to recover forthwith as damages a sum of money equal to the then present value (using a discount rate of 9%) of the excess of Base Rent and Additional Rent provided to be paid by Tenant for the balance of the original Term, over the fair market rental value of the Premises, plus any other sum of money and damages owed by Tenant to Landlord.
  - (ii) Landlord may terminate Tenants' right of possession and may repossess the Premises by forcible entry and detainer suit, by taking peaceful possession or otherwise, without terminating this Lease, in which event Landlord may, but shall be under no obligation to, relet the same for the account of Tenant, for such rent and upon such terms as shall be satisfactory to Landlord (provided that Landlord shall use reasonable efforts to mitigate Tenant's damages arising from Tenant's continuing liability under the Lease). For the purpose of such reletting, Landlord is authorized to decorate or to make any repairs. If Landlord shall fail to relet the Premises, Tenant shall pay to Landlord as damages a sum equal to the amount of the Rent reserve in this Lease for the balance of its original Term. If the Premises are relet and sufficient sum shall not be realized from such reletting after paying all of the costs and expenses of such decorations, repairs, changes, alterations and additions and the other expenses of such reletting and of the collection of the rent accruing there from equal or exceed the Rent provided for in this Lease for the balance of its original Term, Tenant shall satisfy and pay such deficiency upon demand therefore from time to time. Tenant agrees that Landlord may file suit to recover any sums falling due under the terms of this Section 17 from time to time and that no suit or recovery of any portion due Landlord hereunder shall be any defense to any subsequent action brought for any amount thereto fore reduced to judgment in favor of Landlord.
- A. If Landlord exercises either of the remedies provided for in subparagraphs (i) and (ii) of the foregoing Section 17A, Tenant shall surrender possession and vacate the Premises immediately and deliver possession thereof to the Landlord, and Landlord may then or at any time thereafter reenter and take complete and peaceful possession of the Premises, with or without process of law, full and complete license to do so being hereby granted to the Landlord, and Landlord may remove all occupants and property there from, using such force as may be necessary, without being deemed in any manner guilty of trespass, eviction or forcible entry and detainer and without relinquishing Landlord's right to rent or any other right given to Landlord hereunder or by operation of law.
  - B. All property removed from the Premises by Landlord pursuant to any provisions of this Lease or of law may be handled, removed or stored by the Landlord at the cost and expense of the Tenant, and the Landlord shall

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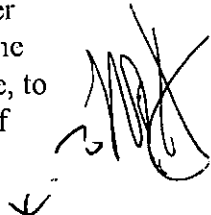
in no event be responsible for the value, preservation or safekeeping thereof. Tenant shall pay Landlord for all expenses incurred by Landlord in such removal and storage charges against such property so long as the same shall be in Landlord's possession or under Landlord's control. All property not removed from the Premises or retaken from storage by Tenant within thirty (30) days after the end of the term, however terminated, shall be conclusively deemed to have been conveyed by Tenant to Landlord as by bill of sale without further payment or credit by Landlord to Tenant.

- C. Tenant covenants and agrees to pay and discharge all reasonable attorney's fees, costs and expenses incurred by Landlord in enforcing the covenants and agreements of this Lease or resulting from any default of Tenant or anyone holding under Tenant, in complying with any requirements of this Lease or by reason of any action to which Landlord shall be made a party because of fault of Tenant or anyone holding under Tenant.
- D. In the event that Tenant shall be judged bankrupt, or a trustee in bankruptcy shall be appointed for Tenant, Landlord and Tenant agree, to the extent permitted by law, that the trustee in bankruptcy shall determine, within sixty (60) days thereafter, whether to assume or reject this Lease.

18. Subordination.

Landlord has heretofore and may hereafter from time to time execute and deliver a mortgage or trust deed in the nature of a mortgage, both referred to herein as Mortgage, against the Property, or any interest therein, and may sell and lease back the Land. If requested by the mortgagee or trustee under any Mortgage or the lessor of any ground or underlying lease (ground lessor), Tenant will either (a) subordinate its interest in this Lease to said Mortgage, and to any and all advances made there under and to the interest thereon, or to said ground or underlying lease, or to both, and to all renewals, replacements, supplements, amendments, modifications and extensions thereof, or (b) make Tenant's interest in this Lease superior thereto. Tenant will promptly execute and deliver such agreement or agreements as may be reasonably required by such mortgagee or trustee under any Mortgage or by such ground lessor. Tenant covenants it will not subordinate this Lease to any Mortgage without the prior written consent of the holder of any prior Mortgages and any ground lessor.

It is further agreed that (a) if any Mortgage shall be foreclosed, or if any ground or underlying lease be terminated, (i) the liability of the mortgagee or trustee hereunder or purchaser at such foreclosure sale or the liability of a subsequent owner designated as Landlord under this Lease shall exist only so long as such trustee, mortgagee, purchaser or owner is the owner of the Building or Land and such liability shall not continue or survive after further transfer of ownership; and (ii) upon request of the mortgagee or trustee, if the Mortgage shall be foreclosed, Tenant will attorn, as Tenant under this Lease, to the purchaser at any foreclosure sale under any Mortgage or upon request of the ground lessor, if any ground or underlying lease shall be terminated,



Tenant will attorn as Tenant under this Lease to the ground lessor, and Tenant will execute such instruments as may be necessary or appropriate to evidence such attornment; and (b) this Lease may not be modified or amended so as to adversely affect in any other respect to any material extent the rights of the Landlord, nor shall this lease be canceled or surrendered, without prior written consent, in each instance of the mortgagee or trustee under any Mortgage and of any ground lessor.

Should any prospective mortgagee or ground lessor require a modification or modifications of this Lease, which modification or modifications will not cause an increased cost or expense to Tenant or in any other way materially and adversely change the rights and obligations of Tenant hereunder in the reasonable judgment of Tenant, then and in such event, Tenant agrees that this Lease may be so modified and agrees to promptly execute whatever documents are required therefore and deliver the same to Landlord within ten (10) days following the request therefore. Should any prospective mortgagee or ground lessor require execution of a short form of Lease for recording (containing the names of the parties, a description of the Premises, and the term of this Lease) or a certification from the Tenant concerning the Lease in such form as may be required by a prospective mortgagee or ground lessor, Tenant agrees to promptly execute such short form of Lease of certificate and deliver the same to Landlord within ten (10) days following the request therefore.

If Tenant fails, within thirty (30) days after written demand therefore, to execute and deliver any instruments as may be necessary or proper to effectuate any of the covenants of Tenant set forth above in this Section 18, such failure shall constitute a default under this Lease.

19. Mortgagee and Ground Lessor Protection.

Tenant agrees to give any holder of any Mortgage and any ground Lessor (as such terms are defined in Section 18 hereof), by registered or certified mail, a copy of any notice of default served upon the Landlord by Tenant, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a Copy of Assignment of Rents and Leases, or otherwise) of the address of such Mortgage holder or ground lessor (hereafter the Notified Party). Tenant further agrees that if Landlord shall have failed to cure such default within twenty (20) days after such notice to Landlord (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if the Notified Party has commenced within such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default). Until the time allowed, as aforesaid, for the Notified Party to cure such default has expired without cure, Tenant shall have no right to, and shall not, terminate this Lease on account of Landlord's default.

20. Insurance.

A. At all times during the Term of this Lease, Tenant shall at its sole cost and expense maintain in full force and effect insurance protecting



Tenant and Landlord and Landlord's beneficiaries, and their respective agents, and any other parties designated by Landlord from time to time, with terms, coverage and in companies at all times satisfactory to Landlord as follows:

- (i) Comprehensive General Liability Insurance, including Contractual Liability insuring the indemnification provisions contained in this Lease, with limits of not less than One Million Dollars (\$1,000,000.00) combined single limit per occurrence for Personal Injury, Death and Property Damage.
  - (ii) Insurance against All Risks (including sprinkler leakage, if applicable) for the full replacement cost of all additions, improvements and alterations to the Premises and of all office equipment, furniture, trade fixtures, merchandise, inventory, glass and all other items of Tenant's property on the Premises. Landlord and Tenant hereby waive all claims of recovery from the other party for loss or damage to any of its property to the extent of any recovery collectible under valid and collectible property insurance policies, and each party agrees to have such insurance policies endorsed to provide for a waiver of subrogation by the insurance carrier.
- B. At all times during the Term of this Lease, Landlord shall maintain in full force and effect insurance against All Risks for the Property in any amount equal to its full replacement cost.
- C. Both parties shall, prior to the commencement of the Term hereof and prior to the expiration of any policy, furnish the other with certificates evidencing that all required insurance is in force and providing that such insurance may not be canceled or changed without at least thirty (30) days prior written notice to Landlord and Tenant (unless such cancellation is due to non-payment of premiums, in which event ten (10) days prior to notice shall be provided).
- D. Tenant shall comply with all applicable laws and ordinances, all orders and decrees of court and all requirements of other governmental authority, and shall not directly or indirectly make any use of the Premises which may thereby be prohibited or be dangerous to person or property which may jeopardize any insurance coverage, or may increase the cost of insurance or require additional insurance coverage.



21. Non-Waiver.

No waiver of any condition expressed in this Lease shall be implied by any neglect of Landlord to enforce any remedy on account of the violation of such condition whether or not such violation be continued or repeated subsequently, and no express waiver shall affect any condition other than the one specified in such waiver and that one only for the time and in the manner specifically stated. Without limiting the provisions of Section 8, it is agreed that no receipt of monies by Landlord from Tenant after the termination in any way of the Term or of Tenant's right of possession hereunder or after giving of any notice shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the receipt of such monies. It is also agreed that after the service of notice or the commencement of a suit or after final judgment for possession of the Premises, Landlord may receive and collect any monies due, and the payment of such monies shall not waive or affect said notice, suit or judgment.

22. Financial Statement.

Upon the execution of this Lease, and upon receipt of written notice from Landlord that a lender or potential lender of a loan to Landlord to be secured by a mortgage or trust deed on the Property requires a financial statement, Tenant shall provide Landlord with financial statement of its most recent fiscal year certified by Tenant to be complete and accurate.

23. Estoppel Certificate.

Tenant agrees that from time to time upon written request by Landlord, or the holder of any Mortgage or any ground lessor, Tenant (or other permitted assignee, subtenant, licensee, concessionaire or other occupant of the Premises claiming by, through or under Tenant ("Tenant-Successor") will deliver to Landlord or to the holder of any Mortgage or ground lessor or contract purchaser of an interest in Landlord or in the Building, within ten (10) days after such written request shall have been served upon Tenant or Tenant-Successor certifying (a) that this Lease is unmodified and in full force and effect (or if there have been modifications, that the Lease as modified is in full force and effect and identifying the modifications); (b) the date upon which Tenant or Tenant-Successor began paying Rent and the dates to which the Rent and other charges have been paid; (c) the date upon which the Term shall end; (d) that the Landlord is not in default under any provision of this Lease, or, if in default, the nature thereof in detail; (e) that the Premises have been completed in accordance with the terms hereof and Tenant or Tenant-Successor is in occupancy and paying Rent on a current basis with no rental offsets or claims; (f) that there has been no prepayment of Rent other than that provided for in the Lease; (g) the amount of any Security Deposit made by Tenant or Tenant-Successor; (h) that there are not actions, whether voluntary or otherwise, pending against Tenant under the bankruptcy laws of the United States or any State thereof, and (i) that such other matters as may be required by the Landlord, holder of a Mortgage, ground lessor or contract purchaser.

24. Tenant-Corporation.

Tenant represents and warrants that (a) its Lease has been duly authorized, executed and delivered by and on behalf of the Tenant and constitutes the valid and binding agreement of the Tenant in accordance with the terms hereof and (b) if Landlord so requests, it shall deliver to Landlord or its agent, concurrently with the delivery of this Lease executed by Tenant, certified resolutions of the board of directors (and shareholders, if required) authorizing Tenant's execution and delivery of this Lease and the performance of Tenant's obligations hereunder.

25. Real Estate Brokers.

Tenant and Landlord represent that Tenant and Landlord have not dealt with any broker in connection with this Lease, and agree to indemnify and hold each other harmless from all damages, liability and expense (including reasonable attorney's fees) arising from any claims or demands of any other broker or brokers or finders for any commission alleged to be due such broker or brokers or finders in connection with its participating in the negotiation of this Lease with either party.

26. Notices.

In every instance where it shall be necessary or desirable for Landlord to serve any notice or demand upon the Tenant, it shall be sufficient (a) to deliver or cause to be delivered to Tenant or its agent a written or printed copy of such notice or demand, or (b) to send a written or printed copy of such notice or demand, or (c) to send a written or printed copy of such notice or demand by United States registered or certified mail, postage prepaid, addressed to:

**REPRODUCTIVE MEDICINE INSTITUTE, LLC  
2425 WEST 22<sup>ND</sup> STREET  
SUITE 102  
OAK BROOK, IL 60523**

In which event the notice or demand shall be deemed to have been served at the time of receipt. Any such notice or demand to be given by Tenant to Landlord shall, until further notice, be served personally or sent by United States registered or certified mail, postage prepaid, to Landlord, 2425 West 22<sup>nd</sup> Street, Suite 100, Oak Brook, IL 60523. Mailed communications to Landlord shall be deemed to have been served at time of receipt.

27. Miscellaneous.

- A. Each provision of this Lease shall extend to and shall bind and inure to the benefit of not only Landlord and Tenant, but also their respective heirs, legal representatives, successors and assigns, but this provision shall not operate to permit any transfer, assignment, mortgage, encumbrance, lien, charge or subletting contrary to the provisions of Section 13.

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- B. All of the agreements of Landlord and Tenant with respect to the Premises are contained in this Lease; and no modification, waiver or amendment of this Lease or any of its conditions or provisions shall be binding upon Landlord unless in writing signed by Landlord.
- C. Submission of this instrument for examination shall not constitute a reservation of or option for the Premises or in any manner bind Landlord and no lease or obligation on Landlord shall arise until this instrument is signed and delivered by Landlord and Tenant.
- D. The word "Tenant" whenever used herein shall be construed to mean Tenants or any one or more of them in all cases where there is more than one Tenant; and the necessary grammatical changes required to make the provisions hereof apply either to corporations or other organizations, partnerships or other entities, or individuals, shall in all cases be assumed as though in each case was fully expressed. In all cases where there is more than one Tenant the liability of each shall be joint and several.
- E. Clauses, plats and riders, if any, signed by Landlord and Tenant and endorsed on or affixed to this Lease, are part hereof and in the event of variation or discrepancy, the duplicate original hereof, including such clauses, plats and riders, if any held by Landlord shall control.
- F. The headings of Sections are for convenience only and do not limit, expand or construe the contents of the Sections.
- G. The Landlord's title is and always shall be paramount to the title of Tenant, and nothing in this Lease contained shall empower Tenant to do any act, which can, shall or may encumber the title of Landlord.
- H. Time is of the essence of this Lease and of each and all provisions thereof.
- I. All amounts (including without limitation, Base Rent and Additional Rent) owed by Tenant to Landlord pursuant to any provision of this Lease beyond any applicable notice and cure period shall bear interest from the date due until paid, at the annual **prime** rate then in effect at **JP Morgan** unless a lesser rate shall then be the maximum rate permissible by law with respect thereto, in which event said lesser rate shall be changed.
- J. The invalidity of any provision of this Lease shall not impair or affect in any manner the validity, enforceability or affect of the rest of this Lease.
- K. All understandings and agreements, oral or written, heretofore made between the parties hereto are merged in this Lease, which alone fully and completely expresses the agreement between Landlord (and its beneficiaries and their



agents) and Tenant.

- L. Tenant shall be solely responsible, and make its own arrangements, for the proper and safe collection and disposal of any hazardous, special or toxic waste generated or otherwise resulting from Tenant's business. Tenant shall pay the entire cost of such disposal services.

28. Delivery of Possession.

If the Landlord shall be unable to give possession of the Premises on the date of the commencement of the Term for any reason, Landlord shall not be subject to any liability, nor shall Tenant have any recourse, for such failure to give possession of the Premises on the date of the commencement of the Term for any reason and the Lease remains valid. No such failure to give possession on the date of commencement of the Term shall affect the validity of this Lease or the obligation of the Tenant hereunder.

29. Quiet Enjoyment.

Landlord covenants and agrees that if Tenant shall not be in default in paying Rent and in observing and performing all of the terms, covenants, conditions, provisions and agreements required of Tenant under this Lease, Landlord or anyone claiming by or through Landlord will not disturb Tenant's quiet enjoyment of the Premises, subject, however, to the terms of this Lease.

30. Signs.

Landlord at its cost and expense shall install a sign with building standard lettering at the main entrance of the Premises and shall place Tenant's name in a Building Directory. Tenant may not install any sign without the prior written consent of Landlord which will be conditioned upon Tenant complying with all applicable laws, ordinances, regulations rules and orders of any Governmental authority having jurisdiction, and Tenant shall obtain all necessary licenses and permits in connection therewith with respect to any signs installed by Tenant. Tenant shall promptly repair, maintain and service all such signs in accordance with proper techniques and procedures, and shall indemnify hold harmless and defend Landlord from all loss, cost, damage or expense, including attorneys' fees, arising out of any claim relating to the installation, existence, operation, maintenance, repair, removal or condition of any such sign. On or before the termination of this Lease, Tenant shall, at its sole expense, remove all such signs installed by Tenant in a manner satisfactory to Landlord and shall immediately repair, at Tenant's sole expense, any injury or damage caused by removal. All costs and expenses relating to all such signs installed by Tenant shall be borne solely by Tenant.





31. Enforcement of the Lease.

In the event that lawsuits arise to enforce any provision of this Lease, Tenant will be responsible for all expenses including but not limited to court costs and reasonable attorney's fees.

32. Option to Extend Term.

- A. A. Landlord hereby grants Tenant the option (the "Renewal Option") to extend the Term for an additional two **five (5)** year period (the "Additional Term") on the same terms and conditions as contained herein.
- B. B. Written notice by certified mail must be given to Landlord within one hundred eighty (180) days prior to the expiration of the original Term.
- C. C. As a condition to exercise the Renewal Option, Tenant must not be in default under any terms and conditions of this Lease.
- D. In the event Tenant exercises the option to extend the Term, the Base Rent shall be increased to an amount determined by Landlord at said date. Tenant shall increase the Security Deposit deposited with Landlord to an amount equal to one month's Base Rent in effect upon such increase.
- E. All other terms and conditions of this Lease shall remain in effect during the period of the Renewal Option.

33. Landlord.

The term "Landlord" as used in this Lease means only the owner or owners at the time being of the Property so that in the event of any assignment, conveyance or sale, one or successively of said Property, or any assignment of this Lease by Landlord, said Landlord making such sale, conveyance or assignment shall be and hereby is entirely freed and relieved of all covenants and obligations of Landlord hereunder accruing after such conveyance, sale or assignment, and Tenant agrees to look solely to such purchaser, grantee or assignee with respect thereto. This Lease shall not be affected by any such conveyance, assignment or sale, and Tenant agrees to attorn to the purchaser, grantee or assignee. Tenant is hereby advised, and Tenant acknowledges, that the Landlord's interest in the Property is presently held by the land trust specified on the first page of the Lease, not personally, but as Trustee.

34. Title and Covenant Against Liens.

The Landlord's title is and always shall be paramount to the title of the Tenant and nothing in this Lease contained shall empower the Tenant to do any act, which can, shall or may encumber the title of the Landlord. Tenant covenants and agrees not to suffer or permit any lien of mechanics or materialmen to be placed upon or against the Property, the Building, or the Premises or against the Tenant's leasehold interest in the Premises and, in case of any such lien attaching, to immediately pay and remove same. Tenant has no authority or power to cause or permit any lien or encumbrance of any kind whatsoever, whether created by act of Tenant, operation of law or otherwise, to attach to or be placed upon the Property, Building or Premises, and any and all liens

and encumbrances created by Tenant shall attach only to Tenant's interest in the Premises. If any such liens so attach and Tenant fails to pay and remove the same within ten (10) days of such attachment, Landlord at its election, may pay and satisfy the same in such event the sums so paid by Landlord, with interest from the date of payment at the rate set forth in Section 29 (i) hereof, plus any reasonable attorneys' fees incurred by Landlord in connection with such attachment shall be deemed to be Additional Rent due and payable by Tenant without notice or demand.

35. Exculpatory Provisions.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings and agreements herein made on the part of Landlord while in form of purporting to be the representations, warranties, covenants, undertakings and agreement of Landlord are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings and agreement by Landlord or for the purpose or with the intention of binding Landlord personally, but are made and intended for the purpose only of subjecting Landlord's interest in the Building, the Land and the Premises to the terms of this Lease and for no other purpose whatsoever, and in case of default hereunder by Landlord (or default through, under or by any of its beneficiaries, or agents or representatives of said beneficiaries), the Tenant shall look solely to the interests of Landlord in the Building and Land; that this Lease is executed and delivered by Landlord not in its own right, but solely in the exercise of the powers conferred upon it as such Trustee; that neither the Landlord nor any of Landlord's beneficiaries shall have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained, and no liability or duty shall rest upon Landlord to sequester the trust estate or the rents, issues and profits arising there from, or the proceeds arising from any sale or other disposition thereof; and that no personal liability or personal responsibility of any sort is assumed by, nor shall at any time be asserted or enforceable against, said Landlord, or his respective agents, on account of any representation, warrant, covenant, undertaking or agreement of Landlord in this Lease contained either express or implied, all such personal liability, if any, being expressly waived and released by Tenant and by all persons claiming by, through or under Tenant

36. Assignment.

Notwithstanding anything heretofore to the contrary, Landlord may at his sole option without affecting this Lease in any manner whatsoever sell, assign or transfer his interest in the real estate.

37. Relocation

Landlord may, at Landlord's expense, relocate Tenant within the Building in space which is reasonably comparable in size to the Premises and is reasonably suited for Tenant's use. If Landlord relocates Tenant, Landlord shall reimburse Tenant for

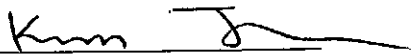
Tenant's reasonable out-of-pocket expenses for moving Tenant's furniture, equipment and supplies from the Premises to the relocation space and for reprinting Tenant's stationery of the same quality and quantity as Tenant's stationery supply on hand immediately before Landlord's notice to Tenant of the exercise of this relocation right. Upon such relocation, the relocation space shall be deemed to be the Premises and the terms of this Lease shall remain in full force and shall apply to the relocation space.

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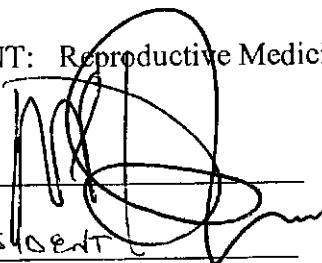
IN WITNESS WHEREOF, the parties have caused this Lease to be executed on the date first above written.

LANDLORD:

La Salle National Trust, N.A. as  
Trustee under Trust #113573  
Successor in interest to  
LaSalle National Bank & Trust Co.  
Of Chicago, Not individually or personally  
But solely as Trustee as aforesaid.

By:   
K. Jafari, M.D., its Beneficiary

TENANT: Reproductive Medicine Institute, LLC

By:   
PRESIDENT  
Title

W. P. DMOWSKI, MD, PhD  
Print Name

Attested By:

\_\_\_\_\_  
Title

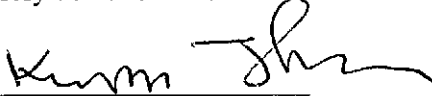
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Print Name



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Of Chicago, Not individually or personally  
But solely as Trustee as aforesaid.


By:   
K. Jafari, M.D., its Beneficiary

TENANT:  Reproductive Medicine Institute, LLC

By: \_\_\_\_\_  
PRESIDENT  
Title

W.P. DMIOWSKI, MD PhD  
Print Name

ATTESTED BY:

  
Signature

ASST. PRESIDENT  
Title

John Miwgy MD PhD JD  
Print Name



**EXHIBIT A  
FLOOR PLAN  
SUITE 102**



**EXHIBIT B  
SUITE 102**

	Square Footage	Year	Rental Period	Monthly Base Rent
Suite #102	5101.36	1	10/1/2010 to 9/30/2011	\$10,202.72
		2	10/1/2011 to 9/30/2012	\$10,202.72
		3	10/1/2012 to 9/30/2013	\$10,508.80
		4	10/1/2013 to 9/30/2014	\$10,824.07
		5	10/1/2014 to 9/30/2015	\$11,148.79
		6	10/1/2015 to 9/30/2016	\$11,483.25
		7	10/1/2016 to 9/30/2017	\$11,827.75
		8	10/1/2017 to 9/30/2018	\$12,182.58
		9	10/1/2018 to 9/30/2019	\$12,548.06
		10	10/1/2019 to 9/30/2020	\$12,924.50

**Build Out Allowance:**

Landlord shall pay up to 50% of the build out cost. Such amount shall not exceed \$150,000 (One Hundred Fifty Thousand Dollars).

Landlord's contribution shall commence after tenant has paid his portion.

Build out allowance is consisted of construction cost and shall not be inclusive of tenant's architect fee.

**WRITTEN CONSENT  
IN LIEU OF A SPECIAL MEETING  
OF THE BOARD OF MANAGERS OF  
REPRODUCTIVE MEDICINE INSTITUTE**

The undersigned, being all of the members of the Board of Managers of Reproductive Medicine Institute LLC, an Illinois limited liability company (the "Company"), acting pursuant to the Illinois Limited Liability Company Act, as amended, and the Operating Agreement of the Company, hereby consents to and adopts the following recitals and resolutions by written consent in lieu of a meeting:

WHEREAS, the Company proposes to lease medical spaces Suite 200 and 102 located at 2425 West 22<sup>nd</sup> St., Oak Brook, IL effective October 1, 2010 thru September 30, 2020.

WHEREAS, the Managers of the Company deem it to be in the best interest of the Company to approve the Lease and authorize the execution of the Lease Documents by the Managers of the Company and to take any and all actions deemed appropriate and necessary in connection with the Lease.

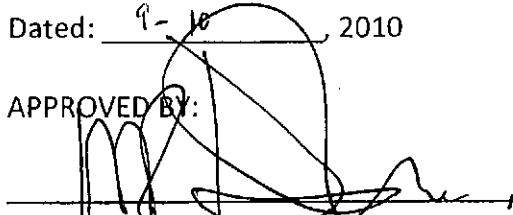
NOW, THEREFORE, BE IT RESOLVED that the Managers of the Company hereby approve the terms of the Lease and the Lease Documents;

FURTHER RESOLVED that <sup>the President K. J.</sup> ~~any Managers~~ of the Company, acting individually, is hereby authorized and directed to execute and deliver on behalf of the Company, the Lease Documents, and any other instruments, documents, certificates and agreements in connection with the Lease Documents; and to do and perform all acts that may be deemed necessary or proper, in the discretion of such Manager of the Company, in connection with the negotiation and consummation of the Lease; and

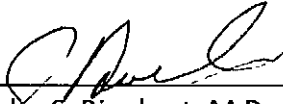
FURTHER RESOLVED that all acts and deeded heretofore done or actions taken by any officer or manager for and on behalf of the Company in entering into, executing, acknowledging or attesting any arrangements, agreements, instructions or documents in carrying out the terms and intentions of the foregoing resolutions are hereby ratified, approved and confirmed in all respects.

Dated: 9-10, 2010

APPROVED BY:

  
\_\_\_\_\_  
W. Paul Dmowski, M.D.





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John S. Rinehart, M.D., PhD., J.D.



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Nasir Rana, M.D., MPH

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Jay H. Levin, M.D.

Being the entire Board of Managers of  
Reproductive Medicine Institute



  
\_\_\_\_\_  
John S. Rinehart, M.D., Ph.D., J.D.

  
\_\_\_\_\_  
Nasir Rana, M.D., MPH

  
\_\_\_\_\_  
Jay H. Levin, M.D.

Being the entire Board of Managers of  
Reproductive Medicine Institute



**SUBLEASE AGREEMENT**

THIS SUBLEASE AGREEMENT (this "Agreement") is entered into as of June 1, 2011 by and between Reproductive Medicine Institute ("Sublandlord") and Oak Brook Fertility/Facility ("Subtenant").

**RECITALS:**

- A. Sublandlord entered into a certain lease, as "Tenant" thereunder, dated July 1, 2010 (the "Lease") with LaSalle National Trust, NA, as Trustee under trust number 113573, as "Landlord" thereunder, pursuant to which Sublandlord leased the "Premises" therein described in the office project commonly known as Oak Brook Surgical Center (the "OBSC") located at 2425 West 22<sup>nd</sup> Street, Suite 102, Oak Brook, Illinois.
- B. Sublandlord desires to sublease that portion of the Premises to Subtenant as identified on Exhibit A attached hereto (the "Sublease Portion"), and Subtenant desires to sublease the Sublease Portion from Sublandlord, on and subject to the terms and provisions herein contained.

NOW THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Sublandlord and Subtenant agree as follows:

- 1. **Demise of Sublease Portion to Subtenant.** For value received, Sublandlord hereby sublets the Sublease Portion to Subtenant from October 1, 2010 through September 30, 2020, provided, however, that in no event shall this term exceed the expiration date of the Lease.

**2. Terms of Sublease.**

- a. **General.** Except as hereinafter provided, the subleasing of the Sublease Portion by Subtenant shall be on and subject to the same terms and provisions of the Lease to the same extent as if all said provisions were specifically recited herein and Subtenant were to be the "tenant" thereunder and Sublandlord the "landlord" thereunder. To the extent of the terms and provisions hereof are inconsistent with the terms and the provisions of the Lease, as between Sublandlord and Subtenant, the terms and provisions hereof shall control.

- b. **Rent.**

Subtenant shall pay to Sublandlord a rent payment, in the amount determined below, by the fifth (5<sup>th</sup>) day of each calendar month. Such rent payment shall include, but not be limited to: use of the premises, a designated office space, administrative services, support services, and such utilities and supplies necessary to support Subtenant's business purposes. In the event that Subtenant incurs expenses significantly over and above normal utilization, or specialized to Subtenant's needs, Sublandlord reserves the right to charge such expenses directly to Subtenant.

	Year	Rental Period	Monthly Base Rent
A portion of Suite #102	1	10/1/2010 to 9/30/2011	\$7754.07
	2	10/1/2011 to 9/30/2012	\$7754.07
	3	10/1/2012 to 9/30/2013	\$7986.69
	4	10/1/2013 to 9/30/2014	\$8226.29
	5	10/1/2014 to 9/30/2015	\$8473.08
	6	10/1/2015 to 9/30/2016	\$8727.27
	7	10/1/2016 to 9/30/2017	\$8989.09
	8	10/1/2017 to 9/30/2018	\$9258.76
	9	10/1/2018 to 9/30/2019	\$9536.53
	10	10/1/2019 to 9/30/2020	\$9822.62

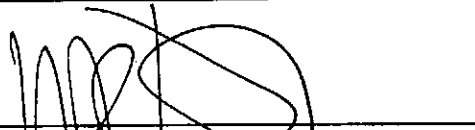
91

3. **Acceptance of Sublease Portion.** Subtenant accepts the Sublease Portion in its present "as is" condition.
4. **No Assignment.** Subtenant shall not assign this Agreement or further sublet the Premises, in whole or in part. Any assignment or sublease in violation of this provision shall be null and void, but the attempt thereof shall be a default under this Agreement and shall allow Sublandlord to exercise any and all rights it may have pursuant hereto and/or as available under law.
5. **Assumption.** Subtenant, without release of Sublandlord, assumes all of the obligations of Sublandlord under the Lease. Sublandlord acknowledges and agrees that Landlord's consent hereby below given shall not constitute or operate as a release of Sublandlord of its obligations under the Lease, Sublandlord being and remaining fully liable for same.
6. **Acknowledgment.** Assignor and Assignee acknowledge and agree to all of the terms and provisions of the *Consent of Landlord* attached to this Assignment.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**SUBLANDLORD:**

Reproductive Medicine Institute

BY: 

ITS: PRESIDENT

NAME: W. Paul Dmowski, MD PhD

**SUBTENANT:**

Oak Brook Fertility/Facility

BY: 

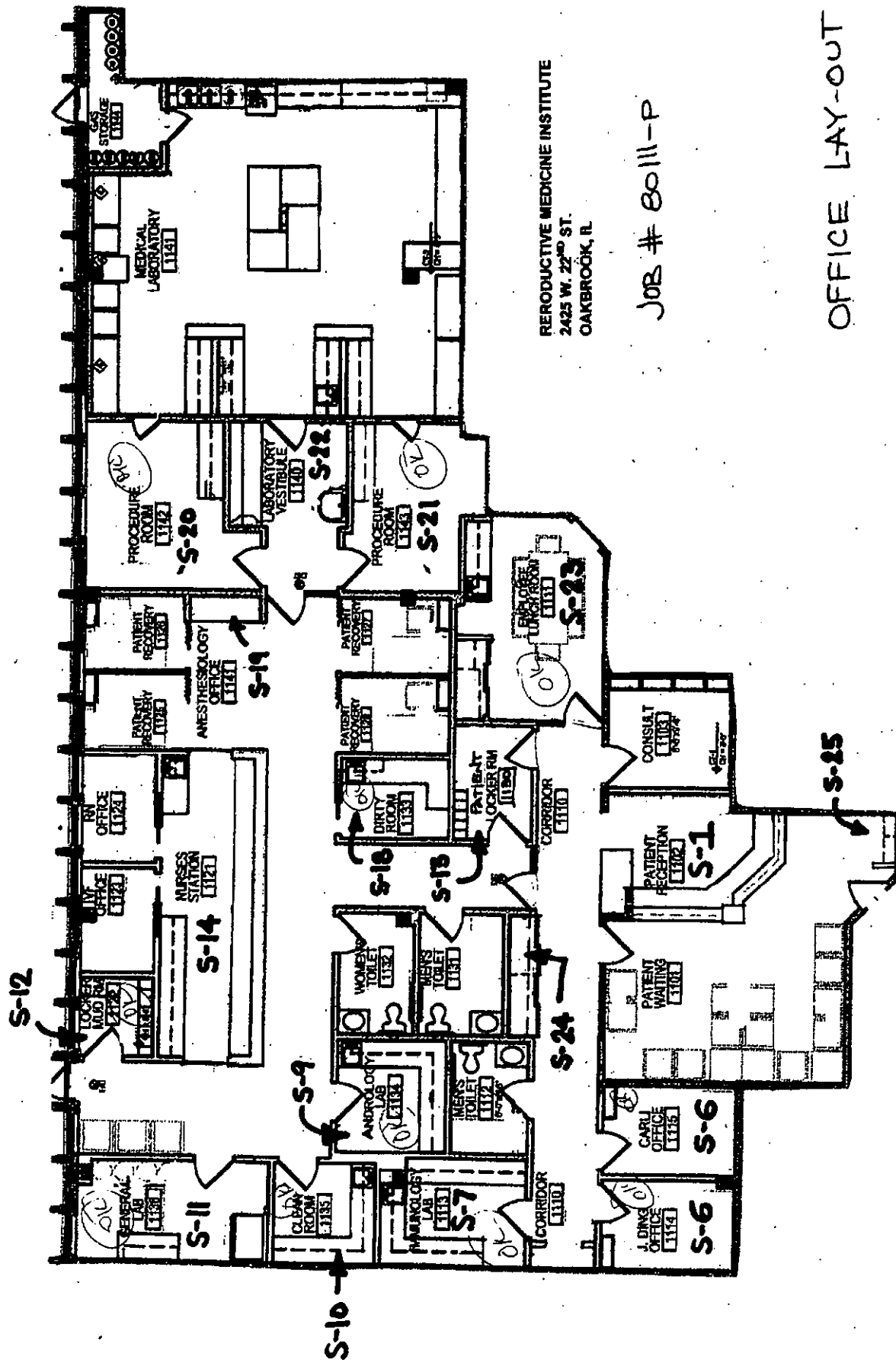
ITS: PRESIDENT

NAME: W. Paul Dmowski, MD, PhD

**Exhibit A**

[See attached floor plan.]

The Subtenant shall occupy approximately eighty percent (80%) of the total floor space of Suite 102.



REPRODUCTIVE MEDICINE INSTITUTE  
 2425 W. 22<sup>ND</sup> ST.  
 OAKBROOK, IL

JOB # 80111-P

OFFICE LAY-OUT

ATTACHMENT – 3

Operating Identity / Licensee

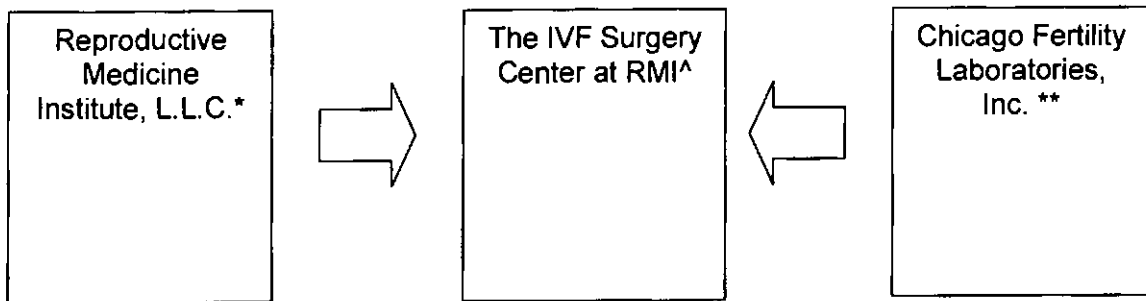
The following persons have a 5% or greater interest in The IVF Surgery Center at RMI:

<u>Name</u>	<u>% of Ownership</u>
W. Paul Dmowski	25%
John S. Rinehart	25%
Nasiruddin Rana	25%
Jay H. Levin	25%

ATTACHMENT - 4

Organizational Flowchart

Each of the separate corporations listed below are wholly owned by the persons (owners) listed below.



\* Reproductive Medicine Institute is a reproductive endocrinology and fertility medical practice, with seven metropolitan-Chicago locations, that utilizes The IVF Surgery Center at RMI for its assisted reproductive technology procedures.

Owners: *W. Paul Dmowski, MD, PhD; John S. Rinehart, MD, PhD; Nasiruddin Rana, MD, MPH; Jay H. Levin, MD*

\*\* Chicago Fertility Laboratories, Inc. is an assisted reproductive technology laboratory located at the same site as The IVF Surgery Center at RMI, which provides the laboratory services for assisted reproductive technology treatment.

Owners: *W. Paul Dmowski, MD, PhD; John S. Rinehart, MD, PhD; Nasiruddin Rana, MD, MPH; Jay H. Levin, MD*

^ The IVF Surgery Center at RMI is a facility for performing Assisted Reproductive Technologies procedures

Owners: *W. Paul Dmowski, MD, PhD; John S. Rinehart, MD, PhD; Nasiruddin Rana, MD, MPH; Jay H. Levin, MD*



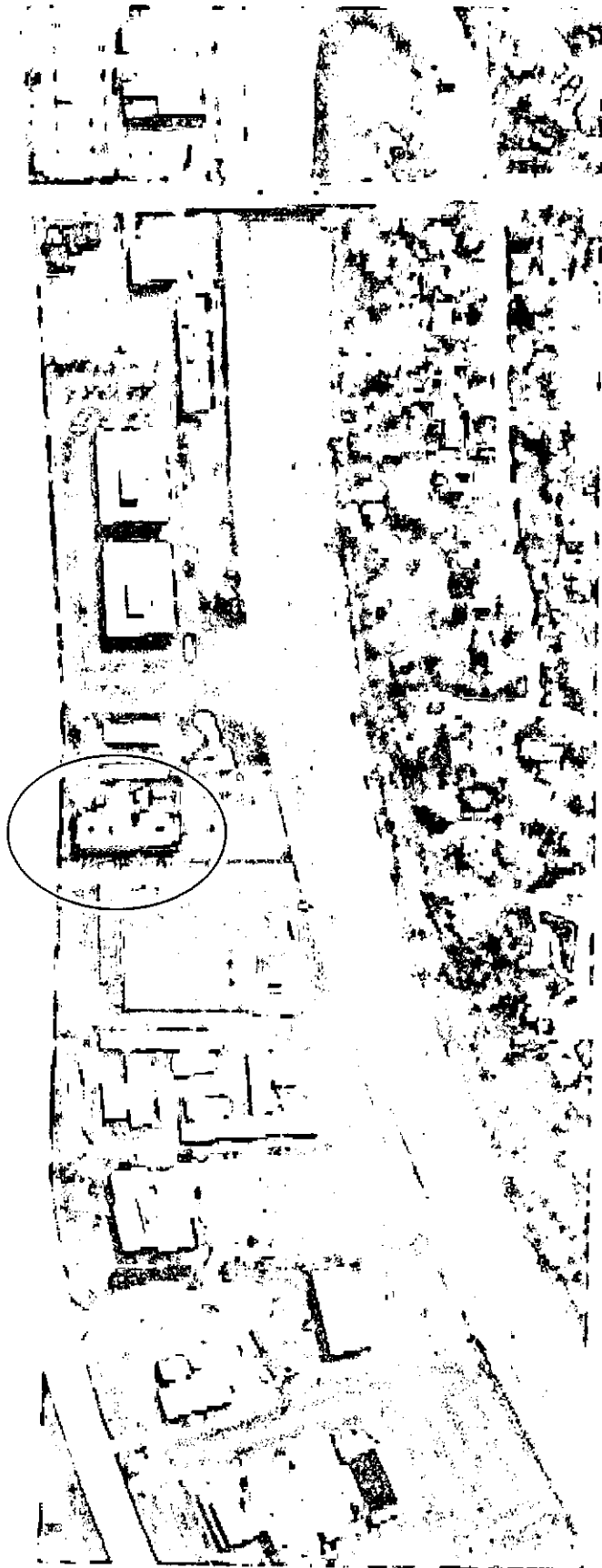
ATTACHMENT – 5

Flood Plain Requirements

The IVF Surgery Center at RMI site complies with all requirements of Executive Order #2005-5, as;

1. it does not meet the definition of a "Critical Facility" as defined in Paragraph 1A; and
2. it does not lie in a "Special Flood Hazard Area" or "Floodplain" as shown in the most current Flood Insurance Rate Map published by FEMA, as described in Paragraph 1E.





Enlarged area of northern mid-section Panel 0608H, identifying 2425 W 22<sup>nd</sup> Street, Oak Brook, IL, 60523.

ATTACHMENT – 6

Historic Preservation Act Requirements

The IVF Surgery Center at RMI, and the building in which it resides, do not meet the definition of a "historic resource" as defined in 20 ILCS 3420/3 (c).

ATTACHMENT - 7

Project Costs and Source of Funds

The IVF Surgery Center at RMI is a completed project with a construction cost of \$577,461.17, including all change orders. All construction agreements are fully executed and closed. Oak Brook Fertility Center is an accredited office-based surgery facility. No further funding is needed or expected in the licensure process.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	\$5,362.46	\$662.78	\$6,025.24
New Construction Contracts	\$ 487,670.45	\$60,273.88	\$547,944.33
Architectural/Engineering Fees	\$17,459.89	\$2,157.96	\$19,617.85
Consulting and Other Fees	\$2,928.75		\$2,928.75
Movable or Other Equipment (not in construction contracts)		\$945.00	\$945.00
Project Subtotal	\$513,421.55	\$64,039.62	\$577,461.17
Fair Market Value of Leased Space or Equipment	\$1,213,220.08	\$153,018.74	\$1,366,238.82
<b>TOTAL USES OF FUNDS</b>	<b>\$1,726,641.63</b>	<b>\$217,058.36</b>	<b>\$1,943,699.99</b>
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities			
1 RMI Contribution	\$68,940.44	\$ 8,520.73	\$77,461.17
2 Landlord Contribution	\$133,500.00	\$16,500.00	\$150,000.00
Line of Credit	\$311,500.00	\$38,500.00	\$350,000.00
Project Subtotal	\$513,940.44	\$63,520.73	\$577,461.17
Leases (fair market value)	\$1,213,220.08	\$153,018.74	\$1,366,238.82
<b>TOTAL SOURCES OF FUNDS</b>	<b>\$1,727,160.52</b>	<b>\$216,539.47</b>	<b>\$1,943,699.99</b>

## ATTACHMENT – 8

### Project Status and Completion Schedules

The IVF Surgery Center at RMI is a fully completed center that is currently operational. The Village of Oak Brook, Illinois issued an occupancy permit on March 31, 2011.

1. Executed lease for the site is seen in Attachment 2.
2. Purchase orders and contracts are attached here.

**Alpha** Enviromental, Inc.  
11 Ackerman Avenue  
Emerson, NJ 07630  
(201)-420-0600  
www.alphaenvironmental.com

INVOICE

April 28, 2011

Dr. Jay Ding  
IVF Laboratory Director  
Oak Brook Fertility Center  
2425 West 22<sup>nd</sup> Street, Suite 102  
Oak Brook, IL 60523

Re: AEI10186 Oakbrook Fertility

Phase # 3: Commissioning Testing

Basic HVAC monitoring	\$ 100.00
Pressure Study via Micromanometer	\$ 150.00
Particulate counting per federal specs	\$ 1,150.00
TO-15 testing 3 locations <i>(To be done by Dr. Ding)</i>	\$ 2,100.00
TO-11 testing 3 locations	\$ 1,100.00
Gluteraldehyde(Cidex) work up if it is used in the practice	\$ 300.00
Onsite/Office (2 days) 20 hrs @\$150.00/hr for A V Gilligan	\$ 3,000.00
<i>(If leak is found, need to find where is the leak and this will take longer time and will be charged extra at 150.00 per hour.)</i>	
JL assistant in lab/office (10 hrs @\$25.00/hr)	\$ 250.00
Report Preparation (Data Analysis Compilation)	\$ 975.00
	Subtotal

Expenses

Received

**Total Due**

\$ 322.79  
\$ 6,937.50  
**\$ 2,498.08**

Tax ID 22-3539966



# T.R. KNAPP Architects

Residential and Commercial Architecture  
Construction Management  
Landscape Design

November 17, 2010

## VILLAGE OF OAK BROOK BUILDING AND PLANNING

William H. Hudson, MCP  
Building Inspection Supervisor  
Village of Oak Brook  
1200 Oakbrook Road  
Oak Brook, Illinois 60523

Re: **Plan Review for 2425 West 22<sup>nd</sup> Street** Permit # 10-4-671

Mr. Hudson,

Please accept this formal response to your plan review commentary.  
Our Permit Submittal has been "Revised for Permit -November 16, 2010" as follows:  
Please Note that the address listed on your Plan Review Comments is incorrectly noted as 2455 West 22<sup>nd</sup> Street.

### APPLICATION -

All Contractors have been added to the Application Form and have provided their License and Insurance Info.

#### 1. GENERAL COMMENTS -

- a. The General Contractor and his Sub-Contractors will provide miscellaneous permit applications as required.
- b. We have noted on Sheet A1.0 and A2.0 that the Fire Suppression System must remain operational.
- c. We have added Accessibility Dimensions as per the Illinois Accessibility Code on Sheet T1.0.
- d. We have attached the COM Check - Stamped and Signed by the MEP-Fp Engineer to the application forms.  
The Mechanical and Electrical Sheets also reflect Compliance with the Energy Conservation Code.
- e. We have attached the Automatic Sprinkler System Technical Submittal Form to this Application.

#### 2. Sheet T1.0 -

- We have revised the Applicable Code Requirements to reflect the codes listed on these pages.
- f. We Reference NFPA 101- 2000 in the Code Requirements Section.
  - g. We have clearly referenced the Illinois Accessibility Code and ANSI A117.1 on the Cover Page.
  - h. We have reviewed IBC Section 602 and have revised our Building Construction Type Appropriately.

#### 3. Sheet A0.1 - Sheet A1.0

- i. We have added the Demolition Notes to the Demolition Plans - Sheet A1.0.

#### 4. Sheet A2.0 -

- j. We have added a note at Door 1129 referencing a new concrete pad - with Detail S6 on Sheet A6.0.
- k. We have provided Specification Cut Sheets for the Gas Equipment with the Application.
- l. Door 1110 is correctly noted on our Door Schedule and has the correct elevation FR-6 on Sheet A6.0.

#### 5. Sheet A3.0 -

- m. The reflected Ceiling Plan has been revised to reflect the emergency lighting as per the Electrical Plans.  
We have also eliminated all reference to electrical power on this page - deferring to the Electrical Plans.
- n. There is an existing ceiling mounted electrical fixture in this room which will be utilized in this project.
- o. The Shading for the adjacent Surgical Suite has been modified as requested.

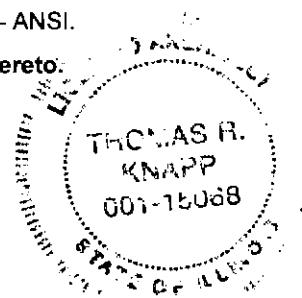
#### 6. Sheet A6.0 -

- p. We have revised the Door Hardware Schedule to reflect Door Closers as per IAC 400.310 (j) - ANSI.

7. thru 15 - Mechanical Electrical Plumbing and Fire Prevention Comments are attached hereto.

If you have any further questions or concerns, please feel free to contact our office at any time.  
Thank you.

Thomas Knapp, Architect  
IL #01-15068



**.. Residential - Construction Management - Commercial ..**

320 North Main Street Lombard, Illinois 60148 Ph: (630) 620-6512





# T.R. KNAPP Architects

Residential and Commercial Architecture  
Construction Management  
Landscape Design

February 3, 2010 (Revised)

Drs. John S. Rinchart and Jay Levin and Lisa Rinchart – The Rinchart Center for Reproductive Medicine  
Drs. W. Paul Dmowski and Nasir Rana - Oakbrook Fertility Center  
Dr. Jianchi Ding – Chicago Fertility Laboratories

Re: **PROPOSAL FOR ARCHITECTURAL SERVICES**  
Office Remodeling and Laboratory Expansion  
2425 W. 22<sup>nd</sup> Street - Suite 102 - Oakbrook, Illinois 60523

To the Oakbrook Fertility Team -

I am pleased to present this **REVISED** proposal for Architectural Services for the expansion of your Laboratory in Oakbrook. Thank you all for giving us the opportunity to work with you again.

### SCOPE OF WORK:

It is our understanding that you are negotiating with Dr. Kianoosh Jafari for the expansion of your offices and laboratory. Your goal is to increase your fertility laboratory operations from approximately 200 procedures at the present time to approximately 1,000 procedures by 2012. In order to do so, you would like to increase the "Clean Room" type laboratory from the current size of approximately 400 sf to approximately 800-1000 sf. You hope to utilize the existing high efficiency mechanical systems that we provided back in 2000 in the new project, with many of the same basic program elements that we included in that last project in the new facility. The total area of the proposed offices is approximately 4,560 sf.

The Preliminary Program Elements for the new laboratory space are:

- Cryogenic Laboratory and Nitro Storage Facility – "Clean Room" Conditions under Positive Pressure
- Laboratory Work Areas for 3 Work Stations – "Clean Room" Conditions under Positive Pressure
- Laboratory Vestibule with Desk Area and Storage – "Clean Room" Conditions under Positive Pressure
- 3 Separate Procedure Rooms Adjacent to Labs - to be shared by Dr. Jafari with Countertop & Sinks – Positive Pressure
- 1 Separate Procedure Rooms Adjacent to Labs - NOT shared by Dr. Jafari with Countertop & w/o Sinks – Positive Pressure
- 3 Patient Recovery Rooms adjacent to the Procedure Rooms – Not under special pressure environment.
- Relocation of Employee Lounge – Serving as Conference Room, Lunchroom and Kitchenette
- Possible Relocation of Existing Toilet Rooms / Semen Retrieval and Specimen Laboratory
- General Interior Alterations in the remainder of the Oakbrook Fertility Offices as required

It is our understanding that the 4 Procedure Rooms need to be directly adjacent to the Laboratory. According to our conversation today, the 4 procedure rooms that were initially intended to be within your tenant space will now be managed directly by the Surgi-Center Suite and regularly shared by the Oakbrook Lab. We understand that Dr. Jafari will arrange all aspects of these procedure rooms and orientation independently under a separate contract with another architect. While this does change some aspects of our original proposal, the basic intent of the project remains the same and there appears to be additional remodeling area under the new scope of work. **However, our original proposal still stands.**

While the majority of the major construction work is limited to the area directly adjacent to the Laboratory, it is understood that the project includes minor alterations to the other areas in the existing Oakbrook Fertility Office Suite. However, additional work to relocate program elements serving the adjacent Oakbrook Surgical Center are not included in this proposal and will be handled under a separate contract. **Our revised proposal will cover the modified scope of work in full.**

Most of the Program Elements and Architectural Details are similar to the scope of work of the project we completed back in 2000 and therefore, our proposal for services and scope of work will be performed under a similar understanding and contractual relationship. However, we believe it would be best for our Contract to be with the Oakbrook Fertility Team directly, and NOT with Dr. Jafari as arranged in our previous contract in 2000. This will eliminate any confusion regarding chain of command or liability between the players. We also recommend that the Oakbrook Fertility Team identify one team member to act as "Owner's Representative" for a majority of design discussion and communication. This will eliminate additional confusion between the members of the Design Team due to complex communication.

**This proposal is for Professional Services, including Architecture Design, Engineering and Construction Administration.**

320 North Main Street • Lombard, Illinois 60148  
P: 630.620.6512 • [www.trknapparchitect.com](http://www.trknapparchitect.com) ■ ■

**Proposal for Architectural Services**  
**Oakbrook Fertility Center – Laboratory Expansion**  
February 3, 2010 - Page 2 of Three

**DOCUMENTATION OF EXISTING CONDITIONS / PRELIMINARY DESIGN**

Because we have complete construction documents and site dimension details from the previous project, we are very familiar with the project site and conditions. However, we will still need to do some site documentation to confirm dimensions of the adjacent area you will be expanding into, as well as documentation of existing MEP-Fp Systems. This information will provide the basis for the future design and construction documentation.

During Preliminary Design, we will discuss with you several alternatives for the space plan to gain a clear direction on which to develop our Construction Documents. We will work in both plan and elevation to identify all architectural elements and finishes that you intend for the finished space and will discuss your wishes for finish materials. We intend to work with you to design the areas of work and operations of the facility so that the final plan meets your needs and allows for efficient use of the space and a comfortable area for your clients and staff.

As we discussed, you will need some preliminary space planning to be provided prior to your signing your new lease, so that you can be confident that the area will be large enough to satisfy your space requirements. We intend to work with you in design and have several meetings with you over the next 4 to six weeks, with the primary goal of determining which direction to proceed with Construction. We plan to provide these services on an hourly basis.

**DESIGN DEVELOPMENT / CONSTRUCTION DOCUMENTATION**

Once we have identified the appropriate design area, program details and layout of the space, we will begin to further develop the plans into full Construction Documents and Technical Specifications. It is our understanding that the new Laboratory will need to meet the same high standards for interior environment and air filtration as the previous project. We will work with you and your consultant in reviewing all construction materials intended for the space to minimize environmental contamination from off gassing and particulate infiltration. We will also assist in identifying furniture and equipment for the space, to coordinate the use of existing furniture and cabinetry with the new space. The final drawings will be complete enough for competitive bidding by multiple general contractors as well contract negotiation, permit and construction operations.

**ENGINEERING SUB-CONSULTANTS**

We have included a quote for the Mechanical-Electrical-Plumbing-Fire Prevention Engineering (MEP-Fp) required for the project. Because of the complexity of the project and detailed nature of the mechanical systems, we have asked Larson Engineering of Illinois to provide a proposal for this project. Larson Engineering is a full service engineering firm with a national reputation, with Civil, Structural, MEP-Fp Disciplines. We have worked with them on many projects in the last 10 years.

**CONSTRUCTION ADMINISTRATION – BIDDING AND CONTRACT NEGOTIATION**

It is our understanding that you intend to issue these plans for competitive bidding by General Contractors.

During Construction Administration, the Architect works with the Owner during the Construction Phase to ensure that the details of the project are being carried through as they were intended by the Architect and the Owner. Starting with distribution of the bid documents, interviews with potential General Contractors and assisting in comparison of the several bids, we can help to assure that the project will be well coordinated and control cost overruns during construction. The Architect is involved in assisting the Owner in awarding contracts, reviewing the payout paperwork and negotiating change orders, as well as shop submittal review and final material selection. By having a person on hand that is familiar with the design of the project, the Owner's intentions and goals as well as the trades involved, complicated details that involve more than one trade can be worked through more carefully to achieve the intended result. During construction, however, the Architect is at the site for a very limited time and is NOT responsible for supervising the contractors or directing the progress of the work. We are there as your representatives only, to give you an experienced view of the progress and quality of work, construction operations and communication with the tradesmen.

**ADDITIONAL SERVICES**

Additional Services are those services requested by the Owner due to a change in scope of work and services required. This change in scope of work may be initiated either by the Owner or the City in regards to any other issues that may arise. If the Owner would like any additional involvement by the Architect, we will perform these additional services on an hourly basis as directed by the Owner. We will provide these services on an hourly basis at a rate of \$125.00 / hour as requested by the Owner.

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**Proposal for Architectural Services**  
**Oakbrook Fertility Center – Laboratory Expansion**  
 February 3, 2010 - Page 3 of Three

**SUMMARY OF FEES / ACCEPTANCE OF PROPOSAL**

You are asking our firm for a proposal for Professional Services to provide design and construction documentation spelling out the basic requirements for the project for competitive bidding by several General Contractors. Our plans will be used to obtain a building permit from the Village of Oakbrook. We have estimated the amount of time to complete each of the phases outlined above and have included them below:

Zoning / Building Code Review	10 Hrs @ \$ 125.00 / hour	\$ 1,250.00
Documentation of Existing Conditions		
Preliminary Design & Consultation	30 Hrs @ \$ 125.00 / hour	\$ 3,750.00
Construction Documentation Phase	60 Hrs @ \$ 125.00 / hour	\$ 7,500.00
Permit Submittal and Coordination		
Bidding / Contract Negotiation	20 Hrs @ \$ 125.00 / hour	<del>\$ 2,500.00</del> \$ 1,000
Construction Administration	60 Hrs @ \$ 125.00 / hour	
	12 Weeks at 5 hours / week	\$ 7,500.00
<b>Proposed Architectural Contract</b>	<b>Base Contract</b>	<b>\$ 22,500.00</b>
<u>MEP-Fp Engineering ( Quoted )</u>	<u>Yagla Engineering Services</u>	<u>\$ 8,500.00</u>
<b>Total Proposed Design Contract</b>	<b>All Consultants Required</b>	<del>\$ 31,000.00</del> \$ 29,500

Reimbursable Expenses will be charged at a rate of 1.2 times the actual cost.

Reimbursable Expenses include but are not limited to:

- Reproduction Costs such as printing, blueprinting, photography, long distance communications;
- Landscape Design; Permit Fees and other associated direct project expenses.

Additional Services are those services requested by you due to a change in scope of work required.

We will proceed with Additional Services upon written request and will invoice on an hourly basis at \$125/hr.

If this proposal is acceptable to you we will prepare a standard A.I.A. Contract Form B141: Standard Form of Agreement between Owner and Architect for your review and approval.

If you have any questions, please feel free to contact us at your convenience.  
 Thank you for your consideration.

Respectfully Submitted,

Thomas Knapp, President  
 TR Knapp Architects

Cc: Dmowski, Rinehart, File

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 P: 630.620.6512 • www.trknapparchitect.com ■ ■

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**AIA Document B155  
Standard Form of Agreement Between Owner and Architect for a Small Project  
1993 SMALL PROJECTS EDITION**

Because this document has important legal consequences, we encourage you to consult with an attorney before signing it. Some states mandate a cancellation period or require other specific disclosures, including warnings for home improvement contracts, in a document such as this will be used for Work on the Owner's personal residence. Your attorney should insert all language required by state or local law to be included in this Agreement. Such statements may be entered in the space provided below, or if required by law, above the signatures of the parties.

This AGREEMENT is made:

**September 7, 2010**

Re: **Office Remodeling and Laboratory Expansion  
2425 W. 22<sup>nd</sup> Street - Suite 102 - Oakbrook, Illinois 60523**

BETWEEN the Owners:

**Lisa Rinehart, Chief Operating Officer**  
Reproductive Medicine Institute  
2425 West 22<sup>nd</sup> Street - Ste. 102  
Oakbrook, Illinois 60523

C: (630) 220-2233 Lisa Rinehart  
O: (630) 990-2424 Paul Dmowski  
Fx: (847) 869-7782  
e: rinehartcenter@ameritech.net

And the Architect:

**TR Knapp Architects, pc**      **Thomas Knapp, Architect**  
320 North Main Street      IL Lic. # 01-15068  
Lombard, Illinois 60148      **Professional Liability Insurance**

Ph: 630-620-6512  
Cell: 847-222-3851  
Fax: 630-620-5866  
E-Mail: thomas@trknapparchitects.com  
Web: www.trknapparchitects.com

For the following Project:

**General Interior Remodeling of Extg Medical Offices & Laboratory – 2425 West 22nd St - Oakbrook, Illinois**  
Expand Existing Laboratory Area from approximately 400 sf to Approximately 800 sf.  
General Interior Alterations to existing office layout to accommodate new Office Arrangement.  
Basic Interior Design Services for all interior material selections.  
Miscellaneous Utility Modifications as required by the Remodeling (Mechanical / Electrical / Plumbing).

Owner and Architect agree as follows:

**ARTICLE 1 ARCHITECT'S RESPONSIBILITIES**

The Architect shall provide architectural services for the project, including normal structural, mechanical and electrical design services. Services shall be performed in a manner consistent with professional skill and care.

During the Design Phase, the Architect shall perform the following tasks:

- 1.1 Describe the project requirements for the Owner's approval;
- 1.2 Develop a design solution based on the approved project requirements;
- 1.3 Upon the Owner's approval of the design solution, prepare Construction Documents indicating requirements for construction of the project; Coordinate the work of MEP-Fp Engineering;
- 1.4 Assist the Owner in filing documents required for the approval of governmental authorities.
- 1.5 Assist the Owner in Construction Administration Services including Contract Administration and Construction Phase Services, Site Observation and Payout Review (not Including Bidding)

**ARTICLE 2 OWNER'S RESPONSIBILITIES**

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the project, and shall establish a budget with reasonable contingencies that meets the project requirements. The Owner shall furnish surveying, geotechnical engineering and environmental testing services upon request by the Architect. The Owner shall employ a contractor to perform the construction Work and to provide cost-estimating services. The Owner shall furnish for the benefit of the project all legal, financial, accounting and insurance counseling services.

**ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS**

Documents prepared by the Architect are instruments of service for use solely with respect to this project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall not reuse or permit the reuse of the Architect's documents except by mutual agreement in writing.

**ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT**

In the event of termination, suspension or abandonment of the project, the Architect shall be equitably compensated for services performed. Failure of the Owner to make payments to the Architect in accordance with this Agreement shall be considered substantial nonperformance and is sufficient cause for the Architect to either suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the other party substantially fails to perform in accordance with the terms of this Agreement.

**ARTICLE 5 MISCELLANEOUS PROVISIONS**

- 5.1 This Agreement shall be governed by the laws of the location of the project.
- 5.2 Terms in this Agreement shall have the same meaning as those in AIA Document A205, General Conditions of the Contract for the Construction of a Small Project, current as of the date of this Agreement.
- 5.3 The Owner and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to this Agreement. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.
- 5.4 The Architect and Architect's consultants shall have no responsibility for the identification, discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials in any form at the project site.

**ARTICLE 6 - PAYMENTS AND COMPENSATION TO THE ARCHITECT**

The Owner shall compensate the Architect as follows.

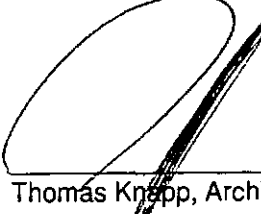

- 6.1 The Architect's Compensation for Architectural Design Services shall be: <sup>TRK  
9-10-10</sup>  
**A basic Lump Sum of ~~Thirty One Thousand Dollars (\$ 29,500.00)~~ with an initial payment of TWO Thousand and Zero Hundredths Dollars (\$ 2,000.00 ) shall be paid upon execution of this Agreement as retainer.**
- 6.2 The Architect shall be reimbursed for expenses incurred in the interest of the project, plus an administrative fee of twenty percent ( 20 %). Reimbursable Expenses include but are not limited to:  
**Reproduction Costs such as blue printing, xeroxing, photography, long distance communication, landscape design, S-MEP-FP Engineering, Permit Expediting, Permit Fees, Miscellaneous Construction Materials supplied in relation to the Construction Project and any other direct project related expenses.**
- 6.3 If through no fault of the Architect the services covered by this Agreement have not been completed within **Three (3)** months of the date hereof, compensation for the Architect's services beyond that time shall be appropriately adjusted.
- 6.5 Fee Schedule: Our office will bill on a monthly basis for services rendered + plus reimbursable expenses. For planning purposes, we have broken down our services to the Owner as follows:  
  - \$ 2,000.00 Design Retainer
  - \$ 5,000.00 Preliminary Design Documents (Preliminary Floor Plans and Interior Elevations)
  - \$ 5,000.00 Design Development Documents (Final Floor Plans, Interior Elevations and Finish Schedule)
  - \$ 8,000.00 Construction Documents with MEP-Fp Ready for Permit
  - \$ 8,000.00 Billed in Progress Payments during the Construction Phase
 Remaining amount including reimbursable expenses when Substantial Completion is Reached.
- 6.4 Payments are due and payable upon receipt of the Architect's invoice. Amounts unpaid ( 30 ) days after invoice date shall bear interest from the date payment is due at the rate ( --- ), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.  
(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision)
- 6.5.1 Architectural services not covered by this Agreement include, among others, revisions due to changes in the scope, quality or budget. The Architect shall be paid additional fees for these services based on the Architect's hourly rates when the services are performed. **Full Construction Administration Services ARE included in this contract.**

**ARTICLE 7 OTHER PROVISIONS**

Attached to this contract is the original proposal dated February 3, 2010 (Revised), which outlines the scope of work in detail. MEP-Fp Engineering will be provided by Yagla Engineering Services as a sub-contractor to TR Knapp Architects. No Civil Engineering or Structural Engineering Services are included in this contract. If any work is required by formal Civil or Structural Engineers, they will be provided as Additional Services. All additional services will be billed on an hourly basis at a rate of \$125.00 per hour as requested by the Owner.

This Agreement entered into as of the day and year first written above.

   
 a Rinehart, Chief Operating Officer \_\_\_\_\_ Date

   
 Thomas Knapp, Architect \_\_\_\_\_ Date

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**CLASSIC**  
CONSTRUCTION  
COMPANY SERVICES

Mrs. Lisa Rinehart  
Reproductive Medicine Institute  
2425 W. 22nd Street Suite 102  
Oak Brook, IL 60523

Date: 11/17/10  
Quote: 10053  
Location: Demolition  
of office space

**PROPOSAL**

We hereby propose to furnish the materials and perform the labor necessary to:

Completely remove all interior walls, ceilings, flooring, plumbing, electrical, cabinetry, etc. within suite and discard into dumpsters located on west side of building in service driveway. Salvage requested cabinetry and doors and store on site for reuse. All areas of office space to be unoccupied during demolition work.

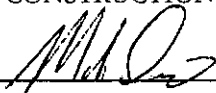
Total cost \$20,750

Exclusions: Building permit costs, hazardous waste removal or disposal

Payments to be made: one third upon acceptance, one third upon commencement of wall demolition and balance upon completion.

All work to be completed in a workmanlike manner according to standard construction practices by non-union labor. Unless otherwise stated, purchase of permits and contractor licenses, if required, are the responsibility of the owner. This proposal is subject to the terms and conditions on the reverse side of this form. This proposal may be withdrawn if not accepted within (30) days of the above date. All workmanship and materials are guaranteed for (1) year.

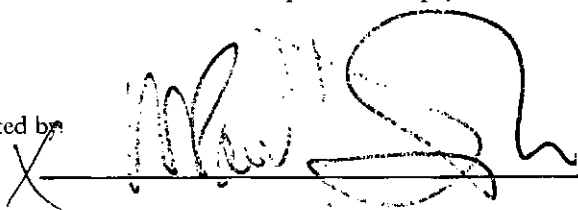
Respectfully submitted,  
CLASSIC CONSTRUCTION CO. SVCS FEIN# 27-1441095  
By:



**ACCEPTANCE OF PROPOSAL**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. CLASSIC CONSTRUCTION CO SVC is authorized to do work as specified and payment will be made as outlined above.

Accepted by

X 

Date: \_\_\_\_\_

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**CONSTRUCTION CONTRACT AGREEMENT**

This AGREEMENT, made this 22th day of December 2010 by and between:  
Reproductive Medicine Institute 2425 W. 22nd Street, Oakbrook, IL 60523

called owner/tenant and CLASSIC CONSTRUCTION COMPANY SERVICES hereinafter called CLASSIC.

For the consideration hereinafter named, CLASSIC covenants and agrees with said owner/tenant as follows:

CLASSIC agrees to furnish all material and perform all work necessary to complete our Job#: 10053

Job Name/Description: New interior medical office buildout

for the structure at: 2425 W. 22nd Street, Suite 102, Oakbrook, IL 60523

according to the plans and specifications provided by drawn by T. by T.R. Knapp Architects, pages T1.0, A0.1, A0.2, A1.0, A1.1, A2.0, A3.0, A4.0, A5.0, A6.0, DM2.0, M1.0, M2, M3.0, E1.0, E1.1, E1.2, E2.0, E3.0, P1.0, P2.0, P3.0, FP1.0, and FP2.0 dated "revised for permit" 11/16/10 or as stated herein.

in a workmanlike manner according to standard construction practices and to the full satisfaction of owner/tenant.

Materials and workmanship are warranted for a period of one year after completion.

CLASSIC agrees to promptly begin said work as agreed and to complete work as follows:

See Exhibit "A" revised 12/22/10 pages 1 through 4

In consideration whereof, owner/tenant agrees to pay CLASSIC the sum of \$308,909.00  
Three hundred sixteen thousand eight hundred and nine and no/oo dollars

for said material and work, said amount to be paid as follows:

Ten progress payment per payout schedule to be submitted with in 5 days after acceptance of contract, PROVIDED THAT

WORK SCHEDULE IS REASONABLY UPHELD

for all labor and material which has been placed in position, except the final payment of \$ TBD

which owner/tenant shall pay to CLASSIC within ten days after CLASSIC shall have completed its work to the

satisfaction of owner/tenant. THIS AGREEMENT subject to terms and conditions on reverse side.

OWNER/TENANT AND CLASSIC for themselves, their successors, executors, administrators and assigns, hereby

agree to the full performance of the covenants of this agreement.

CLASSIC CONSTRUCTION COMPANY SERVICES

Lisa A. Reinhart  
 OWNER/TENANT FOR REPRODUCTIVE MEDICINE INSTITUTE

BY [Signature] PRESIDENT  
 Name Title

BY LISA A. REINHART, Chief Operating Officer  
 Name Title

BY \_\_\_\_\_  
 Name Title

12-22-10

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**Additions** - Any unforeseen site conditions or alterations or deviations from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above this proposal. If more than one owner signs this Agreement, the signature of only one owner shall be necessary on any future documents pertaining to this project, including but not limited to change orders and payment authorizations, and all owners agree to be bound. The owner shall not allow work to be performed by any subcontractors, contractors, laborers, craftsmen, distributors, or other person on this project or the site except as provided by CLASSIC, pursuant to the terms of this Agreement until CLASSIC has completed all of his/her work and been paid in full, absent CLASSIC's written consent. CLASSIC reserves the right to repair or replace any deficiencies in its work, both during the construction process and thereafter. Failure of Owner to provide CLASSIC with an opportunity to repair or replace such deficiencies shall excuse CLASSIC from any obligation to pay for repairs or replacements incurred by Owner. Within three (3) days following completion of the project, owner shall review the work for the purpose of compiling one list of items that need touch-up, correction or adjustment. Upon completion of the punch list items on that one list all remaining funds held by Owner shall be paid immediately to CLASSIC. In the event Owner discovers other items that were overlooked that would otherwise have appeared on the punch list, such items shall be treated as warranty items and shall not be the basis to deny final payment. Owner represents that sufficient liquid funds exist to pay the Contract price and all extra work which may be ordered by Owner. CLASSIC has the right to demand proof of available funds at any time during the project. Failure to provide sufficient proof of available funds may result in stoppage of work or termination of this contract.

**Owner agrees that the Contract price does not include the costs of any Real Estate Taxes, any interest on the Construction Loans, utility bills or repair of existing equipment or services.**

**Warranty** - Classic 1 yr Warranty does not apply to conditions caused by ordinary wear or abuse or caused by the failure of the Owner to properly maintain the office or resulting from natural characteristics of materials. Classic does not warrant against any incidental, secondary or consequential damages caused by any defect. Thus excluded from this Warranty, for example, are items such as damage to wall coverings, carpeting, furniture or other personal property of Owner. The effort of Classic to remedy defects shall not extend the specified one (1) year Warranty term with respect to any other defect. This Warranty shall not inure to the benefit of the subsequent owner.

If any provisions of this Agreement or any paragraph, sentence, clause, phrase or word on the application thereof in any circumstance is held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remainder of this Agreement shall be construed as if such part were never included herein and shall not in any way be affected or impaired thereby.

**Contingent Liability** - During or after construction CLASSIC shall not be responsible for failure of existing equipment such as plumbing, electrical, HVAC, etc., already on premises.

**Insurance** - CLASSIC shall maintain Workmen's Compensation insurance coverage in the amount of \$500,000 and Public Liability and Property Damage insurance in the amount of \$2,000,000.

**Permits** - Unless otherwise stated, purchase of permits and contractor licenses, if required, are the responsibility of the owner.

**Taxes** - CLASSIC shall pay all Sales Taxes, Old age Benefit and Unemployment compensation Taxes upon the material and labor furnished under this contract, as required by the United States Government and the State of Illinois.

**Terms & Credits** - In the event that payment is not made according to the agreed terms, one and one-half percent (1 1/2%) interest will be charged on balances outstanding thirty (30) days and 18% interest annually. Authorization for investigations of financial credit records through investigative agencies or bureaus is hereby given and they will be held harmless from any information they may find. A copy of the credit record will be provided on request of Classic. Owner/Tenant shall pay all attorney fees and costs incurred by CLASSIC in enforcing this agreement or in defending any proceeding to which CLASSIC is made party. Classic has the right of entry to the premises to repossess all installed goods, materials, or equipment if Owner/Tenant defaults payment beyond 30 days of the invoice date.

**Schedules & Access** - CLASSIC's adherence to agreed upon schedule time is contingent upon timely and proper performance by all other parties related to this contract. CLASSIC shall be allowed access to work site at all times. Penalties or related costs for loss of use, rent, etc. are not deductible from this contract. Classic shall use its best efforts to complete the work on a schedule to be determined which is subject to periodic revision by Classic in the event of economic scarcity of labor, materials or public utilities, strikes, lock-outs, workmen weather, war, riot, civil disobedience or national emergency, act of God, theft, vandalism, extra, and/or changes ordered by Owner, fire or other interruption or delay beyond the reasonable control of or without fault on the part of Classic. Classic shall have the right to extend the Approximate Completion Date for the period of any delay thereby.

**Termination** - If owner/tenant terminates this contract, all expenses incurred by CLASSIC will be fully reimbursed to CLASSIC by the owner/tenant plus an additional 10% of those expenses. CLASSIC is entitled to withdraw from part or all of the above work due to labor disputes, Acts of God, accidents or delays beyond our control. Full payment for any materials ordered or labor performed to date will be due and payable at that time.

**Expiration** - The terms of this agreement may be withdrawn if not accepted within thirty days of date hereof.

**Hazardous** - Owner shall be responsible for any Hazardous Substance, as defined below, uncovered or revealed at the site which is indicated on this contract. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, dangerous, noxious, or toxic substance; flammable, explosive, radioactive material; urea formaldehyde, foam insulation, asbestos, PCB's, or any other substances the removal of which is required, or the storage, handling, or ownership of which is restricted, prohibited or regulated by any statutes or laws now or hereafter in effect, including, but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, The Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act as amended, and the Occupational Safety and Health act, or as amended and supplemented.

If Hazardous Substance is uncovered or revealed, CLASSIC may immediately stop all work in connection with such Substance and in any area affected thereby. CLASSIC shall not be required to resume work in connection with such substance or in any such affected area until after Owner has provided written notice that any affected area has been rendered safe for the resumption of work or, specifying any restrictions or special conditions under which work may safely resume.

If CLASSIC reasonably believes it is unsafe to resume work, CLASSIC can either require that any work involving special conditions be removed from the contract, or if that is impractical, terminate the contract. CLASSIC may also terminate the contract if the Owner does not provide written notice to CLASSIC as provided above within 30 days after CLASSIC stops work.

Any CLASSIC completion date shall be extended by the number of days that CLASSIC was stopped from working while the Hazardous Substance was being examined, cleaned up, or removed. The contract price shall be adjusted to include any additional cost incurred by CLASSIC as a result of the work stoppage.

Owner will indemnify, defend, and hold harmless CLASSIC, its partners, agents and employees from all fines, suits, procedures, claims, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release or disposal of Hazardous Substances that occurs or has previously occurred while CLASSIC is performing work, or from Owner's failure to provide all information, make all submissions, and take all steps required by all federal, state, county, or municipal statutes or laws now or at any time hereafter in effect.

lu 12/22/10





### Exhibit "A" (Revised 12/22/10)

Reproductive Medicine Institute  
December 22, 2010  
Page 1 Revised

#### Carpentry

Steel stud framing, insulation and drywall as specified  
Full height walls to deck around lab  
15/16" suspended ceiling grid and "F" fissured reveal edge acoustical tile in general office area  
Gasketed 15/16" ceiling grid and vinyl coated tile with hold down clips in lab  
Reuse salvaged doors, frames and lab door hardware  
Provide new satin chrome finished hardware all other doors  
Furnish and install 8 new oak veneer doors and hollow metal frames  
Frosted glass sidelight windows and door borrowed lites in areas where shown  
Install new rear exterior insulated door with commercial locking leverset, heavy duty closer and 10"x 10" square glass vision light. Frame will not extend above height of door and will not have a transom

#### Plumbing

Re-configure underground drainage piping required to serve new plumbing layout  
Install above ground copper waste and vent piping connected to existing system  
Install copper hot and cold water piping with above ceiling shutoff valves required by village  
Reuse 7 stainless steel sinks. Install four new Grohe single handle faucets and new Delta or equal chrome single handle faucets at all other sink locations. New faucets to be gooseneck style except in three washrooms  
Install three wall hung white toilets with seats and chrome manual flush valves  
Provide floor drains in three new washrooms and cleanout access points as required by code

#### Electrical

Electrical piping, wiring and devices, set screw conduit fittings  
Low voltage conduits (with open wall boxes at each location shown) stubbed up above ceilings  
42 - Metalux 2'x 4' - 4 bulb lay-in white prismatic fluorescent fixtures  
25 - Metalux 2'x 2' - 2 u-bulb lay-in white prismatic fluorescent fixtures  
19 - 2' x 4' - 4 bulb lay-in white prismatic fluorescent fixtures with UV filters  
35 - incandescent recessed lighting fixtures (where shown in general office area)  
4 incandescent recessed lighting fixtures with LED conversion bulb and trim  
Standard toggle light switching throughout space as shown on plan, white or ivory color  
Standard 110 volt receptacles as shown, white or ivory color  
Emergency circuit wiring for 11 orange receptacles connected to existing generator circuits  
Additional lab low voltage alarm conduit and additional receptacles per changes shown on preliminary drawing for review dated Dec 6, 2010

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12/22/10



Reproductive Medicine Institute  
December 22, 2010  
Page 2 Revised

#### Masonry and exterior glass

Saw exterior precast wall at location shown for new metal door and frame  
Infill opening at removed door location with pieces of wall from new door location if possible  
Install new aluminum framed green tint insulated window similar to existing units

#### Fire protection

Extend fire alarm wiring and re-install horn or strobe devices in lunchroom, two main corridors, three washrooms, lab and lunchroom. Re-install one pull station device at rear exit  
Provide engineered fire sprinkler drawings required by village  
Re-configure existing fire sprinkler branch lines and heads and add new heads where required to accommodate new layout shown on plans.

#### Decorating

\*Prime and paint all walls one coat of 0 VOC paint (three neutral colors allowance)  
Re-stain, seal and varnish or paint 19 oak veneer doors and repaint HM frames  
Stain seal and varnish 8 new oak veneer doors and enamel paint HM frames  
Re-paint two coats enamel paint to 7 metal doors  
Enamel paint one new exterior HM door and frame

#### Flooring

Skim coat existing floor throughout space to provide a level and smooth surface  
Install wood (or laminate) flooring in areas specified as wood floor  
Install Armstrong Medintech sheet vinyl welded seam flooring with flash coving in Lab and 2 procedure rooms  
Install Armstrong Excelon 12" x 12" vinyl composition tile in all areas specified  
Apply perimeter 4" vinyl cove base at base of all walls (except lab)

#### Miscellaneous

Maintain rental for offsite 10' x 10' storage for through to March 30, 2011  
Insulate new flush valve piping for wall hung toilets  
Provide all washroom accessories and specimen cabinets as shown on plan  
Seal all openings at perimeter demising wall. Encapsulate ducting run in lab serving Surgi-center.  
Install four recovery area curtains with tracks shown on plan  
Provide and maintain onsite air purifier for 13 weeks after commencement of construction work  
Remove all debris from the site that is generated from our work

Total for General Office renovation \$308,909

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*Jan* 12/22/10



Reproductive Medicine Institute  
 December 22, 2010  
 Page 3 Revised

Options/ Exclusions

Rear door bell  
 Security alarm  
 Telephone or data wiring  
 Equipment alarms or wiring  
 Low voltage wiring, coax cabling or antennas  
 Above ceiling grid low voltage conduit  
 Additional coats of paint  
 Waiting room reconfiguration  
 Relocation or replacement of electrical  
   circuit breaker panels  
 LED Fixtures in lab except as noted in scope  
 New 480 volt circuits  
 Motion sensing light switching  
 Battery backup emergency lighting  
 Smoke detection  
 Fire alarm expansion or upgrade of FA panel  
 Knox box or fire extinguishers  
 Motion sensing flush valves  
 \*Pipe labeling or chlorination  
 Pipe insulation except for flush valve piping  
 Provision of metal cabinets/lockers  
 Phenolic lab tops  
 Lithonia brand fixtures or indirect fluorescent fixtures  
 Sliding glass storage cabinet in corridor #1110  
 Moveable partitions in recovery area  
 Final space cleaning  
 Exterior grille above door  
 Engineered fire alarm drawings  
 9/16 wide ceiling grid  
 Asphalt repair or re-seal  
 \*\*Best brand seven pin door locks specified  
 Mortise locks/ removable cores, master keying  
 Durock backer board  
 3 year warranty  
 \*Water heaters or recirculation water piping  
 \*Floor scanning, utility locating or repair  
 Sewer rodding

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*jc*

12/22/10



Reproductive Medicine Institute  
 December 22, 2010  
 Page 4 Revised

Options/ Exclusions continued

- Hazardous waste removal or disposal
- \*Village permits, fees or unreasonable delays
- New cabinetry, counters or installation.
- \*Repainting of reinstalled metal cabinetry
- Heating, air conditioning, ventilation or related control work
- Existing HVAC equipment repair or replacement
- \*Medical gas or vacuum piping
- Medical equipment moving or installation
- \*Amplifiers, video players, TV or flat screen monitors, surge protection, etc.
- \*Signage other than washroom signs
- \*AIA contract documents
- \*2'0" wide dutch (1/2) doors (reuse existing 3'0" wide)
- \*Pocket doors (substitute with paintable salvaged swing doors)
- \*Window treatments
- \*14 day burn-in time

*h* 12/22/10

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# CLASSIC

CONSTRUCTION  
COMPANY SERVICES

Mrs. Lisa Rinehart  
Reproductive Medicine Institute  
2530 Ridge Avenue  
Evanston, IL 60201

Date: 2/10/11  
Change Order# CO1-10053  
Contract Date: 12/22/10  
CCC Job# 10053

Project: New medical office and  
Laboratory buildout

### Change Order

#### **We agree to make the following changes in the above contract:**

Furnish all, labor, equipment and materials to provide and install all ducting, dampers, external insulation, VAV damper controls low voltage wiring, circuitry, specified registers, thermostats etc. for a complete heating, air conditioning, exhaust and control system for the above referenced project. Work includes the items described in Complete Temperature Systems Inc. (CTSI) quote #11-28 dated January 19, 2011 with the following items specifically clarified. **General Office** – all branch supply runs to each room will have in line manual dampers, externally insulate all supply ducting, install turning vanes where specified, 5 Johnson TEC control devices/zones will be included, connection and programming to new Johnson TEC system provided by CTSI and paid for by landlord, provide and install 5 exhaust fans connected to existing building exhaust ducting, install SCR control an existing 3KW duct heater. Replace filtering media with new exact replacement filters. **Lab** provide and install one new 11KW watt duct heater with SCR control, externally insulate all supply ducting, install turning vanes where specified, furnish and install two variable frequency drives and required reconfigured RTU control wiring on existing DesChamps 5 ton rooftop unit, display screen with history tracking feature, in room and in duct sensors as needed to monitor and record specifications, conform to Yogla Engineering list of requirements per attachment. Perform all repairs on DesChamps units as listed in CTSI quote. Replace all filtering media with exact replacement filters (four specialty filter types).

**Other items** - Confirm proper operation of in duct smoke sensor shut down devices for both rooftop units serving medical suite. Repair or replace as needed. Conduct test and balance report showing that specified cfm's are achieved in all areas. All thermostat and control wiring, devices, sensors, actuators etc. required for a completely functional system will be included.

**Total HVAC cost \$91584.00**

Furr out wall of consult room to face of electrical panels with stud framing.	\$ 148.00
Add ice maker water supply	\$ 147.00
Construct closet at end of hall	\$ 156.00
Remove and discard reception desk	\$ 260.00
Construct new receptionist wall	\$ 148.00
Electrical wiring and data conduit in receptionist wall	\$ 370.00
Reverse three H.M. door frames	\$ 180.00
Add two 2' x 4' fluorescent fixtures in nurse station	\$ 384.00
Eliminate waiting room double sidelites	(\$ 220.00)
Eliminate 3 frosted glass full life vision lites in doors	(\$ 330.00)
Rewire and replace trims on 7 existing receptionist can light fixtures	(\$ 420.00)
Eliminate 6 unused con light fixtures	(\$ 852.00)
Furnish and install three 5' wide x 6'8" high Nuparte frosted glass bi-pass sliding closet door sets.	\$ 1341.00
Furnish, install and label 34 cat 5E phone cables and 34 cat 5E data cables with standard RJ11 and RJ45 jacks terminated and labeled on 2 - 24 point patch panel and terminal blocks. Furnish wiring for 10 HDTV monitors (RG6 and double Cat 5E)	\$ 6845.00
Clean, polish and/or wax all floors, interior glass, fixtures, cabinetry, counters, etc. Clean inside of exterior windows. Cost is for one time cleaning of all areas at the same time.	\$ 1330.00
Change typographical error on contract. Total number of standard white prismatic fluorescent fixtures is to be 19 instead of 42.	\$ n/c

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# CLASSIC

CONSTRUCTION  
COMPANY SERVICES

**Medical gas piping** - Furnish and install medical gas piping for mixed gas, oxygen, vacuum, medical air, CO2 mixed gas, nitrogen and nitrous oxide. Work includes the relief vent piping through the exterior wall of the gas tank storage room, disconnection or extension of existing medical gas lines as required, above ceiling trapeze piping supports, pipe penetration with required fire caulking, pipe labeling, new medical gas lines shop drawings, as built drawings, pressure testing of all piping and certification of all medical gas line work installed or altered by Classic. **Lab medical gas piping** - install eight three port medical gas junctions as shown around room at ceiling and two three port junctions in center wall of lab. Provide associated required medical gas clean piping around perimeter of room to feed each junction. Each junction to have one oxygen port, one nitrous oxide port and a medical gas port. Install lab piping zone valve box for new lab piping. Relocate existing zone valve box to south wall of lab vestibule.

**Total Lab piping cost** \$53360.00  
**Total gas alarm cost** \$ 8640.00

**Procedure rooms and recovery rooms medical gas piping** - Install two ceiling mounted and four wall mounted vacuum and oxygen ports, two medical gas nitrous oxide wall ports and two medical air ports. Install one piping zone valve box for procedure room and one zone piping valve box for four recovery rooms. All procedure room and recovery rooms gas piping to be connected to existing medical gas piping. **Total procd. & rcy cost** \$39190.00  
Furnish forty medical gas hoses for the above referenced areas  
**Total med. hose cost** \$ 4125.00  
**Total gas alarm cost** \$ 6026.00

Specifically excluded from medical gas work is the work required to install tank manifolds, alarms, remote alarm panels, relief valves, tank brackets/chains or anything else associated inside the tank storage rooms.

**If all above described medical gas piping and alarm work is awarded - deduct** (\$ 5000.00)

**Flooring changes**

Upgrade men's toilet #1112 to Amtico plank flooring from allowed VCT flooring	\$ 359.00
Upgrade Patient locker room #1130 to Amtico plank flooring from allowed VCT flooring	\$ 556.00
Change Lunchroom #1111 from hardwood flooring and base to VCT floor tile and vinyl base	(\$ 1354.00)
Change Consult room #1103 from hardwood flooring and wood base to PatCraft Color Your World "Cool Cartridge" and vinyl base	(\$ 543.00)
Change welded seam flooring in Lab, lab vestibule and two procedure rooms from Armstrong Meditech Natural grey to Armstrong Meditone Natural grey light.	N/C
ARRANGE 12"x12" VCT IN REQUIRED PATTERN	360.00

ORIGINAL CONTRACT AMOUNT	\$ 308,909.00
Amount of previous change orders	\$ -0-
Amount of this change order	\$
NEW CONTRACT AMOUNT (including this change order)	\$
Additional work days needed to perform these changes- 10 days	

Owner

Contractor: Classic Construction Co.

By: *John A. Reynolds*

By: *[Signature]*

Date: 2/10/11

Date: 2/10/11


**CLASSIC**  
 CONSTRUCTION  
 COMPANY SERVICES

Mrs. Lisa Rinehart  
 Reproductive Medicine Institute  
 2530 Ridge Avenue  
 Evanston, IL 60201

Date: 2/21/11  
 Change Order# CO2-10053  
 Contract Date: 12/22/10  
 CCC Job# 10053

Project: New medical office and  
 Laboratory buildout

**Change Order**

**We agree to make the following changes in the above contract:**

Furnish all, labor, equipment and materials to extend walls of all three new washrooms and north wall of Corti's office up to underside of first floor building structure. Install building insulation and apply drywall to both sides of newly extended walls. Cut around all building mechanicals above ceiling. Apply tape and compound around all joints and penetrations of newly extended wall to seal rooms and reduce sound transmission.

Install doorbell at rear entry door	\$2556.00 \$ 170.00
-------------------------------------	------------------------

ORIGINAL CONTRACT AMOUNT	\$ 308,909.00
Amount of previous change orders	\$ 206,790.00
Amount of this change order	\$ 2,726.00
NEW CONTRACT AMOUNT (including this change order)	\$ 518,426.00
Additional work days needed to perform these changes- 10 days	

**Owner**

**Contractor: Classic Construction Co.**

By: Lisa A Rinehart  
 Officer

By: [Signature]

Date: 2/23/11

Date: 2/23/11

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Mrs. Lisa Rinehart  
Reproductive Medicine Institute  
2530 Ridge Avenue  
Evanston, IL 60201

Date: 3/2/11  
Change Order# CO3-10053  
Contract Date: 12/22/10  
CCC Job# 10053

Project: New medical office and  
Laboratory Buildout

Change Order

**We agree to make the following changes in the above contract:**

Furnish all, labor, equipment and materials to provide and install 13 additional data cables to various office locations requested.	\$845.00
Furnish cable only for front desk alarm routed from nurses station.	\$ 65.00
Furnish and install two additional alarm cables from alarm panel to gas tank storage room per Dr. Ding request March 1, 2011.	\$130.00
Install additional WAG gas ceiling outlets with additional hoses in two procedure rooms as required by code and per discussion with Dr. Dmowski February 28, 2011. Also included is premium time to shut down live gas lines and disconnect medical gas lines from adjoining suite.	\$2909.00
Furnish and install six 3'w x 8'h oak veneer slabs with 12" x 30" wood framed transoms cut in to the top of five sections to form two partitions in the recovery area. Partitions ends will be rounded at the corridor end and stain/painted to match the wood doors in the suite. The west partition will be scribed to fit window profile and abutted to the glass.	\$3500.00

ORIGINAL CONTRACT AMOUNT	\$ 308,909.00
Amount of previous change orders	\$ 209,516.00
Amount of this change order	\$ 7,449.00
NEW CONTRACT AMOUNT (including this change order)	\$ 525,874.00
Additional work days needed to perform these changes- 10 days	

Owner

Contractor: Classic Construction Co.

By: *Lisa Rinehart*  
Officer

By: *[Signature]*

Date: 3/2/11

Date: 3/2/11

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Mrs. Lisa Rinehart  
 Reproductive Medicine Institute  
 2530 Ridge Avenue  
 Evanston, IL 60201

Date: 3/21/11  
 Change Order# CO4-10053  
 Contract Date: 12/22/10  
 CCC Job# 10053

Project: New medical office and  
 Laboratory Buildout  
 2425 W. 22<sup>nd</sup> St. Oak Brook IL

**Change Order**

**We agree to make the following changes in the above contract:**


Furnish all, labor, equipment and materials to provide and install the following:


- Remove two 3'0" wide steel dutch doors and steel frames from procedure rooms. Frame in walls for 2'0 wide doors. Cut and re-weld steel dutch doors and steel frames to new 2'0" wide opening. Install new drywall around narrowed openings. Tape and sand wall smooth for paint. Repaint wall. Repaint steel doors and frames. \$3260.00
- Paint additional portions of nurses station wall with primer and two topcoats deep tone paint per designer. \$ 288.00
- Furnish and install four aluminum privacy curtain tracks for 4 recovery rooms \$ 320.00
- Furnish and install three gasketed access doors in ceiling of lab per Dr. Ding request. \$ 271.00
- Remove standard fluorescent lighting installed in laboratory ceiling and install twelve 2' x 4' sealed clean room rated fluorescent fixture in place of current lighting. \$6165.00
- Credit for standard fluorescent lighting installed in lab. (\$1800.00)
- Reverse General Lab # 1136 to swing outward and to the right into the corridor/patient discharge # 1129. \$1274.00
- Relocate red plug (generator) power from General Lab 1136 to Patient Discharge 1129. Relocate alarm wiring to same area. \$ 260.00
- Relocate cabinetry in General Lab 1136 from center of east wall to right side. Relocate same base cabinet from east wall to center of west wall in General lab. Patch and repaint wall. \$ 280.00
- Install basic dark colored open counter from Home Center on west wall supported by panels made from unused cabinetry. \$ 440.00

ORIGINAL CONTRACT AMOUNT	\$ 308,909.00
Amount of previous change orders	\$ 216,965.00
Amount of this change order	\$ 10,758.00
<b>NEW CONTRACT AMOUNT (including this change order)</b>	<b>\$ 536,632.00</b>
Additional work days needed to perform these changes- 8 days	

**Owner**

**Contractor: Classic Construction Co.**

By:   
 Officer  
 Date: 3/22/11

By:   
 Date: 3/22/11

COMMERCIAL • INDUSTRIAL • MEDICAL • DENTAL

10102 PACIFIC AVENUE - FRANKLIN PARK, IL 60131-1624  
[WWW.CLASSICCO.US](http://WWW.CLASSICCO.US) - [MAIL@CLASSICCO.US](mailto:MAIL@CLASSICCO.US)  
 T (847)928-2800 • F (847)928-2888


**CLASSIC**  
 CONSTRUCTION  
 COMPANY SERVICES

Mrs. Lisa Rinehart  
 Reproductive Medicine Institute  
 2530 Ridge Avenue  
 Evanston, IL 60201

Date: 5/18/11  
 Change Order# CO5-10053  
 Contract Date: 12/22/10  
 CCC Job# 10053

Project: New medical office and  
 Laboratory Buildout  
 2425 W. 22<sup>nd</sup> St. Oak Brook IL

**Change Order**

**We agree to make the following changes in the above contract:**

Remove agreement to provide forty medical gas hoses for the new lab and procedure Rooms as stated on CO1-10053	(\$4,125.00)
Furnish thirty seven wall/ceiling fittings for medical gas connections in lab	\$2,055.00
Front and rear reception area panic buttons with indicator and strobe light	\$ 250.00
Medical gas pipe relocate to allow room above ceiling for clean room rated lighting fixtures	\$2,494.00
Furnish and install three frosted glass post bracket sundry shelves in three washrooms	\$ 320.00
Furnish and install two UV ray light blocking room darkening roller shades	\$ 348.80
Early morning fire alarm inspection fee \$200. Fire alarm acceptance fee \$102.68	\$ 302.68
Provide, certify and install three commercial fire extinguishers for areas required by village	\$ 269.13
Repair cord on cryo lab machine, provide wire pulls for cabinets and public storage lock	\$ 100.24

ORIGINAL CONTRACT AMOUNT	\$ 308,909.00
Amount of previous change orders	\$ 227,723.00
Amount of this change order	\$ 2,014.85
NEW CONTRACT AMOUNT (including this change order)	\$ 538,646.85
Additional work days needed to perform these changes- 8 days	

**Owner**

**Contractor: Classic Construction Co.**

By: Lisa A Rinehart  
 Officer

By: MCO

Date:     /    /    

Date: 5/18/11

COMMERCIAL • INDUSTRIAL • MEDICAL • DENTAL

10102 PACIFIC AVENUE - FRANKLIN PARK, IL 60131-1624  
[WWW.CLASSICCO.US](http://WWW.CLASSICCO.US) - [MAIL@CLASSICCO.US](mailto:MAIL@CLASSICCO.US)  
 T (847)928-2800 • F (847)928-2888

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847-455-0950

# MILLWOOD

Business Interiors

**Bill To:** Attn: Lisa A. Rinehart, RN, BSN, JD  
Reproductive Medicine Institute  
2425 W. 22nd St., Ste. 102  
Oak Brook, IL 60523

Date: January 17, 2011

## Revised Proposal - sheet 1 of 3

Quantity		Price	Amount
	<i>RE: Office Remodel</i>		
	Plastic laminate and/or MCP cabinets with 3mm PVC door and drawer front edging and countertops, per Architectural drawings dated 10-13-10 and sheet A4.0 dated 11-3-10, verified with new drawings dated 11-16-10 and revisions made at our meeting on 12-28-10, all interperated and pricing based on our sketches dated 1-3-10 and adjusted per our meeting on 1-5-11 with Lisa and J. Ding, jobsite meeting on 1-7-11, meeting at our showroom on 1-12-11 with Lisa and Dr. Domalski, conversation with Lisa 1-13-11 and meeting with Lisa 1-14-11.		
	<u>Patient Reception 1102</u> - base cabinets with plam. lower work tops, mid level granite trans. top and plam. panels applied to face of contractor built 1/2 wall.		\$10,307.00
	<u>Carl Office 1115</u> - reinstall existing cabinet		\$118.00
	<u>J. Ding Office 1114</u> - reinstall existing cabinet		\$118.00
	<u>Immunology Lab. 1113</u> - new plam top and supports. Reinstall existing base and wall cabinetry		\$3,346.00
	<u>Andrology Lab. 1134</u> - base cabinets with plam. top and wall cabinets (with built in open shelf at bottom of wall cabinets at east wall)		\$8,405.00
	<u>Clean Room 1135</u> - base cabinets with plam. tops and wall cabinets.		\$7,580.00
	<u>General Lab. 1136</u> - new plam top. Reinstall existing base and wall cabinets.		\$1,296.00
	<u>Locker Mud Room 1122</u> - install existing lockers		\$305.00
	<u>Patient Locker Room 1133</u> - supply and install new lockers		\$2,432.00
	<u>Nurses Station 1121</u> - base cabinets with plam. lower work tops / trans. top and plam. panels applied to face of contractor built 1/2 wall		\$18,999.00
	- Alternate: Add on for granite transaction top at above area		\$1,705.00
	<i>continued on the next page...</i>		

Accepted by:  Date: 1-17-11

Chicago: 11111 Franklin Avenue, Franklin Park, Illinois 60131 • 800.696.8485

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MILLWOOD

Business Interiors

Bill To: Attn: Lisa A. Rinehart, RN, BSN, JD
Reproductive Medicine Institute
2425 W. 22nd St., Ste. 102
Oak Brook, IL 60523

Date: January 17, 2011

Revised Proposal - sheet 2 of 3

Table with 4 columns: Quantity, Description, Price, Amount. Includes items like Dirty Room 1133, Anesthesiology Office 1141, Procedure Rooms 1142/1143, Laboratory Vesibule 1140, Employee Lunch Room 1111, Closets, Medical Lab 1141, and Procedure Room 1143. Total including delivery & installation is \$69,685.00.

The above pricing is subject to final measurements, product selections and design alterations. The signing of this quote and the payment of the initial deposit amount, will reflect your intention to purchase from Millwood. This will allow us to proceed with further design services.

No work or guarantee to existing cabinetry is provided, except for their reinstallation.

continued on the next page...

Accepted by: [Signature] Date: 1-17-11

Chicago: 1111 Franklin Avenue, Franklin Park, Illinois 60131 • 800.696.8485

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# MILLWOOD

Business Interiors

**Bill To:** Attn: Lisa A. Rinehart, RN, BSN, JD  
Reproductive Medicine Institute  
2425 W. 22nd St., Ste. 102  
Oak Brook, IL 60523

Date: January 17, 2011

## Revised Proposal - sheet 3 of 3

Quantity		Price	Amount
	<p><u>Notes:</u> This proposal does not include construction, decorating, electrical, or plumbing work (including setting of sinks), nor any additional insurance that may be requested by your building management. Installation included in this proposal is non-union done during normal work hours (Monday thru Friday 8am-5pm). If special work hours or union installation is requested additional charges will apply. Cabinets are installed with a toebase leveling unit that has a finished face, gaps may be present between floor and base. This proposal excludes all trim at base of toekick. See reverse side for additional terms and conditions.</p> <p><u>Payment Terms:</u> Initial deposit amount: \$4,000.00 - paid 1-6-11 40% Due upon approval of final drawings (<del>\$25,870.00</del>) (\$27,874.00) 40% Due when cabinets are ready for delivery Balance due in full upon completion of installation</p> <p>Thank You  Pete Werle</p>		

Accepted by:  Date: 1-17-11

Chicago: 11111 Franklin Avenue, Franklin Park, Illinois 60131 • 800.696.8485

### TERMS & CONDITIONS OF SALE

1. MILLWOOD (hereinafter referred to as the Company) shall not be bound by this quotation unless signed by the purchaser and until accepted in writing by an authorized representative of the Company at its headquarters.
2. The Company agrees to furnish only the goods as described herein and in any written data submitted herewith.
3. The prices quoted herein are firm for thirty (30) days of the quotation date.
4. Shipping terms are F.O.B. points of shipment unless noted otherwise. Title to the goods passes to the purchaser upon delivery to the carrier at point of shipment.
5. The Company's design responsibility is limited to those items expressly stated herein, and excludes any design recommendations in existence independent of this quote.
6. Any sales, use, excise, transportation, occupational, storage or other tax which may be levied by any taxing authority as a result of this transaction shall be paid by the purchaser.
7. Unless otherwise understood and agreed to in writing by the Company, design and/or layout data furnished with this quotation and not obtainable from another source shall not be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate this quotation.
8. The Company shall not have liability or other obligation hereunder if its performance is delayed or prevented to any extent such as, but not limited to any act of God, strike or work stoppage, fire, flood, accident, allocation or other controls of government authorities, action taken by any government authority whether domestic or foreign shortage of transportation, fuel, material and labor, or any other cause beyond the Company's reasonable control. Any shipping data stated in this quotation or any acknowledgement is the Company's best estimate but the Company makes no guarantee of shipment by this announced date and shall have no liability or other obligation for failure to ship on that date, regardless of cause, unless herein expressly stated otherwise.
9. After an order is released for production and in the event that the Company is prevented by the purchaser from shipping upon completion or by the acknowledged shipping date, whichever is later, the company reserves a right, in addition to any other remedy to invoice the purchaser to be payable within thirty (30) days and to store the goods at the purchaser's expense.
10. Cancellation of a contract resulting from this quotation entitles the Company to recover from the purchaser the cost incurred plus a reasonable allowance for overhead and profit.
11. Goods may not be returned except by permission of the authorized officials of the Company and when returned, freight is to be prepaid by the purchaser and a handling fee may be charged by the Company.
12. The company guarantees that for a period of one year from the date of shipment, the goods described herein shall be free from defects in material and workmanship and shall perform as represented herein and in the written data submitted herewith, except that the company makes no guarantee against corrosion of any goods and makes no guarantee whatsoever as to any goods manufactured or supplied by others. After having been given adequate opportunity to remedy any defects in material, workmanship or performance, and if not so remedied the Company retains the option to accept the return of the nonperforming goods, and to refund the purchase price for said goods. This refund will be the full extent of the Company's liability and the Company shall not be liable for any other costs, expenses or damages whether direct, indirect, consequential or otherwise. There exists no further warranties or guarantees except as herein noted and all other warranties whether expressed or implied are hereby expressly excluded.
13. Payment terms under this agreement include that an interest charge of one and one-half percent (1 ½%) per month (18% per year) may be charged on accounts exceeding the stated (30) days terms. Acceptance by the Company of an offer to purchase resulting from this quotation is subject to credit approval by the Company and such acceptance may be withheld pending a credit investigation. Shipments, deliveries, and production commitments shall be subject to maintenance by the purchaser of a current account with the Company. The Company agrees to furnish waiver of lien only to the extent of payments received. In the event of default, the purchaser agrees to pay all reasonable attorneys fees and costs of collection.
14. Product changes: The Company reserves the right to change design and/or models without liability, all changes being made in the interest of product improvement.
15. This quotation is expressly limited to and made conditional upon acceptance by the purchaser to the terms of this quotation only, including these terms and conditions without change. There are no understandings, agreements, or obligations (outside of this quotation) unless specifically set forth in writing and accepted by the signature of an authorized representative of the Company.

MILLWOOD BUSINESS INTERIORS

# Source. | Creative Solutions

## Design Services Agreement

Client: Reproductive Medicine Institute  
Project: Interior Alterations & Remodel  
2425 W. 22<sup>nd</sup> St. – Oakbrook, IL 60523

### Project Description

The intent of this project is to select/specify interior finishes, furnishings, and design features which reflect classic, high quality design and exude the serenity of a spa-like atmosphere. The Reproductive Medicine Institute has earned the reputation of being a center of excellence with a staff of highly trained experts in this particular field of medicine. The overall interior design of this facility should further reinforce this positive image. Special attention shall be given to how all architectural details and interior finishes integrate to achieve this timeless style while honoring in-place budget requirements. This space is leased rather than owned. Therefore, wise recommendations shall be made to protect the overall cost and investment.

### Scope of Services

The following areas shall be addressed within the scope of services and professional recommendations shall include:

- **Reception/Waiting Areas/Corridors;** featuring a textured/illuminated wall recess, faux plank wood flooring, and a distinctive vinyl molding upgrade/option (appears to be painted wood). A major feature of this area shall be the façade of the reception desk, utilizing tasteful integration of solid surfacing/quartz and laminate materials.

*Note: A major factor in proposing a new reception desk is the lack of functionality of the existing structure. More than 60% of the old desk is poor functioning/ unusable, resulting in a disorganized workspace. (I liken it to a chef cooking in a camper or doctor treating patients in a parking garage---certainly workable but not a suitable long term arrangement). Function aside, the existing desk is dated and its materials, although fine in their time, speak this clearly. Image-wise, a reception desk is the focal point of any facility. It is the one element that all patients and visitors see, touch, and interact with....it is their first and last impression...the 2 slices of bread, so to speak. It doesn't matter much that high quality ingredients are in between, if the bread looks old, the sandwich somewhat loses its appeal. With that said, visually, this desk can be made to suffice, however, replacing it after the fact is a highly disruptive/costly alternative and it's a decision that should be weighed carefully now.*

215 Fairview Ave – Elmhurst, IL 630.632.6896

sourceonecreativesolutions

Page 2 of 4  
 Reproductive Medicine Institute  
 January 5, 2011

***Reception/Waiting Areas/Corridors - Continued;***

All walls shall be painted for ease of future updating and soffit areas may have an accent color/treatment depending on overall final scheme. Paint selection for both doors and frames is a consideration and detail which shall repeat throughout the space to provide visual continuity. It is recommended that carpet be used behind the reception desk for improved sound absorption. Other features may include new seating options, upholstery selections, area rug recommendations, magazine/literature racks and artwork placement. *(See fee structure)*

- ***Consultation Room & Private Offices (2);*** materials and finishes used in this area shall be an extension of what is used in the reception area. Utilizing carpet in these areas is recommended to enhance acoustical privacy.
- ***Patient Area & Nurses Desk;*** this area shall be considered a “suite” of collective spaces which includes Patient Recovery Rooms (4), an IVF Office, and an RN Office (both potentially future recovery rooms). Durable laminate surface materials/cabinetry shall coordinate with those selected for the reception area. All flooring materials shall unite the flow of these spaces. Other features may include artwork placement, privacy curtain selections, and miscellaneous upholstery recommendations. *(See fee structure)*
- ***Toilet Rooms (3);*** basic recommendations for flooring, ceramic tile (if required), and wall paint options. All fixtures, faucets, lighting, etc. have already been selected.
- ***Lab spaces (3), Locker/Mud, Clean & Dirty Rooms;*** basic recommendations for coordinating sheet flooring color and wall paint.
- ***Procedure Rooms, Medical Lab Area, Lunchroom, Lounge, and existing adjacent spaces;*** are not included within the scope of this agreement, however it is likely that the floor and wall colors selected for these areas are a natural extension of that used in the areas mentioned above.
- ***Materials & Finishes***
  - Floor Materials** – Modular Laminate Flooring (faux stone & faux wood plank) granite border/accents) shall be used in all areas except the Treatment Rooms, Lab, and utilitarian spaces which shall receive homogenous sheet vinyl flooring/base. Carpet shall be considered for the Consultation Room, Private Offices, and behind the Reception Desk.
  - Wall Finishes** – Paint shall be used in all areas with accent colors at feature walls and soffits.
  - Doors/Frames** – All door slabs and frames shall be painted throughout the space.
  - Millwork/Cabinetry Finishes** – Counter surfacing and laminate materials for cabinetry shall coordinate aesthetically throughout the space.
  - Lighting & Ceiling** – Ceiling and lighting selections have already been made and are not included within the scope of these services.
  - Furniture** – Propose options for non-clinical style seating and upholstery that tie together the desired scheme.
  - Window Treatments** – Although not discussed, consultation for window treatments is available. Often, a building standard is required and it is not a negotiable feature.




Page 3 of 4  
 Reproductive Medicine Institute  
 January 5, 2011

## Estimated Hours & Compensation

Fees are itemized into four categories to illustrate the allocation of design hours for each phase:

**Schematic Design (basic fee):** Create a preliminary design concept by meeting with client to determine a general direction (*completed*), followed by a presentation of color scheme directions for consideration. Upon approval of a scheme direction, the design process shall conclude with revised selections for final approval. All materials shall be presented as loose samples in an organized format. Three meetings have been budgeted in this phase.\* (Additional meetings, as deemed necessary or required beyond this allotment shall be billed at \$75 for the first hour and \$55 for each subsequent hour of the same meeting.)

A detailed list of final/approved items and finishes will be furnished. Ideally, concise spreadsheets, schedules, and support drawings would normally accompany this phase to communicate selections to architect and trades. However, because of the fast track nature of this project, detailed information shall be communicated through email, fax, and simple typed documentation. This basic method of conveying information also reduces overall fee.

Schematic Design and 3 review meetings\* \$ 1,985. Authorized 

\*Note: Proposed meeting at Millwood on Friday, January 7<sup>th</sup> is considered Meeting #1

**Construction Observation (as required):** A typical project generally requires many lengthy site meeting during the construction phase to observe progress, address unforeseen jobsite considerations, and gauge progress of work. This project, however, by nature of its fast passed schedule and already "in-progress" status may require only a few quick visits. Two visits have been budgeted. (Additional visits, as deemed necessary or required beyond this allotment shall be billed at \$75 for the first hour and \$55 for each subsequent hour of the same visit.)

2 jobsite visits = \$205. Authorized 

**Furnishings Selection (optional):** Provide recommendations for furnishings such as reception seating, upholstery selections, privacy curtain, accessories, window coverings, and artwork consultation (beyond the "Stork" piece) to enhance and incorporate the overall design scheme. This is based on providing products available through the vast offering of the Millwood showroom. A good portion of this time is allocated to researching products, ordering fabric samples, and confirming lead times/availability. Any requested field work (including travel time), such as a Mart trip, is billed at \$75 per hour and is subject to reimbursable parking expenses.

Furnishings Selection and 2 review meetings \$ 1,870. Authorized 

**Color Boards (optional):** Prepare professional color boards of final/approved selections of both interior finishes and furnishings. Fee is based on providing 1-2 presentation quality display boards, labeled and wrapped. All materials are included. Any revisions to previously approved work shall be subject to revision fees.

15 hours at \$55/hr = \$ 825. Authorized 

Page 4 of 4  
Reproductive Medicine Institute  
January 5, 2011

## Acceptance & Agreement

Billable time and pre-approved expenses are tracked weekly and submitted monthly for payment. Parking garage fees are considered reimbursable expenses. All mileage and tolls are absorbed within the hourly rate. Excessive revisions and/or additional services not outlined above shall be billed at \$55 per hour. All field work is performed at \$75 for the first hour and \$55 for each subsequent hour of the same meeting/visit. A separate authorization is required prior to commencement of any added work.

Your signature affixed to this agreement serves as authorization to proceed. You may terminate this agreement at any time without cause or reason and shall be billed only for services rendered to date. Detailed time reports are included with each invoice. All billing is prepared near the first of each month for services rendered during the month prior. Prompt payment is always appreciated.

Respectfully Submitted (electronically) \_\_\_\_\_  
Sally A. Schiavone-Reamer Date  
Registered Interior Designer, #161-002779  
Source One Creative Solutions

Client Signature & Approval     *Lisa A. Rinehart*         1-13-11      
Lisa A. Rinehart Date  
Chief Operating Officer  
Reproductive Medicine Institute



# Joey's Movers & Trucking, Inc.

7333 Ridgeway  
Skokie, IL 60077  
847.674.7779

Bill of Lading Number: 5774

Movers IL C.C. License Number: 65409 MC

Origin	Destination
Reproductive Medical Institute	Reproductive Medical Institute
25 Winfield Rd #411	2425 W 22nd Ste 102
See: Monica or Anne	Oak Brook, IL
Winfield, IL	
Phone1: 630.954.0054 (Sherry)	
Phone2:	

Agreed Pickup Date	Actual Pickup Date	Agreed Deliver Date	Actual Deliver Date
Tue - 06/07/11		Tue - 06/07/11	

Remarks/Instructions
504-2006,493

Packing & Container Charges						
Item	#PBO	#Mover	Unit \$	PackRate	UnpackRate	Total
TOTAL Packing & Container Charges:						0.00

As determined by mover's tariff, rates may be computed by the hour for moves 35 miles or less from origin to destination or wholly within Cook County. Moves over 35 miles must be computed on a weight-mileage basis.

	Start Time	End Time
Pickup	Tue-06/07/11 10:00	9:50 AM
Deliver		

Chargeable Hours	Nbr of Men	Nbr of Trucks	Hourly Rate (Men+Trucks)	Total Hours	Amount Due
Straight Time	2		\$40.00	02:00	\$ 160.00
Other					\$
Overtime					\$
Additional Labor					\$
Travel Time					\$
Mileage Charge			\$ per Mile	Miles	\$
<b>Total Packing Charges</b>					\$ 0.00
<small>Other Charges</small>					
Vehicle Charge					\$ 100.00
Valuation Charge \$					per \$
Insurance Charge \$					per \$
<b>Total Charges Due</b>					\$ 260.00
payment by cash, cashier's check, or money order					
<b>Prepayment Received</b>					\$ 0
Maximum amount to be paid at time of delivery to obtain delivery of an estimated C.O.D. shipment					
YOU ARE OBLIGATED TO PAY BALANCE WITHIN 30 DAYS					
					<b>BALANCE DUE \$ 260.00</b>

**Important Notice**

- The shipment will move subject to the rules and conditions of mover's tariff.
- All advances and lawful charges must be paid in cash, cashier's check or money order before mover delivers or relinquishes possession of the property unless otherwise indicated in writing by the mover.
- Minimum to be paid at delivery is written estimate plus 10%; balance (if any) must be paid within 30 days.
- For liability and valuation purposes, household goods shall be deemed to weigh seven pounds per cubic foot.
- This contract (including terms printed on the back or included in mover's tariff) constitutes the complete agreement between shipper and mover. This contract may not be orally amended. Any changes must be in writing.

**Mover's Liability**

Before the move begins the shipper signing this contract must insert in the space below, in his/her own handwriting, either declaration of the actual value of the shipment or the words "30 cents per pound per article." Otherwise, the shipment will be deemed released to a maximum value equal to \$2.00 times the weight of the shipment in pounds. Additional tariff charges may apply for value of 30 cents per pound per article. Declaring a released value for goods is not the same as purchasing a policy of insurance. Separate insurance may be purchased at an additional charge.

Shipper hereby releases the entire shipment to value not exceeding  
\$ 30 cents per pound per article.  
 By: Henry Polce Date: 6-7-11

**Delivery Acknowledgement:** Shipment was received in apparent good condition except as noted, and services ordered were performed.

[Signature] (Shipper's signature)          (Date)  
[Signature] (Driver's signature) 6/7/11 (Date)



# Joey's Movers & Trucking, Inc.

7333 Ridgeway  
Skokie, IL 60077  
847.674.7779

Illinois Intrastate Household Goods Bill of Lading and Freight Bill

Bill of Lading Number: 5673

Movers IL C.C. License Number: 65409 MC

Origin	Destination	Destination
Reproductive Medical Institute	Reproductive Medical Institute	Reproductive Medical Institute
2601-07 W 22nd	Good Samaritan Hospital	2425 W 22nd Ste 102
Oak Brook, IL	3825 Highland Ave	Oak Brook, IL 60523
Phone1: 630.954.0054 (Office)	Downers Grove, IL	
Phone2: 708.655.2885 (Theresa)		

Agreed Pickup Date	Actual Pickup Date	Agreed Deliver Date	Actual Deliver Date	Agreed Deliver Date	Actual Deliver Date
Thu - 05/26/11		Thu - 05/26/11		Thu - 05/26/11	

Packing & Container Charges						
Item	#PBO	#Mover	Unit \$	PackRate	UnpackRate	Total
<b>TOTAL Packing &amp; Container Charges:</b>						<b>0.00</b>

**Remarks/Instructions**

Theresa will meet us at first address and follow us to Downers Grove  
504-2006,493

As determined by mover's tariff, rates may be computed by the hour for moves 35 miles or less from origin to destination or wholly within Cook County. Moves over 35 miles must be computed on a weight-mileage basis.

	Start Time	End Time
Pickup	Thu-05/26/11 09:00	XTP
Deliver		
Deliver		10:21

Chargeable Hours	Nbr of Men	Nbr of Trucks	Hourly Rate (Men+Trucks)	Total Hours	Amount Due
Straight Time	2		\$40.00	02:00	\$ 160.00
Other					\$
Overtime					\$
Additional Labor					\$
Travel Time					\$
Mileage Charge			5 per Mile	Miles	\$
<b>Total Packing Charges</b>					<b>\$ 0.00</b>
<b>Other Charges</b>					
Vehicle Charge					\$ 100.00
Valuation Charge \$ per					\$
Insurance Charge \$ per					\$
<b>Total Charges Due</b> payment by cash, cashier's check, or money order					\$ 260.00
Payment - 05/24/11					\$ 160.00
Maximum amount to be paid at time of delivery to obtain delivery of an estimated C.O.D. shipment					
<b>YOU ARE OBLIGATED TO PAY BALANCE WITHIN 30 DAYS</b>					<b>BALANCE DUE \$ 100.00</b>

*Handwritten initials*

### Important Notice

- The shipment will move subject to the rules and conditions of mover's tariff.
- All advances and lawful charges must be paid in cash, cashier's check or money order before mover delivers or relinquishes possession of the property unless otherwise indicated in writing by the mover.
- Minimum to be paid at delivery is written estimate plus 10%; balance (if any) must be paid within 30 days.
- For liability and valuation purposes, household goods shall be deemed to weigh seven pounds per cubic foot.
- This contract (including terms printed on the back or included in mover's tariff) constitutes the complete agreement between shipper and mover. This contract may not be orally amended. Any changes must be in writing.

### Mover's Liability

Before the move begins, the shipper signing this contract must insert in the space below, in his/her own handwriting, either declaration of the actual value of the shipment or the words "30 cents per pound per article." Otherwise, the shipment will be deemed released to a maximum value equal to \$2.00 times the weight of the shipment in pounds. Additional tariff charges may apply for value of 30 cents per pound per article. Declaring a released value for goods is not the same as purchasing a policy of insurance. Separate insurance may be purchased at an additional charge.

Shipper hereby releases the entire shipment to value not exceeding  
 \$ 30 cent per pound per article  
 By: Theresa R. [Signature] Date: 5-24-11

**Delivery Acknowledgement:** Shipment was received in apparent good condition except as noted, and services ordered were performed.

Theresa A. [Signature] 5/26/11  
(Shipper's signature) (Date)

[Signature] 5/26/11  
(Driver's signature) (Date)



# Joe's Movers & Trucking, Inc.

7333 Ridgeway  
Skokie, IL 60077  
847.674.7779

Bill of Lading Number: 5418

Movers IL C.C. License Number: 65409 MC

Origin	Destination
The Rinehart Center 2601 W 22nd St Suite 23 Oakbrook, IL 60523 Phone1: 630.220.2233 (Lisa)	The Rinehart Center 2425 W 22nd St Suite 102 Oakbrook, IL 60523

Agreed Pickup Date	Actual Pickup Date	Agreed Deliver Date	Actual Deliver Date
Wed - 04/06/11		Wed - 04/06/11	

Billing Address: 2425 W 22nd St  
Suite 102  
Oakbrook, IL 60523

Packing & Container Charges						
Item	#PBO	#Mover	Unit \$	PackRate	UnpackRate	Total
TOTAL Packing & Container Charges:						0.00

\* Joe's movers not responsible for any damages to any equipment that may occur. (Halter Lamin Floor)  
\* *[Signature]* 4/6/11

Remarks/Instructions
504-08,117,006

As determined by mover's tariff, rates may be computed by the hour for moves 35 miles or less from origin to destination or wholly within Cook County. Moves over 35 miles must be computed on a weight-mileage basis.

	Start Time	End Time
Pickup	Wed-04/06/11 08:00	
Deliver		3:48

Chargeable Hours	Nbr of Men	Nbr of Trucks	Hourly Rate (Men+Trucks)	Total Hours	Amount Due
Straight Time	3		\$35.00	02:00	\$ 210.00
Other				6	\$ 630.00
Overtime					\$
Additional Labor					\$
Travel Time					\$
Mileage Charge			\$ per Mile	Miles	\$
<b>Total Packing Charges</b>					\$ 0.00
<b>Other Charges</b>					
Vehicle Charge					\$ 100.00
Valuation Charge \$ per					\$
Insurance Charge \$ per					\$
<b>Total Charges Due</b> payment by cash, cashier's check, or money order					\$ 940.00
<b>Prepayment Received</b>					\$
Maximum amount to be paid at time of delivery to obtain delivery of an estimated C.O.D. shipment					
YOU ARE OBLIGATED TO PAY BALANCE WITHIN 30 DAYS					<b>BALANCE DUE \$ 940.00</b>

### Important Notice

- The shipment will move subject to the rules and conditions of mover's tariff.
- All advances and lawful charges must be paid in cash, cashier's check or money order before mover delivers or relinquishes possession of the property unless otherwise indicated in writing by the mover.
- Minimum to be paid at delivery is written estimate plus 10%; balance (if any) must be paid within 30 days.
- For liability and valuation purposes, household goods shall be deemed to weigh seven pounds per cubic foot.
- This contract (including terms printed on the back or included in mover's tariff) constitutes the complete agreement between shipper and mover. This contract may not be orally amended. Any changes must be in writing.

### Mover's Liability

Before the move begins the shipper signing this contract must insert in the space below, in his/her own handwriting, either declaration of the actual value of the shipment or the words "30 cents per pound per article." Otherwise, the shipment will be deemed released to a maximum value equal to \$2.00 times the weight of the shipment in pounds. Additional tariff charges may apply for value of 30 cents per pound per article. Declaring a released value for goods is not the same as purchasing a policy of insurance. Separate insurance may be purchased at an additional charge.

Shipper hereby releases the entire shipment to value not exceeding

\$ unlimited

By: 309/16 pca Date: 4-6-11  
*[Signature]*

**Delivery Acknowledgement:** Shipment was received in apparent good condition except as noted, and services ordered were performed.  
*[Signature]* 4-6-11  
(Shipper's Signature) (Date)

*[Signature]* 4/6/11  
(Driver's Signature) (Date)



# Joey's Movers & Trucking, Inc.

7333 Ridgeway  
Skokie, IL 60077  
847.674.7779

Bill of Lading Number: 4651

Movers IL C.C. License Number: 65409 MC

### Origin (Internal Move)

**The Rinehart Center**  
2425 W 22nd St  
suite 102  
Oakbrook, IL 60523  
Phone1: 630.954.0054 (Sherry or Lisa)

Agreed Move Date	Actual Move Date
Fri - 10/15/10	

**Billing Address:** 2425 W 22nd St  
suite 102  
Oakbrook, IL 60523

### Packing & Container Charges

Item	#PBO	#Mover	Unit S	PackRate	UnpackRate	Total
<b>TOTAL Packing &amp; Container Charges:</b>						<b>0.00</b>

### Remarks/Instructions

420-Van,117

As determined by mover's tariff, rates may be computed by the hour for moves 35 miles or less from origin to destination or wholly within Cook County. Moves over 35 miles must be computed on a weight-mileage basis.

	Start Time	End Time
Internal	Fri-10/15/10 09:00	12:15

Chargeable Hours	Nbr of Men	Nbr of Trucks	Hourly Rate (Men+Trucks)	Total Hours	Amount Due
Straight Time	2		\$35.00	02:00	\$ 140.00
Other				1.5	\$ 105.
Overtime					\$
Additional Labor					\$
Travel Time					\$
Mileage Charge			\$ per Mile	Miles	\$
<b>Total Packing Charges</b>					\$ 0.00
<b>Other Charges</b>					
Vehicle Charge					\$ 50.00
Valuation Charge	\$	per		\$	
Insurance Charge	\$	per		\$	
<b>Total Charges Due</b>					<b>\$ 295.00</b>
payment by cash, cashier's check, or money order					
<b>Prepayment Received</b>					\$
Maximum amount to be paid at time of delivery to obtain delivery of an estimated C.O.D. shipment					
<b>YOU ARE OBLIGATED TO PAY BALANCE WITHIN 30 DAYS</b>					<b>BALANCE DUE \$ 295.00</b>

*X. Sherrin M. Gaudin*

*paid check.*

*NOT RESPONSIBLE FOR DAMAGE TO WALLS*

### Important Notice

- The shipment will move subject to the rules and conditions of mover's tariff.
- All advances and lawful charges must be paid in cash, cashier's check or money order before mover delivers or relinquishes possession of the property unless otherwise indicated in writing by the mover.
- Minimum to be paid at delivery is written estimate plus 10%; balance (if any) must be paid within 30 days.
- For liability and valuation purposes, household goods shall be deemed to weigh seven pounds per cubic foot.
- This contract (including terms printed on the back or included in mover's tariff) constitutes the complete agreement between shipper and mover. This contract may not be orally amended. Any changes must be in writing.

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Before the move begins the shipper signing this contract must insert in the space below, in his/her own handwriting, either declaration of the actual value of the shipment or the words "30 cents per pound per article." Otherwise, the shipment will be deemed released to a maximum value equal to \$2.00 times the weight of the shipment in pounds. Additional tariff charges may apply for value of 30 cents per pound per article. Declaring a released value for goods is not the same as purchasing a policy of insurance. Separate insurance may be purchased at an additional charge.

Shipper hereby releases the entire shipment to value not exceeding

\$ 300 / lb

By: *X. Sherrin M. Gaudin* Date: *10-15-10*

**Delivery Acknowledgement:** Shipment was received in apparent good condition except as noted, and services ordered were performed.

*Sherrin M. Gaudin* (Shipper's signature) \_\_\_\_\_ (Date)  
*Wesley Carver* (Driver's signature) \_\_\_\_\_ (Date) *10-15-10*



**Accreditation Quality Report**

- > Summary of Accreditation Quality Information
- > Accredited Programs
- > Accreditation National Patient Safety Goals
- > Sites and Services
- > Accreditation History
- > Download Accreditation PDF Report
- > Accreditation Quality Report User Guide

**Symbol Key**

- The organization has met the National Patient Safety Goal.
- The organization has not met the National Patient Safety Goal.
- The goal is not applicable for this organization.

**Quality Report**

**Summary of Accreditation Quality Information**



**Oak Brook Fertility Center**  
 Org ID: 378067  
 2425 W 22nd Street, Suite 102  
 Oak Brook, IL 60523  
 (630)954-0054  
[www.oakbrookfertility.com](http://www.oakbrookfertility.com)

Accreditation Programs	Accreditation Decision	Effective Date	Last Full Survey Date	Last On-Site Survey Date
<u>Office Based Surgery Accredited</u>		7/22/2009	7/21/2009	7/21/2009

- Top -

**National Patient Safety Goals and National Quality Improvement Goals**

Compared to other Joint Commission Accredited Organizations

**Office Based Surgery**

2010 National Patient Safety Goals

See Detail

Nationwide



Statewide



\*State results are not calculated for the National Patient Safety Goals.

- Top -

**Sites and Services**

**\* Primary Location**

An organization may provide services not listed here. For more information refer to the [Quality Report User Guide](#).

**Locations of Care**

Oak Brook Fertility Center \*  
 2425 W. 22nd St. Ste. 102  
 Oak Brook, IL 60523

**Available Services**

- Anesthesia
- Other Surgical Procedures/Anesthesia

- Top -

The Joint Commission obtains information about accredited/certified organizations not only through direct observations by its employees. [...Read more.](#)

ATTACHMENT – 9

Cost Space Requirements

The IVF Surgery Center at RMI consists of 5100 DGSF utilized as:

Space Use	DGSF
Medical/Treatment Rooms	3863
Laboratory	750
Administrative	487

Parking (free) is provided and maintained by the building landlord.  
There is no use of vacated space and no gift shop.

All project costs of the surgery center are paid; and, there are no projected costs.



ATTACHMENT – 11

Background of the Applicant

1. The applicant, The IVF Surgery Center at RMI, does not own or operate any other health care facility.
2. There are no adverse actions against the applicant.
3. The applicant expressly authorizes HFSRB and DPH to access any documents necessary to verify the information submitted, including, but not limited to: official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations.
4. The applicant has not previously submitted an application.

## ATTACHMENT – 12

### Purpose of Project

The purpose of the proposed center is to combine existing Assisted Reproductive Technology (ART) centers into a single ART center licensed as an ambulatory surgical treatment center. The benefit to patient care accrues through efficiency of services provided thus limiting the cost, centralization of quality assurance measures, and uniformity with monitoring of clinical services. The project will also enhance access to care as appropriately trained physicians who are not members of RMI could be on the staff of the Surgery Center, but are unable to perform services at Oak Brook Fertility because of licensure, regulatory and liability issues.

As set forth in the Application, the Applicant is projecting that the physicians at the Surgery Center will perform 1,000 ART procedures and 50 related procedures in 2012. In 2010, those same physicians performed 292 ART and related procedures at the IVF Center.

This project is necessitated by the need to provide technological services in a central location at significant cost savings to the patients. As all forms of insurance reimbursement for services and supplies decreases, and the specialty requires proven success rates (as reported to the CDC by federal law), this Project will allow for increased access and the ability to care for an increased number of patients. In 2010, the physicians, collectively saw over 1,000 new patients, an increase of over ten percent over the preceding year. This year, 2011, the physicians are on track to see a further ten percent increase in new patients; and this trend is expected to continue for 2012. Historically, all increases in new patient volume translate to an increase in assisted reproductive technologies.

**RMI.** Reproductive Medicine Institute formed by merging two long-existing reproductive medicine practices and adding a newly graduated reproductive endocrinologist. The formation of RMI resulted in six offices, with the ability to perform complex ART procedures at three and simple ART procedures at all six locations. The office locations cover a major portion of the great Chicago area. The Rinehart Center for Reproductive Medicine, one of the legacy corporations, provided reproductive medicine and infertility (RI) services to the catchment areas of NorthShore University HealthSystem, where it provide the Director of REI for NorthShore, to the catchment area of Central DuPage Hospital with an office in the professional building on campus at CDH, and to the catchment area for Good Samaritan Hospital. Three years ago, Dr. Jay Levin, an REI with a long-standing practice at Hinsdale Hospital, joined Dr. Rinehart in the Rinehart Center thus expanding their services to the patients in the Hinsdale Hospital catchment area. The Oak Brook Fertility Center, the other legacy corporation, provided services primarily in the Oak Brook area but also for physicians practicing at Elmhurst Hospital. The Oak Brook Fertility Center hired a recent graduate from the REI fellowship at Northwestern Hospital and opened a new practice next to Northwestern Memorial hospital. RMI also expanded the downtown services to include providing REI services for the Reproductive Genetics Institute, a long-standing world leader in genetic REI services which draws not only locally but nationally and internationally.

The formation of RMI from many existing and newly acquired practices created duplicity of facilities within RMI. The services provided within the ART centers is technical and utilized only once or twice during a patient treatment cycle. Traditionally, patients have been willing to travel for the one or two times they need to have these services. REI practices have thus tried to establish central ART centers for the purposed defined above. Models which epitomize this approach are a former

practice in Chicago (where Dr. Rinehart was the director of the ART program) doing business as the Center for Human Reproduction which employed 14 REIs and consolidated four ART centers in a single center located at Glenbrook Hospital in Glenview, Ill. A current model is the Fertility Centers of Illinois which employs about 10 REIs and has two ART centers (one in River North and one in Highland Park). Other models exist in other metropolitan areas such as Boston IVF in Boston, MA or Shady Grove Fertility Centers in the Washington DC area. The concept behind all of these centers is to consolidate the provision of the actual technical procedures for ART into a minimum number of surgical centers.

One obvious advantage to consolidation of centers providing the surgical techniques for ART is the "efficiency of scale" concept. The ability to provide services from a single center lowers the overall cost of the services provided. This provides RMI with the usual benefits of lowering costs but also permits RMI to provide these services at a lower cost to those patients who do not have insurance benefits that cover REI services. A second advantage to consolidation of services is allowing for better quality of services provided. Much of the technical aspect of ART services utilizes complicated tissue culture laboratory services. Maintaining the highest quality in such a highly complex laboratory is greatly enhanced by having the ability to purchase large lots of disposable tissue culture supplies permitting extensive quality assessment on large lots of supplies. Also, maintain a large lab rather than a number of smaller labs, permits tighter control of quality issues. Finally, one large facility enhances clinical management for the patients. This enhanced care results from a number of physicians sharing common space and thus sharing ideas about the best care for the patient. The experience of Dr. Rinehart during his employment by CHR when four labs were combined into one confirms these assumptions.

The geographic area covered by RMI can be approximated by evaluating the ZIP codes of current patients in the practice at RMI. Evaluating 1800 patient zip codes, 330 ZIP codes in the 60000 area were identified with a range of 1-38 patients per ZIP code; 30 ZIP codes in the 50000 area; 20 in the 40000 area; 12 in the 30000 area; and 15 in the 02000-20000 area. This documents the wide geographic area for patients that RMI services. Thus while the facility is located in Oak Brook, its catchment area is the entire Chicago metropolitan area as well as some surrounding areas.

**Regulatory Issues.** A number of legal, regulatory and liability issues prevent physicians who are not members of the RMI group from performing services at Oak Brook Fertility. Currently, the Surgery Center site is part of the RMI practice. First, the federal Physician Referral Statute, commonly known as the "Stark Law," prevents RMI from allowing other physicians to utilize the facility. The extensive legal analysis may be summarized as the in office ancillary exception to the group practice definition can not be met. This is similar to the prohibition of "per-click" leases in the imaging area. Services in a licensed ASTC are not regulated by the Stark Law in that manner. Liability insurance is available for an ASTC, however, it is difficult to allocate liability for the other physicians inside of a group practice. These regulatory hurdles are not applicable for an ASTC, which could allow for greater patient access.

ATTACHMENT - 13

Alternatives

The Surgery Center project has already been constructed to standards expect to meet all licensure requirements for an ASTC. There would be two primary alternatives to licensure of the IVF Surgery Center at RMI as a single-specialty ambulatory surgical treatment center.

1. One alternative would be to contract to use other facilities in the area. However, most of these are close to physicians other than those who own the facility. The remaining facilities charge increased prices which would add cost for the practice and the patient
2. A second alternative would be to continue to operate the present facilities without licensure. This presents two sets of problems. First, one center is presently contracted on a fee for service basis and this charge exceeds significantly what the cost would be if the procedures were done in the practice's own center. Since many procedures are reimbursed as a per-cycle basis, the cost for doing the procedure approximates the receivables from the payors. The result is that continuing this relationship is cost prohibitive and will need to be curtailed. The second option and also set of problems would be to continue to operate the facility in the Evanston Office.

The Evanston facility was built in 2000 and has been continuously operating since that time. Presently, the physicians from this practice have their patient travel to Evanston for their ART procedures. Many patients now travel from Dupage County and downtown Chicago since that is part of the catchment area for this office. The facility needs to be upgraded if it is to remain in operation. The ultrasound machine needs refurbishing and the patient recovery area needs restructuring and upgrading. The laboratory needs new incubators since incubator technology has not outstripped the incubators currently in use. The micromanipulators for the microscope and the camera for the microscope also need to be replaced with updated equipment. But the most pressing issue with this lab is its location. Sitting next to the train, the air quality is very poor in this location. To compensate for this would require major reconstruction of the laboratory facility including removing walls and ceiling and replacing them with sealed walls and ceiling. There would need to be isolettes for manipulating gametes and embryos and newly designed and offered "closed" incubators. In essence, in order to meet the current industry standards, this facility would need to be completely redone and the expense would be considerable. That cost would result in an increase charge to the patients and a reduction in revenues to the practice.

In summary, the alternative choices both suffer from the same shortcoming: increased cost, decreased quality of care for the patient, and less consolidation of medical expertise targeting improved patient care.

ATTACHMENT - 14

Project Scope, Utilization, and Unfinished Shell Space

The proposed space for the IVF Surgery Center at RMI is necessary for the type of services provided, and is; therefore, not excessive. The Applicant operates a state of the art facility to provide highly technical assisted reproductive technology procedures. Utilizing an attached high complexity embryology laboratory, the Applicant is JCAHO accredited and meets all CDC reporting guidelines.

The gross square footage does not exceed the Appendix B BGSF/DGSF standards for Ambulatory Surgical Treatment Centers.

Size of Project				
Department/Service	Proposed BGSF/DGSF	State Standard	Difference	Met Standard?
ASTC/ Treatment Room and adjacent space	1913.5 dgsf	1660-2200 dgsf	(286.5 dgsf)	YES

ATTACHMENT - 15

Project Services Utilization

The IVF Surgery Center at RMI provided 507 hours of assisted reproductive technology treatment in the last year.

Based upon the increase in the clinical practice patient volume of 10%, it is projected that the utilization of the treatment rooms will increase proportionately to 558 hours.

Size of Project					
	Dept./ Service	Historical Utilization (Treatments)	Projected Utilization	State Standard	Met Standard?
Year 1	ASTC	456	507	Max. 1500 hours	YES
Year 2	ASTC	507	558	Max. 1500 hours	YES

ATTACHMENT - 27

Non-Hospital Based Ambulatory Surgery

1. Scope of Services Provided

- a. The procedures proposed are limited to assisted reproductive technologies: ultrasound-guided trans-vaginal oocyte retrieval, and ultrasound-guided trans-vaginal embryo transfer
- b. The project will result in a limited ASTC.

2. Target Population

- a. The attached map (27(a, i-iii)) outlines the metropolitan area with the intended GSA. It includes the locations of all current satellite offices that use services at the IVF Surgery Center.
- b. The population of the GSA is 13,055,361. This was determined by reference to the United States Census Bureau website: 2010 Census statistics (<http://quickfacts.census.gov/qfd/index.html>) for the states of Illinois, Indiana, and Wisconsin.
- c. Travel times were calculated by Google Maps (<http://maps.google.com>). These time include:
  - i. Travel from the various satellite office to the IVF Surgery Center at RMI:
    - o Evanston: 45 minutes,
    - o Glenview: 30 minutes,
    - o Chicago: 50 minutes,
    - o Elmhurst: 10 minutes,
    - o Oak Brook: no travel time,
    - o Winfield: 30 minutes, and
    - o Downers Grove: 10 minutes.
  - ii. From the GSA borders:
    - o North: (Madison, WI) 2 hours, 45 minutes.
    - o South: (Pontiac, IL) 1 hour, 40 minutes.
    - o East: (South Bend, IN) 2 hours, 12 minutes.
    - o West: (Rockford, IL) 1 hour, 40 minutes.

3. Projected Patient Volume

[See attached letters; 27(b)]

4. Treatment Room Need Assessment

- a. The number treatment rooms are two (2).
- b. The estimated time per procedure, including clean-up and set-up is based on historical information from 20+ years of providing the same procedures at another facility:
  - i. Ultrasound-guided trans-vaginal oocyte retrieval = 40 minutes.
  - ii. Ultrasound-guided trans-vaginal embryo transfer = 30 minutes.

5. Impact on Other Facilities

- a. See the attached letter to area surgical centers (27(c)).
- b. Facilities contacted include:
  - i. Oak Brook Surgical Center
    - o 2425 W 22<sup>nd</sup> Street, Suite 100, Oak Brook, IL 60523
  - ii. Midwest Fertility
    - o 4333 Main Street, Downers Grove, IL 60515
  - iii. Elmhurst Ambulatory Surgery center
    - o 1200 South York Road, Elmhurst, IL 60126
  - iv. Loyola Ambulatory Surgery Center
    - o 1S224 Summit Ave, Suite 201, Oakbrook Terrace, IL 60181
  - v. Midwest Center for Day Surgery
    - o 3811 Highland Avenue, Downers Grove, IL 60515
  - vi. Salt Creek Surgery Center
    - o 530 North Cass Avenue, Westmont, IL 60559
  - vii. Valley Ambulatory Surgery Center
    - o 2210 Dean Street, St. Charles, IL 60175
  - viii. Centers Hand Surgery & Specialty
    - o 1 Transam Plaza Dr #460, Oakbrook Terrace, IL 60181

6. Establishment of New Facilities

Any existing facilities in the GSA have limitations as the ART services are tied to a specific embryology laboratory, and they are designed to service the patients that are being seen in the attached clinical areas.

7. Charge Commitment

- a. See the attached Charges list. (27(d))
- b. See the attached letter of charge commitment (27(e)).

8. Change in Scope of Service

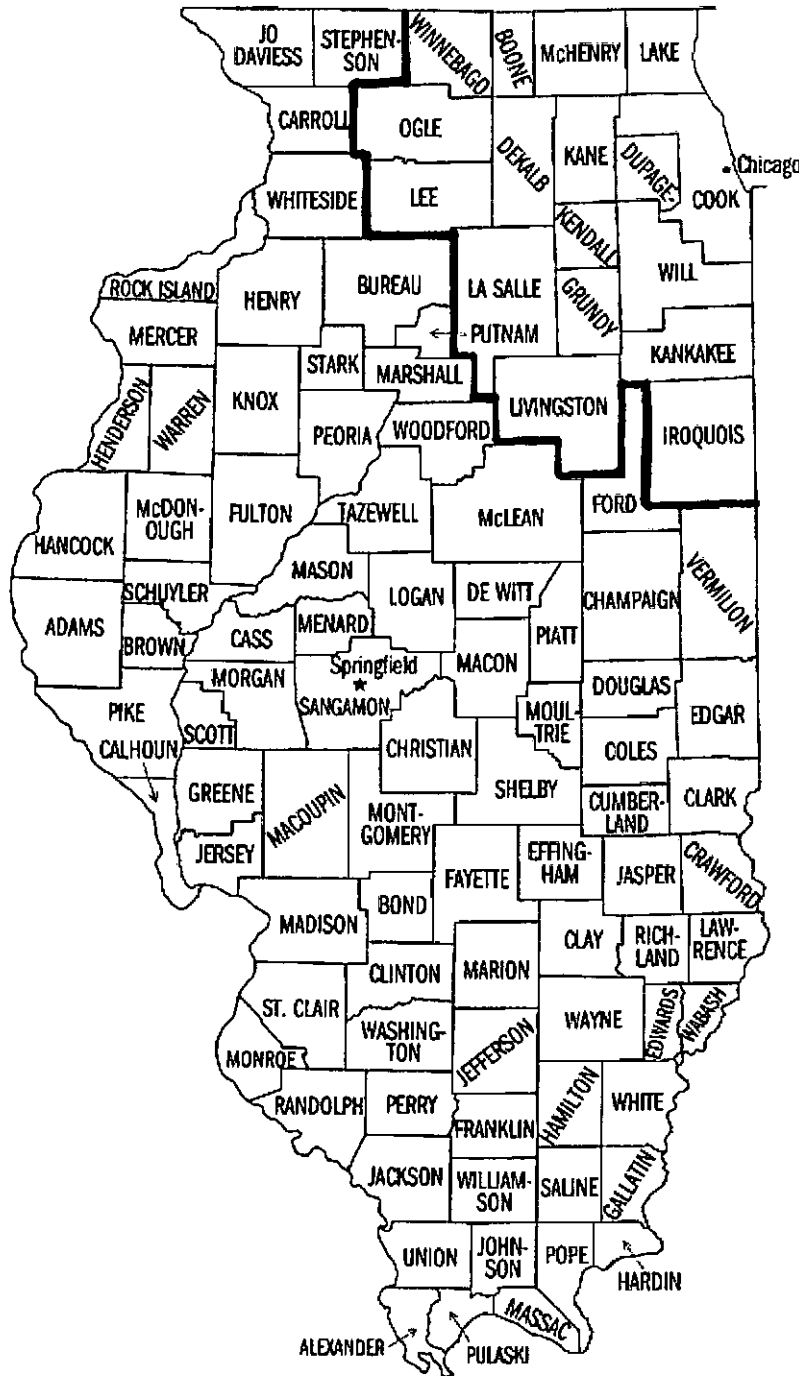
Not applicable to this project.



# Attachment 27 (a-i)

State & County QuickFacts

## Illinois County Selection Map

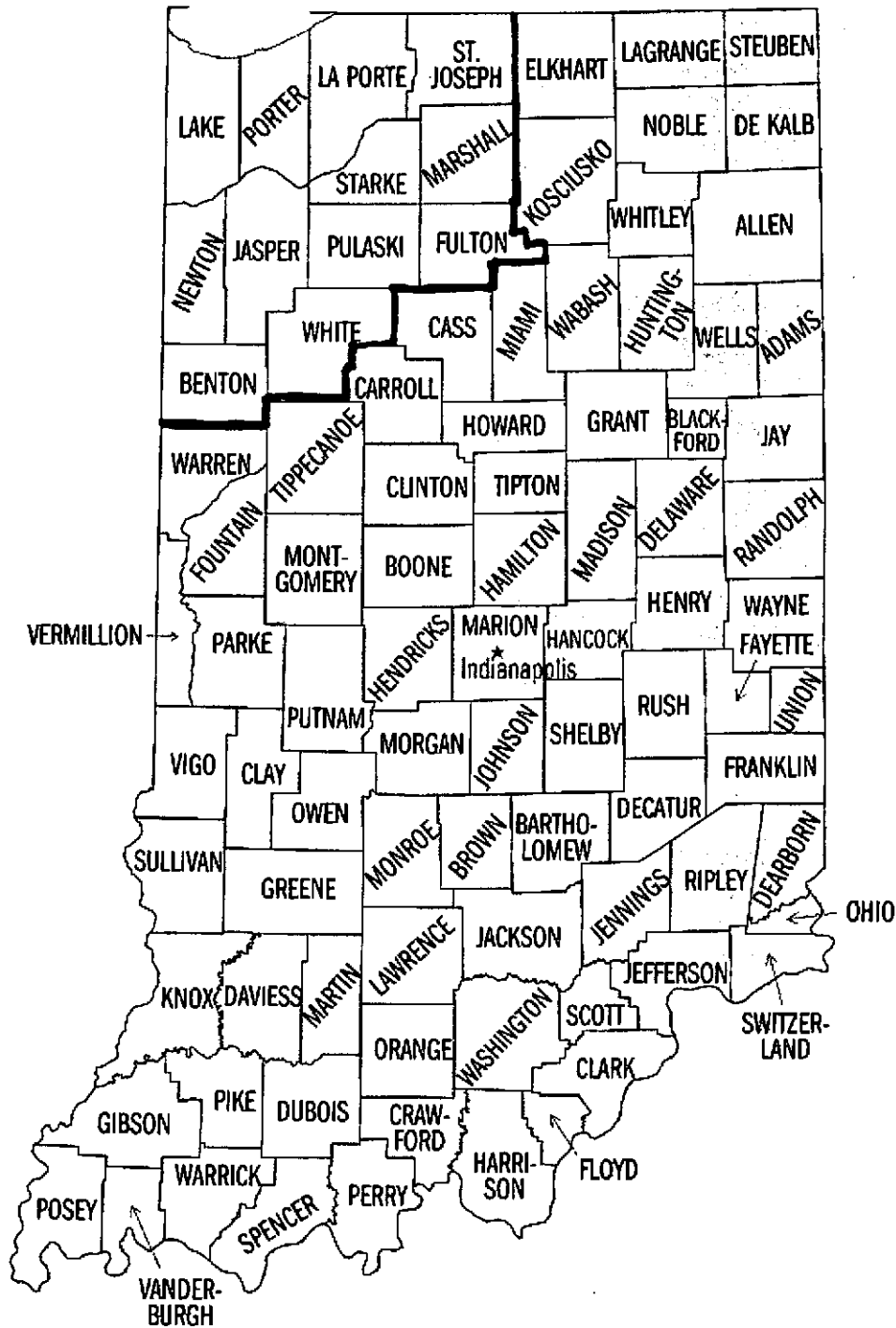


145

# Attachment 27 (a-ii)

State & County QuickFacts

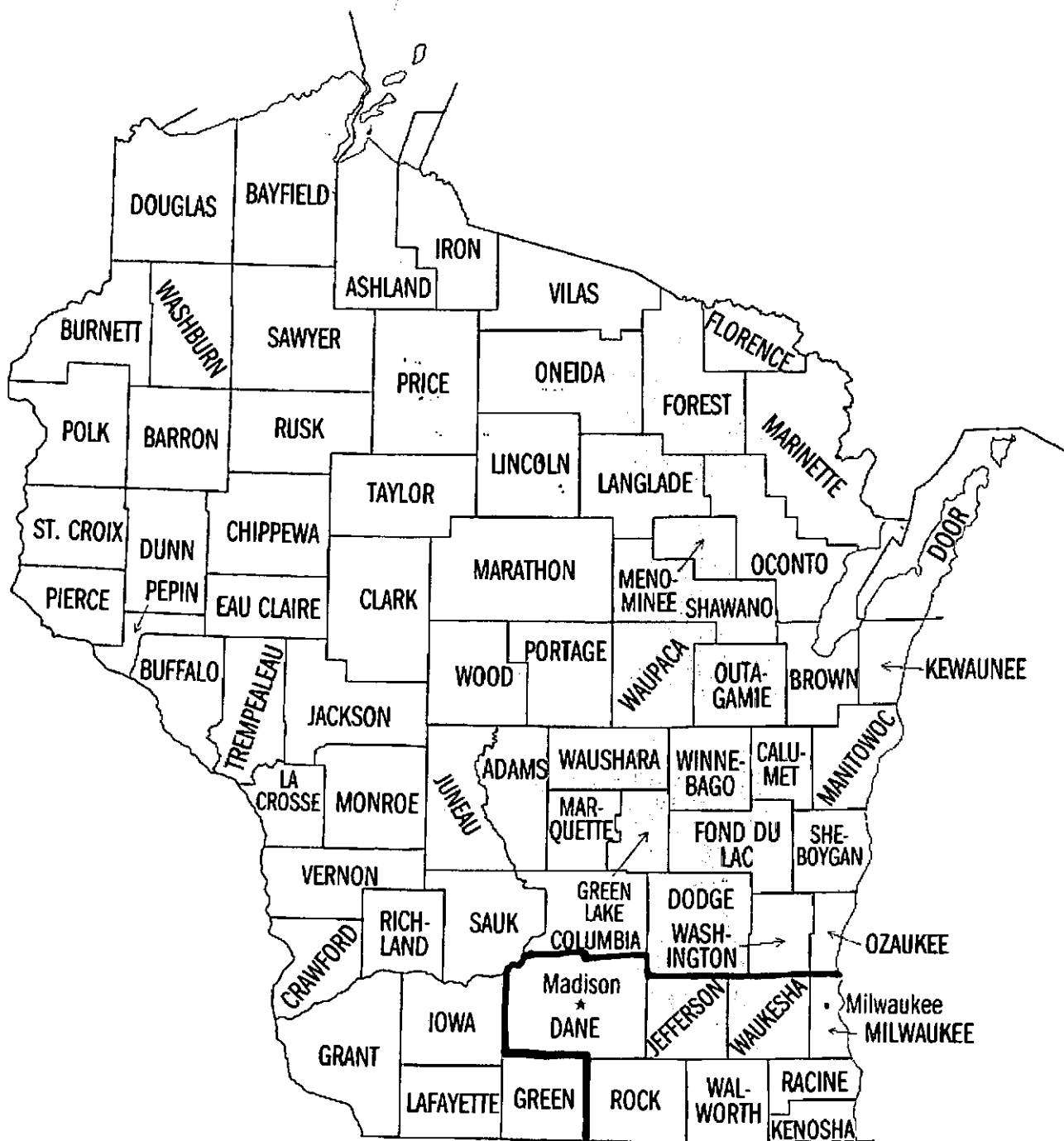
## Indiana County Selection Map



# Attachment 27 (a-iii)

State & County QuickFacts

## Wisconsin County Selection Map





**Reproductive Medicine Institute**

*A Center of Excellence*

W.P. DMOWSKI, MD, PHD.  
JOHN S. RINEHART, MD, PHD., JD  
NASIR RANA, MD, MPH  
JAY H. LEVIN, MD  
CAROLYN B. COULAM, MD  
ELENA TRUKHACHEVA, MD

September 12, 2011

IL Health Facilities and Services Review Board

RE: ASTC Application for Permit for  
The IVF Surgery Center at RMI

To Whom it May Concern:

I am a physician with Reproductive Medicine Institute and I use the facilities at The IVF Surgery Center at RMI ("Applicant Facility") for my patients who require treatment/procedures for assisted reproductive technologies ("ART"). My current practice is exclusive to reproductive endocrinology and infertility.

In the 18 months from January 2010 through June 2011, I performed 68 ART procedures at the Applicant Facility. I also performed: 23 ART procedures at 2500 Ridge Ave, Evanston, IL, 60601, a facility currently maintained by Reproductive Medicine Institute.

As of early 2011, all of my ART procedures are performed at the Applicant Facility. I anticipate 100 ART procedures annually at the new facility. The Applicant Facility exclusively provides ART, and no other surgical interventions. As the intention in using the Applicant Facility was to centralize patient care, close the Evanston facility and be able to offer care to a greater number of patients in a new facility, I project that the patient volume will continue to come from the same geographic service area that currently provides my patient base. This continuation of care will not impose a negative impact on any surrounding facility.

In addition, I have referred patients to Good Samaritan Hospital, 3815 South Highland Ave and Oak Brook Surgical Center, 2425 W. 22<sup>nd</sup> Street, Oak Brook, IL, 60523, for other surgical interventions. These referrals will not cease as the Applicant Facility cannot provide for the types of other surgical cases I perform for my patients. In fact, referrals to the two named facilities may increase, as the patient volume for ART increases due to our new IVF center.

The information in this letter is true and correct to the best of my knowledge.

Sincerely,

W. Paul Dmowski, MD, PhD

Attachment 27(b)



**Reproductive Medicine Institute**

*A Center of Excellence*

W.P. DMOWSKI, MD, PHD.  
JOHN S. RINEHART, MD, PHD., JD  
NASIR RANA, MD, MPH  
JAY H. LEVIN, MD  
CAROLYN B. COULAM, MD  
ELENA TRUKHACHEVA, MD

September 12, 2011

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I am a physician with Reproductive Medicine Institute and I use the facilities at The IVF Surgery Center at RMI ("Applicant Facility") for my patients who require treatment/procedures for assisted reproductive technologies ("ART"). My current practice is exclusive to reproductive endocrinology and infertility.

In the 18 months from January 2010 through June 2011, I performed 28 ART procedures at the Applicant Facility. I also performed: 508 ART procedures at 2500 Ridge Ave, Evanston, IL, 60601, a facility currently maintained by Reproductive Medicine Institute.

As of early 2011, all of my ART procedures are performed at the Applicant Facility. I anticipate 580 ART procedures annually at the new facility. The Applicant Facility exclusively provides ART, and no other surgical interventions. As the intention in using the Applicant Facility was to centralize patient care, close the Evanston facility and be able to offer care to a greater number of patients in a new facility, I project that the patient volume will continue to come from the same geographic service area that currently provides my patient base. This continuation of care will not impose a negative impact on any surrounding facility.

In addition, I have referred patients to my colleagues to perform at Good Samaritan Hospital, 3815 South Highland Ave and Oak Brook Surgical Center, 2425 W. 22<sup>nd</sup> Street, Oak Brook, IL, 60523, for other surgical interventions. These referrals will not cease as the Applicant Facility cannot provide for the types of other surgical cases I perform for my patients. In fact, referrals to the two named facilities may increase, as the patient volume for ART increases due to our new IVF center.

The information in this letter is true and correct to the best of my knowledge.

Sincerely,

John S. Rinehart, MD, PhD, JD



**Reproductive Medicine Institute**

*A Center of Excellence*

W.P. DMOWSKI, MD, PHD.  
JOHN S. RINEHART, MD, PHD., JD  
NASIR RANA, MD, MPH  
JAY H. LEVIN, MD  
CAROLYN B. COULAM, MD  
ELENA TRUKHACHEVA, MD

September 12, 2011

IL Health Facilities and Services Review Board

RE: ASTC Application for Permit for  
The IVF Surgery Center at RMI

To Whom it May Concern:

I am a physician with Reproductive Medicine Institute and I use the facilities at The IVF Surgery Center at RMI ("Applicant Facility") for my patients who require treatment/procedures for assisted reproductive technologies ("ART"). My current practice is exclusive to reproductive endocrinology and infertility.

In the 18 months from January 2010 through June 2011, I performed 139 ART procedures at the Applicant Facility. I also performed: 30 ART procedures at 2500 Ridge Ave, Evanston, IL, 60601, a facility currently maintained by Reproductive Medicine Institute.

As of early 2011, all of my ART procedures are performed at the Applicant Facility. I anticipate 185 ART procedures annually at the new facility. The Applicant Facility exclusively provides ART, and no other surgical interventions. As the intention in using the Applicant Facility was to centralize patient care, close the Evanston facility and be able to offer care to a greater number of patients in a new facility, I project that the patient volume will continue to come from the same geographic service area that currently provides my patient base. This continuation of care will not impose a negative impact on any surrounding facility.

In addition, I have referred patients to Good Samaritan Hospital, 3815 South Highland Ave and Oak Brook Surgical Center, 2425 W. 22<sup>nd</sup> Street, Oak Brook, IL, 60523, for other surgical interventions. These referrals will not cease as the Applicant Facility cannot provide for the types of other surgical cases I perform for my patients. In fact, referrals to the two named facilities may increase, as the patient volume for ART increases due to our new IVF Center.

The information in this letter is true and correct to the best of my knowledge.

Sincerely,

Nasiruddin Rana, MD, MPH



**Reproductive Medicine Institute**

*A Center of Excellence*

W.P. DMOWSKI, MD, PHD.  
JOHN S. RINEHART, MD, PHD., JD  
NASIR RANA, MD, MPH  
JAY H. LEVIN, MD  
CAROLYN B. COULAM, MD  
ELENA TRUKHACHEVA, MD

September 12, 2011

IL Health Facilities and Services Review Board

RE: ASTC Application for Permit for  
The IVF Surgery Center at RMI

To Whom it May Concern:

I am a physician with Reproductive Medicine Institute and I use the facilities at The IVF Surgery Center at RMI ("Applicant Facility") for my patients who require treatment/procedures for assisted reproductive technologies ("ART"). My current practice is exclusive to reproductive endocrinology and infertility.

In the 18 months from January 2010 through June 2011, I performed 36 ART procedures at the Applicant Facility. I also performed: 97 ART procedures at 2500 Ridge Ave, Evanston, IL, 60601, a facility currently maintained by Reproductive Medicine Institute.

As of early 2011, all of my ART procedures are performed at the Applicant Facility. I anticipate 146 ART procedures annually at the new facility. The Applicant Facility exclusively provides ART, and no other surgical interventions. As the intention in using the Applicant Facility was to centralize patient care, close the Evanston facility and be able to offer care to a greater number of patients in a new facility, I project that the patient volume will continue to come from the same geographic service area that currently provides my patient base. This continuation of care will not impose a negative impact on any surrounding facility.

In addition, I have referred patients to Adventist Hinsdale Hospital, 120 North Oak Street, Hinsdale, IL 60521, and Oak Brook Surgical Center, 2425 W. 22<sup>nd</sup> Street, Oak Brook, IL, 60523, for other surgical interventions. These referrals will not cease as the Applicant Facility cannot provide for the types of other surgical cases I perform for my patients. In fact, referrals to the two named facilities may increase, as the patient volume for ART increases due to our new IVF center.

The information in this letter is true and correct to the best of my knowledge.

Sincerely,

Jay H. Levin, MD



**Reproductive Medicine Institute**

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CAROLYN B. COULAM, MD  
ELENA TRUKHACHEVA, MD

September 12, 2011

IL Health Facilities and Services Review Board

RE: ASTC Application for Permit for  
The IVF Surgery Center at RMI

To Whom it May Concern:

I am a physician with Reproductive Medicine Institute and I use the facilities at The IVF Surgery Center at RMI ("Applicant Facility") for my patients who require treatment/procedures for assisted reproductive technologies ("ART"). My current practice is exclusive to reproductive endocrinology and infertility.

In the 18 months from January 2010 through June 2011, I performed 96 ART procedures at the Applicant Facility. I also performed: 38 ART procedures at 2500 Ridge Ave, Evanston, IL, 60601, a facility currently maintained by Reproductive Medicine Institute; and, 90 ART procedures at 2825 North Halsted, Chicago, IL, 60657, a contracted facility supportive of my patients during construction of the Applicant Facility.

As of early 2011, all of my ART procedures are performed at the Applicant Facility. I anticipate 246 ART procedures annually at the new facility. This facility exclusively provides ART, and no other surgical interventions. As the intention in using the Applicant Facility was to centralize patient care, close the Evanston facility and be able to offer care to a greater number of patients in a new facility, I project that the patient volume will continue to come from the same geographic service area that currently provides my patient base. This continuation of care will not impose a negative impact on any surrounding facility.

In addition, I have referred patients to Good Samaritan Hospital, 3815 South Highland Ave and Oak Brook Surgical Center, 2425 W. 22<sup>nd</sup> Street, Oak Brook, IL, 60523, for other surgical interventions. These referrals will not cease as the Applicant Facility cannot provide for the types of other surgical cases I perform for my patients. In fact, referrals to the two named facilities may increase, as the patient volume for ART increases due to our new IVF center.

The information in this letter is true and correct to the best of my knowledge.

Sincerely,

Elena V. Trukhacheva, MD, MSCI





# Reproductive Medicine Institute

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NASIR RANA, MD, MPH  
JAY H. LEVIN, MD  
CAROLYN B. COULAM, MD  
ELENA TRUKHACHEVA, MD

September 12, 2011

IL Health Facilities and Services Review Board

RE: ASTC Application for Permit for  
The IVF Surgery Center at RMI

To Whom it May Concern:

I am a physician with Reproductive Medicine Institute and I use the facilities at The IVF Surgery Center at RMI ("Applicant Facility") for my patients who require treatment/procedures for assisted reproductive technologies ("ART"). My current practice is exclusive to reproductive endocrinology and infertility.

In the 18 months from January 2010 through June 2011, I performed 0 (zero) ART procedures at the Applicant Facility. I also performed: 107 ART procedures at 2500 Ridge Ave, Evanston, IL, 60601, a facility currently maintained by Reproductive Medicine Institute.

In the fall of 2011, I will perform my ART procedures at the Applicant Facility. I anticipate 117 ART procedures annually at the new facility. The Applicant Facility exclusively provides ART, and no other surgical interventions. As the intention in using the Applicant Facility was to centralize patient care, close the Evanston facility and be able to offer care to a greater number of patients in a new facility, I project that the patient volume will continue to come from the same geographic service area that currently provides my patient base. This continuation of care will not impose a negative impact on any surrounding facility.

In addition, I have referred patients to my colleagues to perform at Good Samaritan Hospital, 3815 South Highland Ave and Oak Brook Surgical Center, 2425 W. 22<sup>nd</sup> Street, Oak Brook, IL, 60523, for other surgical interventions. These referrals will not cease as the Applicant Facility cannot provide for the types of other surgical cases I perform for my patients. In fact, referrals to the two named facilities may increase, as the patient volume for ART increases due to our new IVF center.

The information in this letter is true and correct to the best of my knowledge.

Sincerely,

Carolyn B. Coulam, MD

Attachment – 27(c)

[Date]

[Addressee]

Re: The Establishment of a Limited Specialty  
Ambulatory Surgical Treatment Center

Dear \_\_\_\_\_:

Oak Brook Fertility, Inc., (Operator) d/b/a The IVF Surgery Center at RMI will soon file a Certificate of Need application with the Illinois Health Facilities and Services Review Board, seeking approval for the development of a single specialty ASTC to perform obstetrics/gynecologic procedures as they relate to reproductive endocrinology and infertility.

THE IVF Surgery Center at RMI will have a single surgery suite adjacent and connected to an IVF lab to be located at 2425 West 22<sup>nd</sup> Street, Suite 102, Oak Brook, IL, and will be comprised of approximately 5,100 gross square feet.

It is projected during its first twelve months of operation, up to xxx hours of surgery will be performed in the facility.

Consistent with the provisions of Section 1110.1540e of the Health Facilities Planning Act, your comments related to this project's impact on your facility, including the manner in which you estimated potential impact, would be appreciated. Should you elect to respond to this request, your response will be forwarded directly to the Illinois Health Facilities Planning Board.

Sincerely,

Nasiruddin Rana, MD, MPH  
Medical Director  
The IVF Surgery Center at RMI

Attachment - 27(d)

Charges

Ultrasound-guided transvaginal oocyte retrieval	\$11,000.00
Ultrasound-guided intrauterine embryo transfer	\$10,000.00
Ultrasound-guided transvaginal ovarian cyst aspiration	\$11,000.00
Ultrasound-guided transvaginal posterior cul-de-sac aspiration	\$11,000.00



## Reproductive Medicine Institute

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ELENA TRUKHACHEVA, MD

Attachment – 27(e)

September 1, 2011

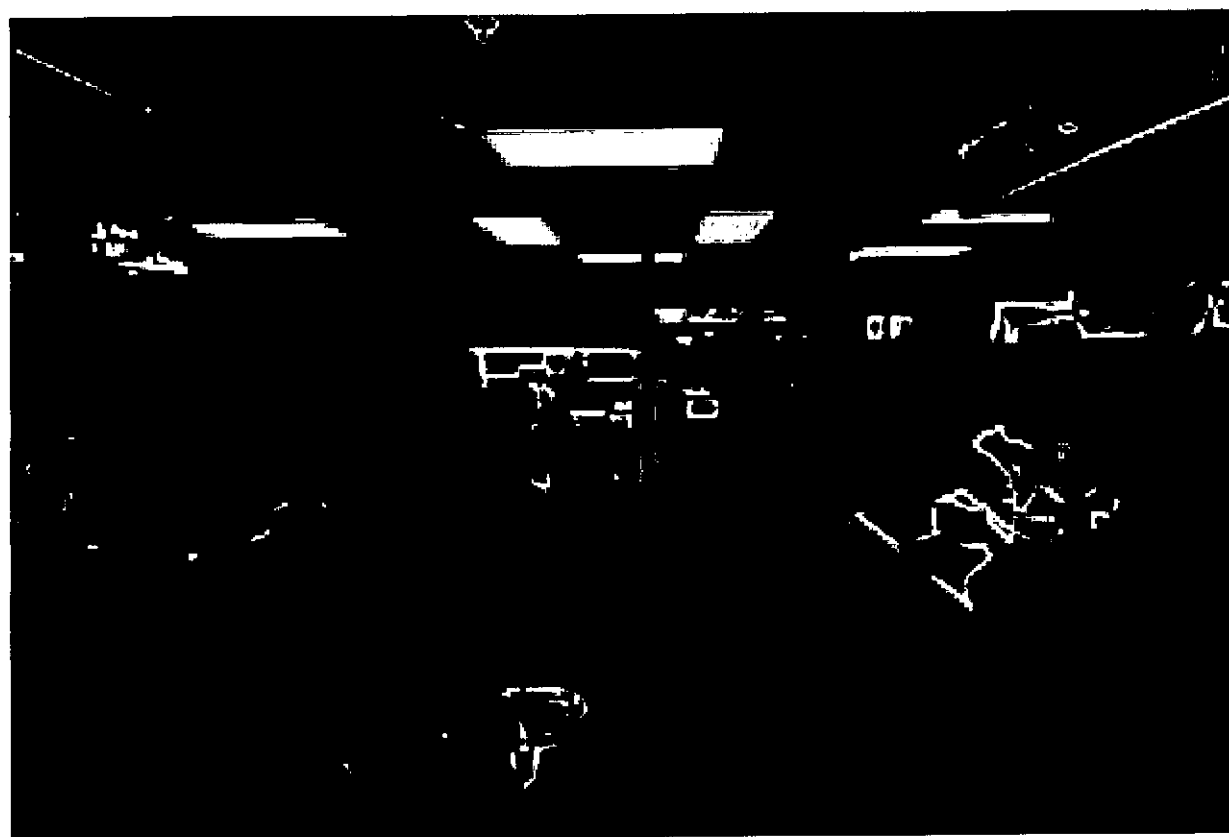
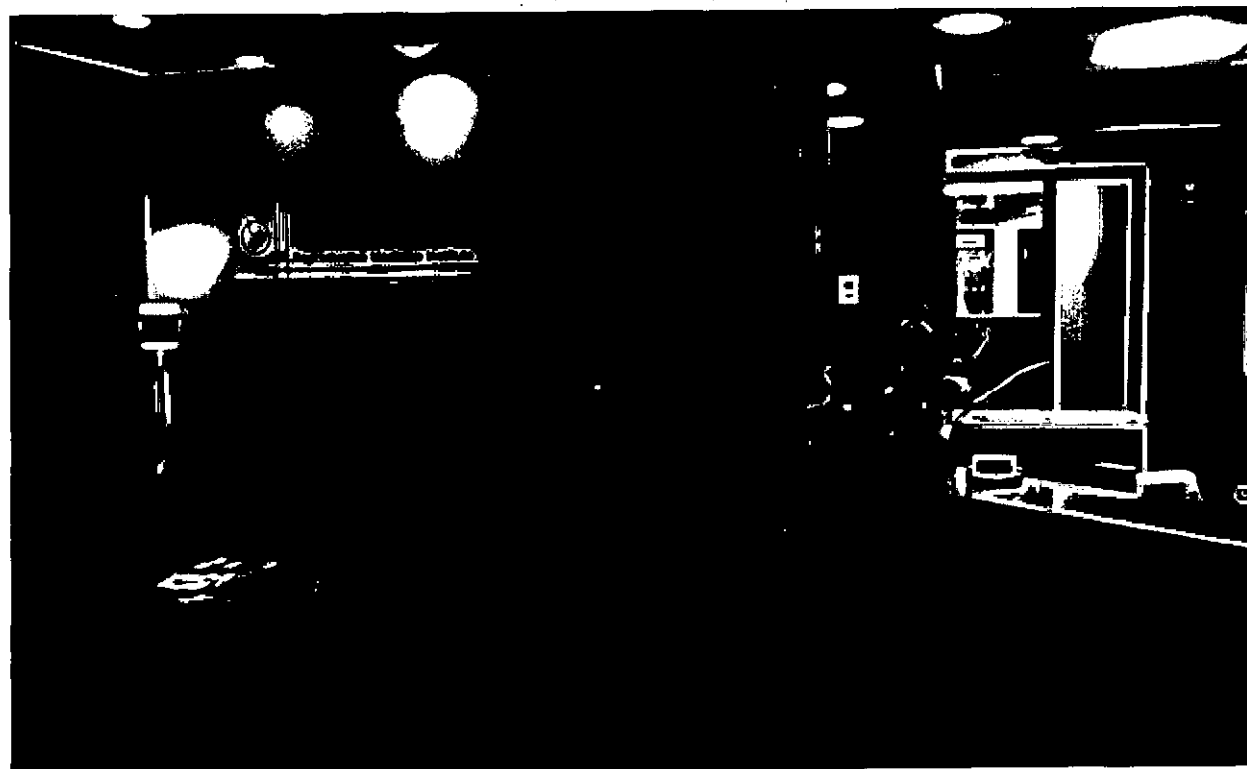
To Whom It May Concern:

In my capacity as President of the IVF Surgery Center at RMI, 2425 W. 22<sup>nd</sup> Street, Suite 102, Oak Brook, Illinois, 60523, I commit to maintain the charges for proposed services that have been submitted in this application for permit (Document 27(d)) for the first two years of operation.

Sincerely,

W. Paul Dmowski, MD, PhD  
President

The IVF Surgery Center at RMI



The IVF Surgery Center at RMI



ATTACHMENT – 42

Economic Feasibility

The IVF Surgery Center at RMI is a completed project with a construction cost of \$577,461.17. All construction agreements have been fully performed and paid. No further funding is needed or expected in the licensure process.

ATTACHMENT – 43

Safety Net

The IVF Surgery Center at RMI will have no impact on the safety net services in the community, as the services to be provided are not covered by Medicaid and subject to the safety net.



ATTACHMENT – 44

Charity Care Information

The IVF Surgery Center at RMI is not required to provide charity care under any of its applicable regulations or contracts. However, the physicians using the Center are extremely conscious of providing care for those with reduced financial resources. Currently, on an individual needs assessment basis, the physicians have reduced their charges for ART services, and enlisted pharmaceutical companies to donate medications for patients. This practice will continue.