

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT*original*
12-105
RECEIVED

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

DEC 31 2012

This Section must be completed for all projects.

HEALTH FACILITIES &
SERVICES REVIEW BOARD

Facility/Project Identification

Facility Name: Metroeast Endoscopic Surgery Center		
Street Address: 5023 North Illinois Street		
City and Zip Code: Fairview Heights, Illinois 62208		
County: St. Clair	Health Service Area: 11	Health Planning Area:

Applicant /Co-Applicant Identification

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

Exact Legal Name: Metroeast Endoscopic Surgery Center, LLC
Address: 5023 North Illinois Street, Ste. 3, Fairview Heights, IL 62208
Name of Registered Agent: Shakeel Ahmed
Name of Chief Executive Officer: Shakeel Ahmed
CEO Address: 5023 North Illinois Street, Ste. 3, Fairview Heights, IL 62208
Telephone Number: 618-239-0678

Type of Ownership of Applicant/Co-Applicant

☐ Non-profit Corporation	☐ Partnership
☐ For-profit Corporation	☐ Governmental
☒ Limited Liability Company	☐ Sole Proprietorship
☐ Other	

- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- 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: Kara M. Friedman
Title: Attorney
Company Name: Polsinelli Shughart PC
Address: 161 North Clark Street, Suite 4200, Chicago, Illinois 60601
Telephone Number: 312-873-3639
E-mail Address: kfriedman@polsinelli.com
Fax Number:

Additional Contact

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

Name: Tina Lippert
Title: Endoscopy Manager
Company Name: Metroeast Endoscopic Surgery Center, LLC
Address: 5023 North Illinois, Suite 1, Fairview Heights IL, 62208
Telephone Number: 618-239-0678
E-mail Address: tlippert@gutmd.com
Fax Number:

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: Tina Lippert
Title: Endoscopy Manager
Company Name: Metroeast Endoscopic Surgery Center, LLC
Address: 5023 North Illinois, Suite 1, Fairview Heights IL, 62208
Telephone Number: 618-239-0678
E-mail Address: tlippert@gutmd.com
Fax Number:

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Ahmed Investments, LLC
Address of Site Owner: 5023 North Illinois Street, Fairview Heights, Illinois 62208
Street Address or Legal Description of Site: 5023 North Illinois Street, Fairview Heights, Illinois 62208
Lot 4 of FINAL PLAT FOR FAIRVIEW COMMONS – 1ST ADDITION, part of the Southeast Quarter of Section 33 Township 2 North, Range 8 West of the Third Principal Meridian in the City of Fairview Heights, St. Clair County, Illinois in Book of Plats "103" on Page 1 and/or Document No. A01763064. 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: Metroeast Endoscopic Surgery Center, LLC			
Address: 5023 North Illinois Street, Fairview Heights, Illinois 62208			
☐	Non-profit Corporation	☐	Partnership
☐	For-profit Corporation	☐	Governmental
☒	Limited Liability Company	☐	Sole Proprietorship
		☐	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 or 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.

Metroeast Endoscopic Surgery Center, LLC, (the "Applicant") seeks authority from the Illinois Health Facilities and Services Review Board to establish a limited-specialty ASTC with 1 procedure room in a medical building located at 5023 North Illinois Street, Fairview Heights, Illinois 62208 (the "ASTC"). The ASTC will consist of 2,634 gross square feet of clinical space.

This project is classified as a substantive project because it proposes to establish a new health care facility.

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.

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts			
Contingencies			
Architectural/Engineering Fees			
Consulting and Other Fees	\$50,000		\$50,000
Movable or Other Equipment (not in construction contracts)	\$61,352		\$61,352
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment	\$1,002,290		\$1,002,290
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS			
SOURCE OF FUNDS			
Cash and Securities*	\$111,352		\$111,352
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)	\$1,002,290		\$1,002,290
Governmental Appropriations			
Grants			
Other Funds and Sources (NBV of Existing Equipment)			
TOTAL SOURCES OF FUNDS	\$1,113,642		\$1,113,642
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

* Cash and Securities includes tenant improvement allowance of \$685,395 (\$357,975 – Clinical and \$327,420 – Non-Clinical)

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:

Land acquisition is related to project ☐ Yes ☒ No
Purchase Price: \$ _____
Fair Market Value: \$ _____

The project involves the establishment of a new facility or a new category of service

☒ Yes ☐ No

If yes, provide the dollar amount of all **non-capitalized** 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.

Estimated start-up costs and operating deficit cost is \$100,000.

Project Status and Completion Schedules

Indicate the stage of the project's architectural drawings:

☐ None or not applicable ☒ Preliminary
☐ Schematics ☐ Final Working

Anticipated project completion date (refer to Part 1130.140): December 31, 2014

Indicate the following with respect to project expenditures or to obligation (refer to Part 1130.140):

- ☐ Purchase orders, leases or contracts pertaining to the project have been executed.
☐ Project obligation is contingent upon permit issuance. Provide a copy of the contingent "certification of obligation" document, highlighting any language related to CON Contingencies
☒ Project obligation will occur after permit issuance.

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

State Agency Submittals

Are the following submittals up to date as applicable:

- ☐ Cancer Registry **NOT APPLICABLE**
☐ APORS **NOT APPLICABLE**
☒ All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
☒ All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.

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
REVIEWABLE							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
NON REVIEWABLE							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
TOTAL							

APPEND DOCUMENTATION AS ATTACHMENT-9 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Facility Bed Capacity and Utilization NOT APPLICABLE

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**.

FACILITY NAME:		CITY:			
REPORTING PERIOD DATES:					
		From:		to:	
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
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)					
TOTALS:					

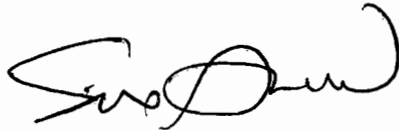
CERTIFICATION

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

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

This Application for Permit is filed on the behalf of Metroeast Endoscopic Surgery Center, LLC *

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

Shakeel Ahmed, M.D.

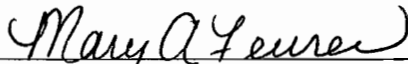
PRINTED NAME

Manager

PRINTED TITLE

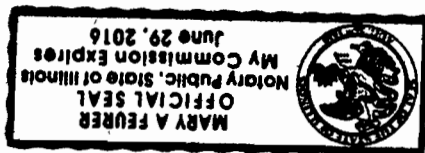
Notarization:

Subscribed and sworn to before me
this 30th day of November 2012



Signature of Notary

Seal



*Insert EXACT legal name of the applicant

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:

Subscribed and sworn to before me
this ____ day of ____

Signature of Notary

Seal

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.

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.

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:

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:

☐ Cardiovascular	☐ Obstetrics/Gynecology	☐ Pain Management
☐ Dermatology	☐ Ophthalmology	☐ Podiatry
☒ Gastroenterology	☐ Oral/Maxillofacial	☐ Thoracic
☐ General/Other	☐ Orthopedic	☐ Otolaryngology
☐ Neurology	☐ Plastic	☐ 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.
- 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:

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

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

Read the criterion and provide:

- a. 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.

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:**

\$111,352	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;
\$1,002,289 (Lease FMV)	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.
\$1,113,642	TOTAL FUNDS AVAILABLE

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									
TOTALS									
* 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			
Total			
Charity (cost in dollars)			
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
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.

Section I, Identification, General Information, and Certification
Applicant

The Illinois Certificate of Good Standing for Metroeast Endoscopic Surgery Center, LLC is attached at Attachment – 1. The name and address of the sole member of Metroeast Endoscopic Surgery Center, LLC is listed below.

Name	Address	Ownership Interest
Shakeel Ahmed, M.D.	5023 North Illinois Street, Ste. 3, Fairview Heights, IL 62208	100%



To all to whom these Presents Shall Come, Greeting:

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

METROEAST ENDOSCOPIC SURGERY CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON NOVEMBER 30, 2011, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 1231201498

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 7TH day of NOVEMBER A.D. 2012 .

Jesse White

SECRETARY OF STATE

Attachment - 1

Section I, Identification, General Information, and Certification
Site Ownership

The letter of intent between Ahmed Investments, LLC and Metroeast Endoscopic Surgery Center, LLC to lease the facility is attached at Attachment – 2.

The legal description for the site parcel covered by this project is as follows:

Lot 4 of FINAL PLAT FOR FAIRVIEW COMMONS – 1ST ADDITION, part of the Southeast Quarter of Section 33 Township 2 North, Range 8 West of the Third Principal Meridian in the City of Fairview Heights, St. Clair County, Illinois in Book of Plats “103” on Page 1 and/or Document No. A01763064.

Ahmed Investments, LLC

5023 N. Illinois St.
Fairview Heights, IL 62208
618-239-0678

December 21, 2012

Metroeast Endoscopic Surgery Center, LLC
5023 N. Illinois St.
Fairview Heights, IL 62208

Re: Lease of medical office space

Dear Sirs,

This will serve to confirm the agreement between Metroeast Endoscopic Surgical Center, LLC (the "Lessee") and Ahmed Investments, LLC (the "Lessor") for the lease of certain medical office space located at 5023 North Illinois Street, Fairview Heights, Illinois (the "Premises") from Lessor to Lessee if certain preconditions are met.

This will be a triple net lease. Lessee agrees to lease a portion of the Premises approximating two thousand six hundred and thirty-four (2,634) gross square feet as designated on Exhibit B of Attachment A (the "Lease Space"). The parties agree that the Lessee will base pay rent in the amount of \$12.00 per square foot per year for the use of the Premises. Rent will be paid in monthly installments of \$2,634.00. A copy of the agreed to lease, containing all material terms, has been attached to this letter as Attachment A.

Notwithstanding any other provision herein, the Lease shall be contingent upon Lessee's receipt of the Certificate of Need from the Illinois Department of Health (the "CON") and neither the Term of the Lease nor the accrual of any obligation to pay Rent shall commence until Lessee has obtained a final unappealable CON. In the event that Lessee has not obtained a final unappealable CON on or before August 1, 2013 or is revoked anytime thereafter, Lessee may terminate this Lease by providing Lessor with written notice and the parties hereto shall be released from all liability hereunder.

Ahmed Investments, LLC



By: Shakeel Ahmed, MD
Manager

Metroeast Endoscopic Surgery
Center, LLC



By: Shakeel Ahmed, MD
Manager

Attachment - 2

**LEASE AGREEMENT
(TRIPLE NET)**

THIS LEASE AGREEMENT (the "Lease"), made and entered into effective as of the _____ day of _____, 20____ (the "Effective Date") by and between Ahmed Investments, LLC (the "Lessor") and Metroeast Endoscopic Surgery Center, LLC. (the "Lessee").

WHEREAS, Lessor owns the real property and improvements commonly known as 5023 North Illinois Street, Fairview Heights, Illinois 62208 (the "Premises") situated in St. Clair County, Illinois; evidence of such ownership is attached hereto as Exhibit A, and

WHEREAS, Lessee desires to lease a portion of the Premises from Lessor as further specified herein.

NOW THEREFORE, the parties hereto agree as follows:

1. **Leased Space**. Lessor agrees to lease and Lessee agrees to rent, for Lessee's exclusive use, the portion of the Premises designated on Exhibit B attached hereto, which encompasses approximately two thousand six-hundred and thirty-four (2,634) gross square feet of the Premises (the "Leased Space"). The Leased Space shall be used for the provision of endoscopy services performed by qualified physicians employed by or under contract with the Lessee, and related uses, including but not limited to, operating a licensed Ambulatory Surgical Treatment Center ("ASTC"). Lessee shall maintain all licenses and certifications necessary to conduct such business in the Leased Space.

2. **Term and Termination**. The initial term of this Lease (hereinafter referred to as the "Initial Term") shall begin on the _____ day of _____, 20____ (the "Commencement Date") and be for a period of ten (10) years. Unless otherwise previously terminated in accordance with the terms of this Lease, the term of this Lease may be extended for two additional periods of five (5) years, once on the 10th anniversary of the Commencement Date and again on the 15th anniversary of the Commencement Date (each a "Renewal Term", and together the Initial Term and any Renewal Term(s) shall be collectively referred to herein as the "Term" of this Lease) at the option of the Lessee. Notwithstanding the foregoing, this Lease shall be terminated: (a) without cause by giving the other party thirty (30) days advanced written notice of such termination; (b) in the event of breach of this Lease, upon thirty (30) days written notice to the breaching party following failure of the breaching party to cure such breach for more than thirty (30) days following notice of such breach; or (c) in the event of an exclusion of a party hereto, or its affiliates, from participation in any Federal health care program, as defined under 42 U.S.C. § 1320a-7b(f), the other party shall have the right to immediately terminate this Lease. In the event that there is a change in applicable health care law or related regulation or the interpretation thereof, including Federal and State of Illinois laws and regulations, or the initiation of an enforcement action with respect to any health care law or regulation, any of which affects the continuing legality of this Lease, a party hereto may, by notice to the other party, propose an amendment to conform this Lease to the applicable law(s) and/or regulation(s). If the parties hereto are unable to agree within ninety (90) days upon an amendment, then either party may terminate this Lease by giving ten (10) days advance written notice to the other party, unless a sooner termination is required under applicable law or circumstances.

3. Base Rent. Lessee agrees to pay Lessor base rent for the Leased Space in the amount of two thousand six hundred and thirty-four dollars (\$2,634.00) per month (the "Base Rent"), payable monthly by the fifth (5th) day of each month during the term of this Lease. The calculation of such Rent is set forth hereto on Exhibit C. The parties agree that the Base Rent is consistent with fair market value (for a triple net lease), was negotiated in an arms-length transaction and that the rental value of the Leased Space has not been determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties.

4. Additional Rent and Other Maintenance Expenses. In order that the fixed rent shall be absolutely net to Lessor, Lessee covenants to pay, as additional rent, all real estate taxes (see Paragraph 5), and all other operating expenses, respecting the Leased Space, including the following:

4.1 Generally. Accordingly, Lessee shall pay to or as directed by Lessor the amount of such operating expenses reasonably allocated to or attributable to the Lease Space within ten (10) days after each periodic invoicing or other billing received by Lessee therefore from either the party providing such services or Lessor, as the case may be;

4.2 Public Charges. Lessee shall pay to Lessor, within a reasonable time after written demand therefore by Lessor but before any fine, penalty, interest or cost may be added thereto for nonpayment thereof, all public charges with respect to the Leased Space, including, but not limited to, water and sewer use charges and betterment assessments, as well as real estate taxes (pursuant to Paragraph 5).

4.3 Utilities. Lessee shall pay directly to the proper authorities charged with collection thereof all charges for water, sewer, gas, electricity, telephone, and any other power, utilities, or services used or consumed on the premises; Lessee shall make its own arrangements for such utilities and Lessor shall be under no obligation to furnish any utilities to the Leased Space and shall not be liable for any interruption or failure in the supply of any such utilities to the Leased Space; Lessee agrees to pay for janitorial service and any other maintenance services for or repairs of the Leased Space, all in accordance with the provisions of this Lease (including Paragraph 9).

4.4 Receipts. Lessee shall furnish to Lessor, at Lessor's written request, for Lessor's inspection, within thirty (30) days after the date any amount is payable by Lessee, as provided in Paragraphs 4, 5, 8, 9, and 10, official receipts or other proof satisfactory to Lessor evidencing such payment.

5. Real Property Taxes.

5.1 Payment of Taxes. Within ten (10) days after written demand by Lessor, Lessee shall pay to Lessor the "Real Property Tax", as defined in Paragraph 5.2, applicable to the Leased Space during the term of this Lease. If any such taxes shall cover any period of time prior to or after the expiration of the term hereof, Lessee's share of such taxes shall be equitably prorated to cover only the period of time within the applicable tax fiscal year when this Lease was in effect.

5.2 Definition of "Real Property Tax". As used herein, the term "Real Property Tax" shall include any form of real estate tax or assessment, be it ad valorem, general, special ordinary or extraordinary, and any license fee, commercial rental tax, improvement bond or bonds, levy or tax (other than inheritance, personal income or estate taxes) imposed on or reasonably attributable to the Leased Space by any authority having the direct or indirect power to tax, including any city, state or federal government, or any school, agricultural, sanitary, fire, street, drainage or other improvement district thereof. The term "Real Property Tax" shall also include any tax, fee, levy, assessment or charge (i) in substitution of, partially or totally, any tax, fee, levy assessment or charge hereinabove included within the definition of "Real Property Tax", or (ii) the nature of which was hereinbefore included within the definition of "Real Property Tax", or (iii) which is imposed by reason of this transaction, any modifications or changes hereto or any transfers hereof.

6. Security Deposit.

6.1 Amount. Lessee shall make the following deposit with Lessor upon execution hereof as security for Lessee's faithful performance of Lessee's obligations hereunder: Cash in the amount of \$2,634.00, to be held by Lessor.

6.2 Return of Security Deposit. If Lessee fails to pay rent or other charges due and payable hereunder, or otherwise defaults with respect to any provision of this Lease, then, after 10-days' written notice of the default and failure by Lessee to cure within said 10-day period, Lessor may use, apply or retain all or any portion of said deposit for the payment of any rent, damages or other charge in default. If Lessor so uses or applies all or any portion of said deposit, the Lessee shall, within ten (10) days after written demand therefore deposit cash with Lessor in an amount sufficient to restore said deposit to the full amount hereinabove stated (\$1,260.00). Lessee's failure to do so shall be a material breach of this Lease. Lessor shall be required to keep said deposit separate from its general accounts and in a separate interest-bearing account. At the end of each calendar year any accrued interest shall be paid to Lessee, if not needed to bring account up to full balance. If Lessee performs all of Lessee's obligations hereunder, said deposit, or so much thereof as has not theretofore been applied by Lessor shall be returned, together with any interest accrued on it, to Lessee at the expiration of the term hereof (and once Lessee has vacated the Leased Space). No trust relationship is created herein between Lessor and Lessee with respect to said Security Deposit.

7. Use of Leased Space. Notwithstanding anything in Paragraph 1 to the contrary, the Leased Space shall be used and occupied only for the provision of endoscopy services and related uses. The Leased Space may not be used for any other uses which are not in compliance with zoning restrictions governing the use of the Premises and the Lease Space. Lessor expressly disclaims any/all representations and warranties regarding the lawfulness of Lessee's intended use or occupation of the Leased Space. It is Lessee's responsibility to determine and comply with all applicable covenants, conditions and restrictions and all applicable zoning ordinances or other ordinances, regulations, requirements, stipulations and conditions affecting the use of occupancy of the Leased Space.

7.2 Compliance with Law. Lessee shall, at Lessee's expense, comply promptly with all applicable laws, statutes, ordinances, rules, regulations, orders, covenants, restrictions of record, and requirements in effect during the term or any part of the term hereof, regulating Lessee's operation on and occupancy and use of the Leased Space including but not limited to compliance with all environmental laws. Environmental laws shall mean any and all federal and state laws and regulations that concern the regulation and/or protection of the environment, including the ambient air, ground water, surface water, noise, vibration, asbestos, hazardous materials, and land use, including substrata land. Lessee shall not use or permit the use of the Leased Space, including placing loads on any floor or wall, in a manner for which the premises were not designed, engineered or constructed. Lessee shall not place a load upon any floor or wall exceeding the design engineering criteria, which such floor or wall was designed to carry and/or which are prescribed by any law or regulation in existence during the term of this Lease. Lessee may request in writing Lessor's approval of any or all of Lessee's trade fixtures and equipment for compliance with the design engineering criteria for the Leased Space and Lessor shall reply to Lessee's request within a reasonable period of time. Lessee hereby indemnifies Lessor against liability for any of the above items. Lessee shall not use nor permit the use of the Leased Space in any manner that will create waste or a nuisance.

7.3 Condition of Leased Space. Unless otherwise specifically provided in this Lease, Lessee hereby accepts the Leased Space in its "AS IS" condition including any and all defects, latent or otherwise, existing as of the Lease commencement date or the date that Lessee takes possession of the Leased space, whichever is earlier, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Leased Space, and any covenants or restrictions of record, and accepts this Lease subject thereto and to all matters disclosed thereby and by any exhibits attached hereto. Lessee acknowledges that Lessor has made no representation or warranty as to the present or future suitability of the Leased Space for Lessee's use or the conduct of Lessee's business.

8. Maintenance, Repairs and Alterations.

8.1 Lessee's Obligations. Lessee shall maintain, replace and keep in good order, condition and repair the Leased Space and every part thereof, which is nonstructural (whether or not such portion of the Leased Space requiring repair, or the means of repairing the same are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, or any prior use, the elements or the age of such portion of the Leased Space), including, without limiting the generality of the foregoing, the maintenance and replacement of all plumbing, heating, air conditioning, ventilating, electrical, lighting facilities and equipment within the Leased Space, fixtures, walls (interior and exterior), ceilings, roofs (interior and exterior), windows, doors and plate glass located within the Leased Space, and all landscaping, driveways, parking lots, sidewalks, fences and signs located on the Premises which are reserved for Lessee's use. Lessee shall not be responsible for replacement of any structural part of the building.

8.2 Surrender. On the last day of the Term hereof, or on any sooner termination, Lessee shall surrender the Leased Space to Lessor in the same condition as when received, ordinary wear and tear excepted, clean and free of damage or debris. Lessee shall repair any

damage to the Leased Space and/or the Premises occasioned by the installation or removal of Lessee's trade fixtures, furnishings and equipment. Notwithstanding anything to the contrary otherwise stated in this Lease, Lessee shall leave the power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing, doors and fencing on the Premises which will belong to the Lessor in good operating condition.

8.3 Lessor's Rights. If Lessee fails to perform Lessee's obligation under this Paragraph, or under any other paragraph of this Lease, Lessor may at its option (but shall not be required to) enter upon the Leased Space after ten (10) days prior written notice to Lessee (except in the case of urgency, in which case no notice shall be required), perform such obligation on Lessee's behalf and put the same in good order, condition and repair, and the cost thereof, together with interest thereon (at the prime rate as set and announced by the Wall Street Journal from time to time), shall become due and payable on demand as additional rental to Lessor.

8.4 Lessor's Obligations. It is intended by the parties hereto that Lessor shall have no obligation, in any manner whatsoever, to repair or maintain the Leased Space or any part thereof, or the Premises, or any equipment on the Leased Space, which are nonstructural, or which obligations are intended to be those of the Lessee under Paragraph 9 hereof. Lessee expressly waives the benefit of any statute of law now or hereinafter in effect which would otherwise afford Lessee the right to make repairs at Lessor's expense or to terminate this Lease because of Lessor's failure to keep the Leased Space in good order, condition and repair. Notwithstanding the foregoing, should Lessor receive any warranty or guaranty respecting any material, equipment, or workmanship, and should such warranty or guaranty be applicable to portions of the Leased Space which Lessee is liable to repair and maintain (as required hereunder), Lessor shall, upon Lessee's request, assign and transfer such warranty or guaranty to Lessee for Lessee's use and benefit.

9. Alterations and Additions.

9.1 Leasehold Improvements. The Lessor shall pay for all improvements to the Lease Space incurred in conjunction with and pursuant to any Permit issued by the State of Illinois Health Facilities Planning Board under the Illinois Health Facilities Planning Act 20 ILCS 3960 (the "Funds"). The Lessee shall repay the Lessor the Funds in equal, monthly payments over the duration of the Initial Term as set forth in Paragraph 2. Additionally, the Lessee shall pay to the Lessor interest thereon at the prime rate (on the Effective Date), amortized over the Initial Term. In the event the lease is terminated prior to the expiration of the Initial Term, by either party for any reason, the remaining unpaid Funds and any accrued interest shall become immediately due and payable to the Lessor.

9.2 Alterations, Improvements, Additions and Utility Installations. Notwithstanding any contrary provision of Paragraph 9.1 above, Lessee shall not, without Lessor's prior written consent, which shall be given if reasonable, make any alterations, improvements, additions or Utility Installation in, on or about the Leased Space. Lessee shall make no change or alteration to the exterior of the Leased Space, or to the Premises, without Lessor's prior written consent. As used in this Paragraph 9 and its subparts, the term "Utility Installation" shall mean carpeting,

window covering, air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, plumbing or fencing. Lessor may not require that Lessee remove any or all of said alterations, improvements, additions or Utility Installations at the expiration of the term. Lessor may require Lessee to provide Lessor, at Lessee's sole cost and expense, a lien and completion bond in an amount equal to one and one-half times the estimated cost of such improvements, to insure Lessor against any liability for mechanic's and material men's liens and to insure completion of the work. Lessor may impose reasonable conditions from time to time with respect to the improvements to which Lessor may consent, including without limitation, compliance with all laws, including environmental laws, regulations, ordinances and requirements of governments or governmental agencies, and the time and manner in which such work shall be accomplished. Should Lessee make any alterations, improvements, additions or Utility Installation without the prior approval of Lessor, Lessor may require that Lessee remove any or all of the same.

9.3 Consent of Lessor. Any alteration, improvement, addition, or Utility Installation in or about the Premises that Lessee shall desire to make and which requires the consent of the Lessor shall be presented to Lessor in written form, with proposed detailed plans, and Lessor shall respond to Lessee on the matter within fifteen (15) days after Lessor's receipt of the plans and specifications and other information requested by Lessor in order to make an informed decision. If Lessor shall give its consent, the consent shall be deemed conditioned upon Lessee acquiring applicable permit(s) to do so from appropriate governmental agencies, the furnishing of a copy thereof to Lessor prior to the Commencement of the work and the compliance by Lessee with all conditions of said permit in a prompt and expeditious manner, and compliance by Lessee with all laws, rules, regulations, recommendations and/or applicable requirements of any government or governmental agency.

9.4 Payment. Lessee shall pay, when due, all claims for labor, professional services and materials furnished, or alleged to have been furnished to or for Lessee at (or for use in) the Premises, which claims are or may be secured by any mechanic's or material men's lien against the Premises or any interest therein. Lessee shall give Lessor not less than ten (10) days' notice prior to the commencement of any work in the Leased Space, and Lessor shall have the right to post notices of non-responsibility in or on the Leased Space as provided by law. If Lessee shall, in good faith, contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend itself and Lessor against same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof against the Lessor or the Leased Space, upon the condition that if Lessor shall require, Lessee shall furnish to Lessor a surety bond satisfactory to Lessor in an amount sufficient to cover Lessor against liability on account of such contested lien, claim or demand, and indemnifying Lessor against liability for the same, and holding the Leased Space and the Premises free from the effect of such lien or claim. In addition, Lessor may require Lessee to pay Lessor's attorney fees and costs incurred on account of participation in such action, if Lessor determines in its discretion to do so and does so.

9.5 All Alterations, Improvements, Additions, and Utility Installations Shall Become Property of the Lessor. Unless Lessor requires their removal, as set forth in Paragraph 9.2, all alterations, improvements, additions, and Utility Installations (unless such Utility Installations constitute trade fixtures of Lessee), which may be made on the Leased Space, shall become the

property of Lessor and remain upon and be surrendered with the Leased Space at the expiration of the term. Notwithstanding the foregoing provision, Lessee's furniture, machinery and equipment shall remain the property of Lessee and may be removed by Lessee subject to the provisions of Paragraph 8.2.

10. Insurance Indemnity. It is understood and agreed that Lessee shall be obliged to pay for insurance coverage, including property casualty and public liability insurance, with respect to the Leased Space, as specified in Paragraph 4.1 above. In case such insurance coverage is deemed inadequate by Lessor at any time in its reasonable discretion, Lessee shall be obliged to provide insurance coverage pursuant to the following Paragraphs 10.1 through 10.4.

10.1 Liability Insurance. Lessee shall, at Lessee's expense, obtain and keep in force during the term of this Lease and during Lessee's occupancy of the Leased Space a policy of comprehensive general liability insurance with at least \$1,000,000 combined single limit for bodily injury (including death and property damage), covering the Leased Space, and Lessee's use and occupancy thereof against all claims on account of bodily injury or death and property damage occurring upon, in or about such areas or in connection with the ownership, maintenance, use and/or occupancy of such areas. Lessor, and, at Lessor's option, any mortgagee of Lessor, shall be named as insured or as an additional insured under the policy. The limits of said insurance shall not, however, limit the liability of Lessee hereunder.

10.2 Property Casualty Insurance. Lessee shall obtain and keep in force during the term of this Lease a policy or policies of insurance covering loss or damage to the Leased Space in the amount of the full replacement value thereof, as the same may exist from time to time, but in no event less than the total amount required by lenders having liens on the Leased Space, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief and flood (in the event same is required by a lender having a lien on the). Lessor shall be named as insured (or an additional insured) on the policy. Said insurance shall provide for payment of loss thereunder to Lessor or to the holders of mortgages or deeds of trust on the Premises.

10.3 Insurance Policies. Insurance required hereunder shall be in companies holding a "General Policyholders Rating" of at least B-plus, or such other rating as may be required by a lender having a lien on the Premises, as set forth in the most current issue of "Best's Insurance Guide". Lessee shall provide to Lessor copies of insurance certificates naming the insured parties and evidencing the existence and the amounts of the insurance required in this Paragraph 10, promptly upon execution of this Lease. No such policy shall be cancelable or subject to reduction of coverage or other modification except after thirty (30) days prior written notice to Lessor. Lessee shall, at least thirty (30) days prior to the expiration of such policies, furnish Lessor and any mortgagee of Lessor named as an insured with renewals certificates, or Lessor may, but shall not be obligated to, order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee upon demand. Lessee shall not do or permit to be done anything which shall invalidate the insurance policies referred to in this section 10. If Lessee does or permits to be done anything which shall increase the costs of the insurance policies referred to in Paragraph 10, then Lessee shall forthwith upon Lessor's demand pay such additional cost, or

reimburse Lessor for any additional premium payable by it which is attributable to any act or omission or operation or Lessee causing such increase in the cost of insurance.

10.4 Waiver of Subrogation. Lessee and Lessor each hereby release and relieve the other, and waive their entire right of recovery against the other for loss or damage arising out of or incident to the perils insured against under Paragraph 10.2, which perils occur in, on or about the Premises, whether due to the negligence of Lessor or Lessee or their agents, employees contractors and/or invitees but only to the extent that insurance policies then in effect permit such waiver and only to the extent of the coverage provided by such insurance policies. Lessee and Lessor shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

10.5 Indemnity. Lessee shall indemnify and hold harmless Lessor from and against any and all claims arising from Lessee's (or Lessee's agents', servants', employees' or contractors') use or occupancy of the Leased Space, or from the conduct of Lessee's business or from any activity, work or things done, permitted or suffered by Lessee (or Lessee's agent, servants, employees or contractors) in or about the Leased Space and shall further indemnify and hold harmless Lessor from and against any and all claims arising from any breach or default in the performance of any obligation on Lessee's part to be performed under the terms of this Lease, or arising from any negligence of the Lessee, or any of Lessee's agents, contractors or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon; and in case any action or proceeding brought against Lessor by reason of such claim, Lessee (upon notice from Lessor) shall defend the same at Lessee's expense, by counsel satisfactory to Lessor. For valuable, sufficient consideration, Lessee, hereby assumes all risk of damage to property or injury to persons in, upon or about the Leased Space arising from any cause (except Lessor's negligence), and Lessee hereby waives all claims with respect thereto against Lessor. Lessee shall indemnify and hold harmless Lessor from and against any and all liability, claims or actions for injury, liability, or damage to persons or property, and any and all claims or actions brought by any person, firm, governmental body, or other entity, including reasonable legal fees and expenses, alleging or resulting from or arising from or in connection with contamination of or adverse affects on the Leased Space, the environment, or any violation of any Environmental Law or other statute, ordinance, rule, regulation, judgment or order of any governmental or judicial entity, and from and against any damages, liabilities, costs, and penalties assessed as a result of any activity or operation on the Leased Space during the term of this Lease. Lessee's obligations or liabilities under this Paragraph shall survive the term(s) of this Lease, termination of this Lease or termination of Lessee's occupancy of the Premises.

11. Access. During the Term of this Lease, the Lessee shall have the right to exclusive use of the Leased Space during the Term of this Agreement. During the Term of this Agreement, the Leased Space shall be used exclusively by the Lessee for purposes set forth in Section I hereto. If necessary, Lessee shall furnish and provide Lessor with access to the Leased Space; provided, however, that Lessor provides reasonable prior notice that access to the Leased Space is required.

12. Non-Exclusion. The parties hereto both acknowledge and affirm that such party, nor any of its affiliates: (i) are excluded from participation in any Federal health care program, as defined under 42 U.S.C. §1320a-7b(f), for the provision of items or services for which payment may be made under such Federal health care program; or (ii) have arranged or contracted (by employment or otherwise) with any employee, contractor or agent that the other party, or its affiliates, know or should know are excluded from participation in any Federal health care program.

13. Relationship of Parties. Lessee and Lessor shall remain separate and independent entities. None of the provisions of this Lease are intended to create, nor shall be deemed or construed to create, any relationship between or among the parties other than that of independent contractors.

14. Indemnification and Hold Harmless. A party hereto shall indemnify and hold harmless the other party, its respective affiliates and subsidiaries, and the respective agents, employees, officers, directors, trustees, members, partners, successors, and assigns of each party and its respective affiliates and subsidiaries from and against any and all claims, demands, causes of action, damages, or penalties arising from the use or occupancy of the Leased Space, or from the conduct of either party's business or from the act or neglect of either party. A party shall not be liable to the other party for any damage or injury caused solely by the gross negligence or intentional acts occurring at the Premises or the Leased Space, and its affiliates and subsidiaries, and the respective agents, employees, officers, directors, trustees, members, partners, successors, and assigns of each party and its respective affiliates and subsidiaries. The provisions of this Section 14 shall survive the expiration or sooner termination of this Lease.

15. Miscellaneous.

15.1 Compliance with Laws. The parties hereto agree to comply with all applicable Federal, State of Illinois and local laws, regulations, ordinances and rules throughout the Term of this Lease.

15.2 No Intent to Induce Referrals. The parties hereto agree that Lessor may be considered a current or potential source of patient referrals to Lessee. To the Lessor's and Lessee's knowledge: (a) the Leased Space does not exceed that which is reasonable and necessary for the legitimate, commercially-reasonable, business purposes of the Lessee in the Leased Space; (b) if applicable, the Lessee's share of taxes, utilities and operating expenses do not exceed Lessee's pro rata share of such expenses for the space based upon the total space anticipated to be used by Lessee; and (c) the Rent: (i) is set in advance, (ii) is consistent with fair market value, (iii) does not take into account the volume or value of any referrals or other business generated between the parties for which payment may be made in whole or in part under Medicare, Medicaid or other Federal health care program, nor do they include any additional charges attributable to the proximity or convenience of Lessor as a potential referral source, and (iv) would be commercially-reasonable even if no referrals were made between Lessee and Lessor or their representative affiliates. Lessor and Lessee hereby acknowledge and agree that it is not a purpose of this Lease or any of the transactions contemplated herein to exert influence in any manner over the reason or judgment of any party with respect to the referral of patients or business of any nature whatsoever. It is the intent of the parties hereto that any

referrals that may be made directly or indirectly by Lessor to Lessee's business, shall be based solely upon the medical judgment and discretion of a patient's physician while acting in the best interests of the patient.

15.3 Medicare Access to Books and Records. In the event, and only in the event, that Section 952 of P.L. 96-499 (42 U.S.C. § 1395x(v)(1)(I)) is applicable to this Lease, Lessor and Lessee agree as follows: (i) until the expiration of four (4) years after the termination of this Lease, Lessor and Lessee shall make available, upon written request by the Secretary of the Federal Department of Health and Human Services or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, this Lease, and books, documents and records of Lessor and Lessee that are necessary to certify the nature and extent of the costs incurred pursuant to this Lease; (ii) if Lessor or Lessee carries out any of the duties of this Lease or other contract between the parties through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary of the Federal Department of Health and Human Services or upon request to the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and books, documents and records of such organization that are necessary to verify the nature and extent of the costs incurred pursuant to such subcontract; and (iii) Lessor and Lessee shall notify the other party immediately of the nature and scope of any request for access to books and records described above and shall provide copies of any books, records or documents to the other party prior to the provision of same to any governmental agent to give such party an opportunity to lawfully oppose such production of documents if such party believes such opposition is warranted. Nothing herein shall be deemed to be a waiver of any applicable privilege (such as attorney-client privilege) by Lessor or Lessee as the case may be.

15.4 Amendment and Severability. This Lease may be amended only by a written agreement signed by all of the parties hereto. If any provision, clause or part of this Lease is held invalid, the remainder of this Lease, clause or part shall not be affected thereby.

15.5 Waiver. The failure of the parties to insist, in any one or more instances, upon performance of any of the terms and conditions of this Lease, shall not be construed as a waiver or relinquishment of any rights granted hereunder or the future performance of any such term, covenant or condition.

15.6 Notices. Any notice to be given hereunder shall be deemed given and sufficient if in writing and delivered or mailed by registered or certified mail to the following addresses:

In the case of Lessor to:

Ahmed Investments, LLC

Attn: _____

In the case of Lessee to:

Metroeast Endoscopic Surgery Center, LLC

Attn: _____

15.7 Benefit. This Lease shall be binding upon and inure to the benefit and burden of and shall be enforceable by Lessor and its successors and assigns and Lessees and their successors and assigns. This Lease may not be assigned by either party without the written consent of the other party.

15.8 No Third-Party Beneficiary. None of the provisions contained in this Lease are intended by the parties, nor shall such provisions be deemed, to confer any benefit on any person or entity not a party to this Lease.

15.9 Entire Agreement. This Lease constitutes the entire agreement among the parties, and supersedes any prior agreements among the parties relating to its subject matter. This Lease shall be governed by and construed in accordance with the internal laws of the State of Illinois.

15.10 Headings. The captions and headings throughout this Lease are for convenience and reference only, and shall in no way be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provision of or to the scope or intent of this Lease or in any way to affect the Lease.

15.11 Counterparts. This Lease may be executed in multiple counterparts. When at least one (1) copy of this Lease has been executed by each party hereto, this Lease shall be in full force and effect, and all of such counterparts shall be read together as a single agreement.

15.12 Contingency. Notwithstanding any other provision herein, this Lease shall be contingent upon Lessee's receipt of the Certificate of Need from the Department of Health (the "CON") and neither the Term of this Lease nor the accrual of any obligation to pay Rent shall commence until Lessee has obtained a final unappealable CON. In the event that Lessee has not obtained a final unappealable CON on or before August 1, 2013 or is revoked anytime thereafter, Lessee may terminate this Lease by providing Lessor with written notice and the parties hereto shall be released from all liability hereunder.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have hereunto set their hands effective the day and year first above written.

Lessor:

AHMED INVESTMENTS, LLC

By: _____

Name: _____

Title: _____

Lessee:

METROEAST ENDOSCOPIC SURGERY
CENTER, LLC

By: _____

Name: _____

Title: _____

Section I, Identification, General Information, and Certification
Operating Entity/Licensee

The Illinois Certificate of Good Standing for Metroeast Endoscopic Surgery Center, LLC is attached at Attachment – 3.



To all to whom these Presents Shall Come, Greeting:

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

METROEAST ENDOSCOPIC SURGERY CENTER, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON NOVEMBER 30, 2011, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



Authentication #: 1231201498

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 7TH
day of NOVEMBER A.D. 2012 .*

Jesse White

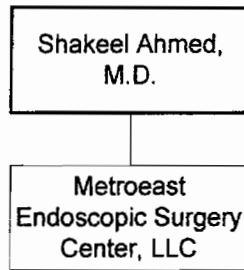
SECRETARY OF STATE

Attachment - 3

Section I, Identification, General Information, and Certification
Organizational Relationships

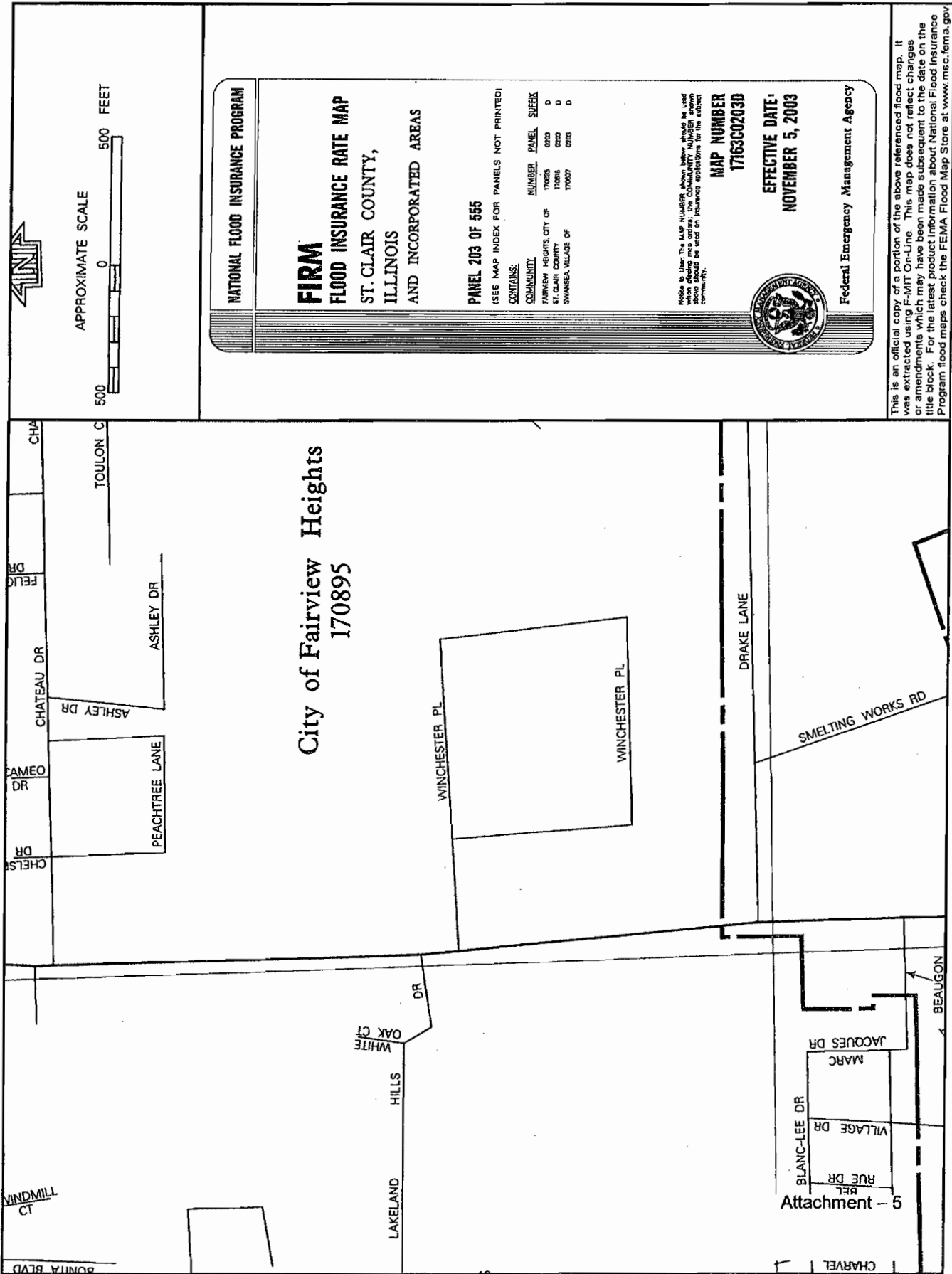
The organizational chart for Metroeast Endoscopic Surgery Center, LLC is attached at Attachment – 4.

**Metroeast Endoscopic
Surgery Center, LLC
Organizational Structure**



Section I, Identification, General Information, and Certification
Flood Plain Requirements

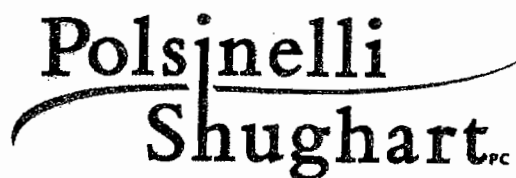
The site of the proposed ASTC complies with the requirements of Illinois Executive Order #2005-5. As shown on the FEMA flood plain map attached at Attachment – 5, the site of the proposed dialysis facility is located outside of a flood plain.



Attachment - 5

Section I, Identification, General Information, and Certification
Historic Resources Preservation Act Requirements

The Applicant submitted a request to the Illinois Historic Preservation Agency for a determination that the proposed project complies with the Historic Resources Preservation Act. A copy of this letter is attached at Attachment – 6.



Joseph T. Van Leer

161 N. Clark Street, Suite 4200
Chicago, IL 60601
(312) 819-1900
Fax: (312) 819-1910
www.polsinelli.com

December 26, 2012

FEDERAL EXPRESS

Ms. Anne Haaker
Deputy State Historic Preservation Officer
Preservation Services Division
Illinois Historic Preservation Agency
1 Old State Capitol Plaza
Springfield, Illinois 62701

Re: Historic Preservation Act Determination – Metroeast Endoscopic Surgery Center

Dear Ms. Haaker:

This office represents Metroeast Endoscopic Surgery Center, LLC ("Requestor"). Pursuant to Section 4 of the Illinois State Agency Historic Resources Preservation Act, Requestor seeks a formal determination from the Illinois Historic Preservation Agency as to whether Requestor's proposed project to establish a limited specialty ambulatory surgical treatment center to be located at 5023 N. Illinois Street, Fairview Heights, Illinois 62208 ("Proposed Project") affects historic resources.

1. Project Description and Address

The Requestor is seeking Certificate of Need approval from the Illinois Health Facilities and Services Review Board to establish a limited specialty ambulatory surgical treatment center in an existing building at 5023 N. Illinois Street, Fairview Heights, Illinois 62208. This project will involve the internal modernization of an existing building. No demolition or physical alteration of the exterior of any existing buildings will occur as a result of the Proposed Project.

2. Topographical or Metropolitan Map

A metropolitan map showing the location of the Proposed Project is attached at Attachment 1.

Chicago | Dallas | Denver | Edwardsville | Jefferson City | Kansas City | Los Angeles | New York
Overland Park | Phoenix | St. Joseph | St. Louis | Springfield | Topeka | Washington, DC | Wilmington

In California, Polsinelli Shughart LLP.

Attachment – 6

December 26, 2012

Page 2

3. Historic Architectural Resources Geographic Information System

A map from the Historic Architectural Resources Geographic Information System is attached at Attachment 2. The property is not listed on the (i) National Register, (ii) within a local historic district, or (iii) within a local landmark.

4. Photographs of Standing Buildings/Structure

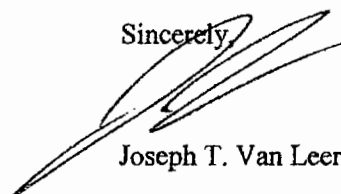
Photographs of the site of the proposed facility are attached at Attachment 3.

5. Addresses for Buildings/Structures

The Proposed Project will be located at 5023 N. Illinois Street, Fairview Heights, Illinois 62208.

Thank you for your time and consideration of our request for Historic Preservation Determination. If you have any questions or need any additional information, please feel free to contact me at 312-873-3665 or jvanleer@polsinelli.com.

Sincerely,



Joseph T. Van Leer

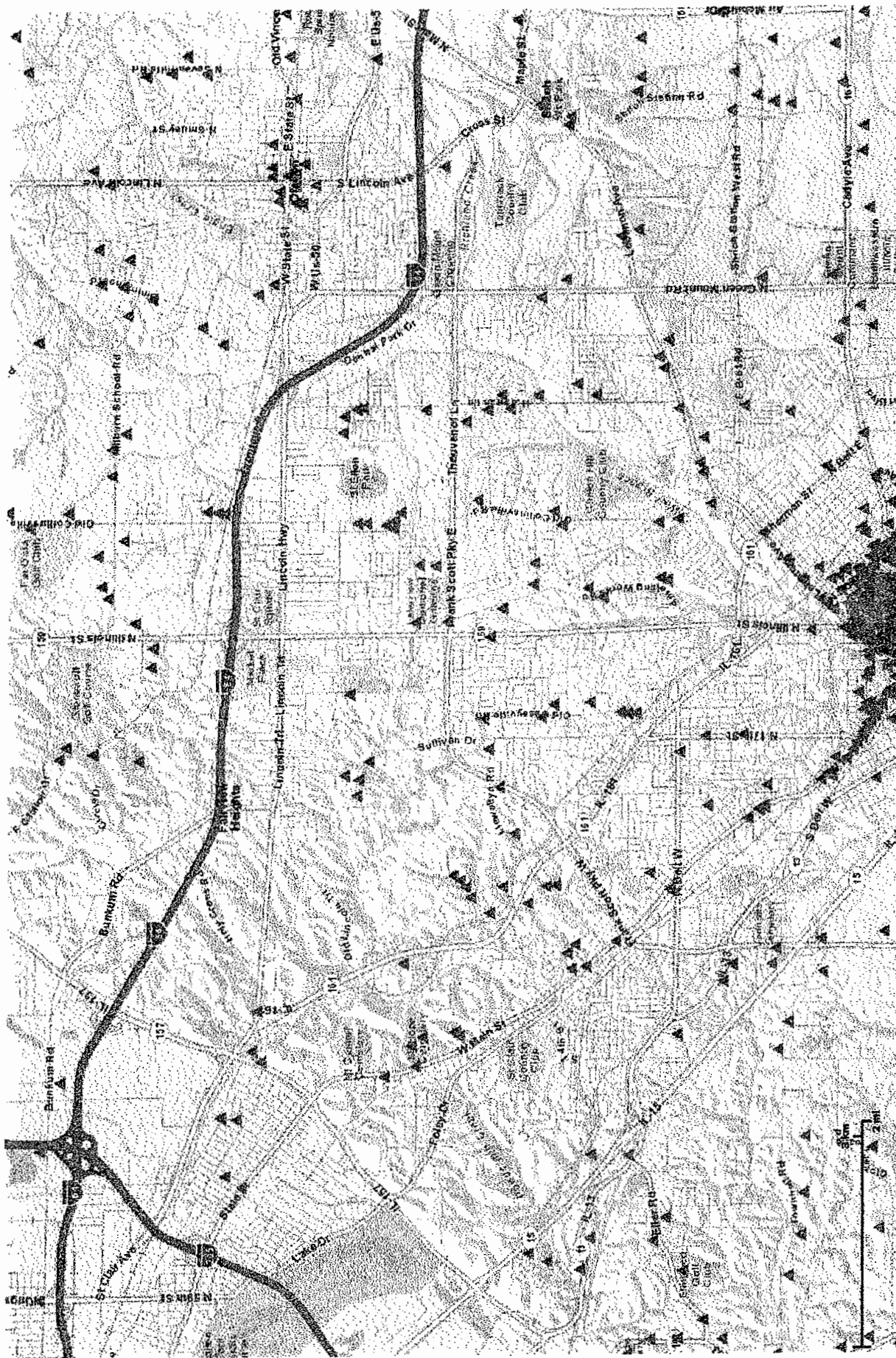
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Enclosure

Metroeast Endoscopic Surgery Center







Section I, Identification, General Information, and Certification
Project Costs and Sources of Funds

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Consulting and Other Fees	\$50,000		\$50,000
Moveable Equipment	\$61,352		\$61,352
Fair Market Value of Leased Space	\$1,002,290		\$1,002,290
TOTAL USES OF FUNDS	\$1,113,642		\$1,113,642

Section I, Identification, General Information, and Certification
Cost Space Requirements

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
ASTC	\$1,113,642		2,634		2,634		
Total Clinical	\$1,113,642		2,634		2,634		
NON REVIEWABLE							
Administration, Waiting Room, Reception, Medical Records							
Total Non-clinical							
TOTAL	\$1,113,642		2,634		2,634		

Section III, Background, Purpose of the Project, and Alternatives – Information Requirements
Criterion 1110.230, Background, Purpose of the Project and Alternatives

Background of the Applicant

1. Applicant does not currently own or operate any health care facilities. Accordingly, this criterion is not applicable.
2. Applicant has not previously owned or operated any health care facilities. Accordingly, this criterion is not applicable.
3. An authorization permitting HFSRB and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted, including, but not limited to: official records of IDPH or other State agencies; and the records of nationally recognized accreditation organizations is attached at Attachment – 11.
4. Applicant has not previously submitted an application for permit during this calendar year. Accordingly, this criterion is not applicable.

Metroeast Endoscopic Surgery Center, LLC
5023 North Illinois Street
Fairview Heights, Illinois 62208
618-239-0678

Dale Galassie
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Chairman Galassie:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 that no adverse action has been taken against any facility owned or operated by Metroeast Endoscopic Surgery Center, LLC during the three years prior to filing this application.

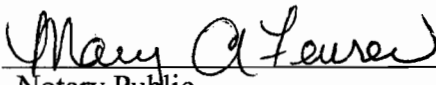
Additionally, pursuant to 77 Ill. Admin. Code § 1110.230(a)(3)(C), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit. I further authorize HFSRB and IDPH to obtain any additional information or documents from other government agencies which HFSRB or IDPH deem pertinent to process this application for permit.

Sincerely,

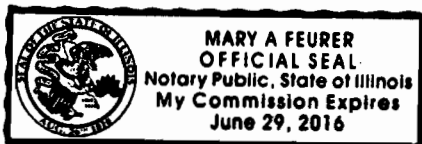


Shakeel Ahmed, M.D.
Sole Member and Manager
Metroeast Endoscopic Surgery Center, LLC

Subscribed and sworn to me
This 30th day of November 2012



Notary Public



Section III, Background, Purpose of the Project, and Alternatives – Information Requirements
Criterion 1110.230, Background, Purpose of the Project and Alternatives

Purpose of the Project

1. The Applicant seeks to convert their existing physician-office based endoscopy practice to an ambulatory surgical treatment center ("ASTC"). The Center for Gastrointestinal Health operates a medical practice providing exclusively gastroenterology care. As part of that practice, one of the ancillary services the medical practice provides is endoscopy services. Due to increased endoscopy volumes and based on an agreement with the Illinois Department of Public Health, the Center for Gastrointestinal Health has determined that it must segregate the endoscopy care that it provides into a separate clinic which is licensed as an ambulatory surgical treatment center ("ASTC"). This is required because IDPH rules place limits on offering ancillary surgical services in a medical practice setting and this application is required in order to conform with the requirements of the Illinois Ambulatory Surgical Treatment Center Act. The proposed ASTC will be a single-specialty ASTC limited to endoscopy services.

One of the core functions of an endoscopy service is to provide colonoscopies, which is the gold standard for colorectal cancer screening. For a colonoscopy, the physician uses a thin, flexible tube with a light and camera attached to examine the lining of the large intestine. The Center for Gastrointestinal Health provides such screening to residents of St. Clair County and its surrounding communities. Unlike other forms of colorectal cancer screening such as fecal blood test, sigmoidoscopy or barium enema, if a colonoscopy reveals a problem, diagnosis and treatment can occur promptly. More than 90 percent of colon cancers start as polyps. The great advantage of a colonoscopy over other testing methods, is that it makes it possible to remove a suspect polyp or cancer immediately. Finding and removing polyps or other areas of abnormal cell growth is one of the most effective ways to prevent colorectal cancer development. Also, colorectal cancer is generally more treatable when it is found early, before it has had a chance to spread. In fact, effective colorectal cancer screening can drastically reduce the number of individuals that are diagnosed with advanced colorectal cancer each year. With timely screening and treatment, advanced stages of the disease can be avoided. In fact, there is a 95% chance for five-year survival in Stage 1 of colorectal cancer compared to only a 3% chance of survival in Stage 4.

The U.S. Preventative Services Task Force (USPSTF) recommends screening for colorectal cancer in adults, beginning at age 50 years and continuing until age 75, and Dr. Ahmed often recommends screening to certain patients up to 85 years of age. Approaches offering visualization of the colon are preferred to indirect methods. In considering the magnitude of benefit from a colorectal cancer screening program, the USPSTF has noted with high certainty that there are substantial benefits to screening asymptomatic adults. Yet screening rates lag behind the target screening rate.

One of the reasons that endoscopy services have increased is because of the payment policies of the Center for Medicare and Medicaid Services which now cover many preventative services including colorectal cancer screening. There are several barriers to effectively screening the population as a whole, despite expanded coverage. Thus, from a public health perspective, there is still a long way to go to reach a more optimal screening rate. Only 25% of Medicare beneficiaries were screened for colorectal cancer between 1998 and 2004. A recent Center for Disease Control report found 58.6 percent of Americans reported being up-to-date on colorectal cancer screening — a rate significantly lower than the Healthy People 2020 target of 70.5 percent. Individuals who do not get CRC screened at all or as often as recommended include low-income individuals, those with a lack of education, and those without health insurance. By implementing a self-pay discount policy for area residents that provides a discount off of charges based on a family's financial condition and by accepting referrals for free care from the local federally-qualified health center, Southern Illinois Health Care Foundation, this proposed ASTC will help to improve access to underserved individuals in the community.

Colorectal cancer is one of the deadliest but most preventable causes of death in the U.S. Colorectal cancer is the third most common type of cancer and the second leading cause of cancer

death in the United States. Current levels of screening in this country lag behind those of other effective cancer screening tests; it has been estimated that attainment of goals for population colorectal cancer screening could save 18,800 lives per year. Colorectal cancer incidence and mortality show health disparities, with a disproportionate burden occurring in certain minority populations, including African Americans and Alaska Natives. In 2008, it is estimated that there were 142,950 new cases of colorectal cancer and 52,857 deaths from colorectal cancer combined in the U.S. Colorectal cancer is the second only to lung cancer as a cause of cancer deaths among American men and women. Studies show that at least 33% of these deaths could be avoided if people 50 and older received regular screening tests. Screening helps reduce such deaths in two ways: by finding precancerous polyps that can be removed before they become cancer and by finding colorectal cancer early, when treatment is most effective. Colonoscopy is the "gold standard" for colorectal cancer screening, and can be completed in more than 95% of examinations with negligible risk and is cost-effective. By offering continuing to offer these services, Metroeast Endoscopic Surgery Center will ensure that St. Clair County and its surrounding community have adequate access to these life-saving services.

Additionally, HOPDs are more costly, less efficient and less convenient than ASTCs. As set forth in the letter from the ASC Advocacy Committee to Secretary Sebelius regarding implementation of a value-based purchasing system for ASTCs, ASTCs are efficient providers of surgical services. See Attachment – 12A. ASTCs provide high quality surgical care, excellent outcomes, and high level of patient satisfaction at a lower cost than HOPDs. Surgical procedures performed in an ASTC are reimbursed at lower rates than HOPDs and result in lower out-of-pocket expenses for patients. Furthermore, patients often report an enhanced experience at ASTCs compared to HOPDs due, in part, to easier access to parking, shorter waiting times, and ease of access into and out of the operating rooms. Finally, surgeons are more efficient due to faster turnover of operating rooms, designated surgical times without risk of delay due to more urgent procedures, and specialized nursing staff. As a result of these efficiencies, more time can be spent with patients thereby improving the quality of care. Given the benefits of ASTCs, this facility will benefit area residents. According to the 2010 U.S. Census, there are over 1.4 million residents in the GSA and only 8 ASTCs, this ASTC will serve a large number of patients. As discussed at Attachment – 27, while Dr. Ahmed will continue to perform those cases which are more clinically appropriate for the hospital setting in the local hospitals, certain anesthesia policies of one hospital has made it very difficult to do procedures in that facility.

2. The Applicant expects the service area of the planned endoscopy center to be identical to the service area of Center for Gastrointestinal Health. A map of that service area is attached at Attachment – 12B. The service area consists of those Illinois areas within 60 minutes normal travel time of Metroeast Endoscopic Surgery Center. Travel times to and from Metroeast Endoscopic Surgery Center to the market area borders are as follows:
 - Northeast: Approximately 60 minutes to East: Approximately 60 minutes normal travel time to Hoffman
 - Southeast: Approximately 60 minutes normal travel time to Sparta
 - South: Approximately 60 minutes normal travel time to Evansville
 - Southwest: Approximately 60 minutes normal travel time to Hillsboro, MO
 - West: Approximately 60 minutes normal travel time to Defiance, MO
 - Northwest: Approximately 60 minutes normal travel time to Jerseyville
 - North: Approximately 60 minutes normal travel time to Gillespie
 - Northeast: Approximately 60 minutes normal travel time to Pleasant Mound
3. This project is needed to ensure the Center for Gastrointestinal Health's compliance with IDPH requirements relating to the scope of care permitted for a gastroenterologist's medical practice and to satisfy the agreement that medical practice has reached with IDPH as well as to improve access to colorectal cancer screening and other gastroenterology procedures to patients residing in St. Clair County and the surrounding area. People and communities are unlikely to follow medically sound

Attachment – 12

advice unless they have a trusting relationship with the provider giving it. Dr. Ahmed develops strong relationships with his patients and believes that they are most comfortable with the continuity of care provided when he is able to meet their colonoscopy and other endoscopy requirements on site at his Fairview Heights location.

4. Sources.

U.S. Preventive Services Task Force, Screening for Colon Cancer, Oct. 2008, available at <http://www.uspreventiveservicestaskforce.org/uspstf/uspcolo.htm>.

Maciosek MV, Solberg LI, Coffield AB, Edwards NM, Goodman MJ. Colorectal Cancer Screening: Health Impact and Cost Effectiveness. *Am J Prev Med.* 2006;31:80-9.

U.S. Multi-Society Task Force on Colorectal Cancer, and the American College of Adenomatous Polyps, 2008: A Joint Guideline from the American Cancer Society, the Screening and Surveillance for the Early Detection of Colorectal Cancer and Radiology, 58 *Cancer Journal for Clinicians* 130-160 (2008), available at <http://caonline.amcancersoc.org/cgi/reprint/58/3/130>.

U.S. Census Bureau, American FactFinder, Fact Sheet, available at http://factfinder.census.gov/home/saff/main.html?_lang=en (last visited Dec. 16, 2012).

5. The goal of this project is to ensure the Center for Gastrointestinal Health does not exceed the scope of the surgical services it is permitted to provide under Section 205.110 of the Ambulatory Surgical Treatment Center Act (77 IAC 204.110) and to increase access to colonoscopy and other endoscopy services in a cost effective, high quality ASTC setting to patients residing in St. Clair County and surrounding areas. This goal includes an intent to serve up to 60 patients a year referred from the Southern Illinois Health Care Foundation, a local Federally Qualified Health Center. In doing so, it will contribute toward the mission of mobilizing providers in the private health care sector for health care progress as set forth in the 2011 Community Health Plan of the St. Clair County Health Care Commission.

August 3, 2010

VIA HAND DELIVERY

Secretary Sebelius
The U.S. Department of Health and Human Services
200 Independence Avenue, S.W.
Washington, D.C. 20201

Re: Report on a Value-Based Purchasing System for Ambulatory Surgical Centers

Dear Secretary Sebelius:

Please accept the following comments regarding the report on a value-based purchasing (VBP) program for ASCs, as outlined in the Patient Protection and Affordable Care Act (PL 111-148, PPACA) §3006(f). These comments are submitted by the ASC Advocacy Committee, a joint effort of the ASC Coalition and the ASC Association, representing all types of ASCs; and the ASC Quality Collaboration, a cooperative effort of organizations and companies interested in ensuring ASC quality data is appropriately developed and reported. Together, these organizations include single- and multi-specialty ASCs; physician-owned ASCs, joint ventures between hospitals and physicians, and joint ventures between physicians and management companies; professional societies; and accrediting bodies. Participating ASCs range from the very small to the very large and are located in all 50 states.

Progress towards a Medicare VBP program for ASCs should be incremental: beginning with building a reliable, voluntary quality reporting infrastructure for ASCs, and then measuring performance within the ASC setting. Indicators of quality should include measures such as efficiency, outcomes, patient experience of care, adherence to evidence-based processes. As the culmination of VBP, CMS should develop and implement comparisons of the quality and costs for outpatient surgery in ASCs and hospital outpatient departments (HOPDs). A VBP system for outpatient surgery in these settings could create competition based on quality and efficiency, drive improvement, recognize the highest quality and most efficient providers, and improve transparency.

Some patients in hospital outpatient departments are not comparable to patients who are treated in ASCs. For example, the current HOPD measures include a hospital's emergency room patients. Designing a VBP for ASCs which enables cross-setting comparisons should focus on patients who can be treated appropriately in both ASCs and HOPDs.

Attachment – 12A

Value-based purchasing includes financial and other incentives

One tool of VBP is public disclosure of data on the quality of care and costs to payers. We strongly support increasing the transparency of Medicare rates, patients' out-of-pocket costs, and quality of surgeries and procedures. Confidential feedback to ASCs from quality measurement systems should be used in the first year of VBP. Data should not be publicly reported while a reliable reporting infrastructure is being created and implemented. Building quality measurement on a solid foundation with a high level of reliability may help increase participation and the value of the data for all stakeholders. The following principles should guide public reporting of the VBP measure set:

- Consumers should be able to directly compare providers of outpatient surgical services.
- ASCs should be given the opportunity to review, validate, and appeal measurements and scores prior to publishing.
- There should be a provider narrative section for each provider-specific item to allow the provider to advise the consumer of any concerns the provider has regarding the reliability or accuracy of the information presented.
- In addition to reporting quality measures, other useful information such as facility accreditation status, state licensure and Medicare certification should be made available.

Many private payers incentivize their enrollees to use higher value services by charging lower co-pays or coinsurance for them. The Medicare program already incorporates this VBP tool: because Medicare payments for the same service are lower in ASCs than HOPDs, the copayments for services provided in ASCs are generally lower than in an HOPD. This differential can function as a value incentive for beneficiaries. For example, a patient needing cataract surgery would be responsible for \$193 if it were performed in the ASC; the patient would owe \$496 if the service were provided in the hospital outpatient department, a difference of 61%. Table 1 below illustrates the payment differentials for some common surgeries and procedures for beneficiaries in 2010. VBP could help to build an awareness of these differences and help the Medicare program leverage the choices of its beneficiaries to increase value.

Table 1. Co-payment savings for Medicare beneficiaries in ASCs for some typical procedures

Comparison of 2010 ASC and HOPD beneficiary copayments				
HCPCS	Description	ASC Copay	HOPD Copay	Difference
66984	Cataract surg w/IOL, 1 stage	\$192.49	\$495.96	61%
43239	Upper GI endoscopy, biopsy	\$73.89	\$143.38	48%
45378	Diagnostic colonoscopy	\$76.05	\$186.06	59%
45380	Colonoscopy and biopsy	\$76.05	\$186.06	59%
45385	Lesion removal colonoscopy	\$76.05	\$186.06	59%
66821	After cataract laser surgery	\$46.81	\$104.31	55%
64483	Inj foramen epidural l/s	\$59.20	\$97.09	39%
66982	Cataract surgery, complex	\$192.49	\$495.96	61%
45384	Lesion remove colonoscopy	\$76.05	\$186.06	59%

29881	Knee arthroscopy	\$209.92	\$403.36	48%
63650	Implant neuroelectrodes	\$699.19	\$885.85	21%
29827	Arthroscop rotator cuff repr	\$327.64	\$804.74	59%

The chief tool of VBP is payment differentials for providers: paying more to high-performing providers and to those who have made significant improvements to the quality of care. Provider payment differentials are key pieces of CMS's Premier Hospital Quality Incentive Demonstration, Home Health Pay for Performance Demonstration, and Nursing Home Value Based Purchasing Demonstration. The ASC industry supports payment differentials in VBP for outpatient surgery.

Another VBP tool is shared savings which allows providers to recoup some of the efficiencies they create through lowering cost and improving quality. This VBP tool is used in the private sector and most recently by CMS in its design of the Home Health Pay for Performance Demonstration and the Medicare Physician Group Practice Demonstration. CMS has allowed high quality agencies and group practices to share the savings generated by decreasing hospital admissions and readmissions, and decreasing skilled nursing facility use and the use of other healthcare resources. We support the shared savings model for later phases of VBP for ASCs.

Medicare's VBP for ASCs should encourage widespread participation through incremental implementation. VBP should begin with voluntary data collection, followed by public disclosure of quality information. Improved transparency regarding Medicare's rates and patient co-payments at ASCs and HOPDs should be supplemented with comparable quality data as it becomes available. CMS should provide patients and physicians with a tool to enable apples-to-apples comparisons of outpatient surgery settings. Payment differentials for providers should be built upon a solid foundation of quality measurement. Shared savings should be the final stage of an incremental VBP implementation.

Rewarding ambulatory surgery centers

A VBP for ASCs should acknowledge the role that the facility plays in providing high quality surgical care to patients. ASCs range in size and scope from small, single-specialty facilities focused on endoscopic procedures to large facilities offering a range of surgical sub-specialties in multiple operating rooms. The ASC VBP program will have the greatest impact when it is implemented incrementally and is designed to reach the full spectrum of ASCs in the industry. The Secretary should consider exemptions for ASCs with very low Medicare volume.

ASCs that attain high quality or make substantial improvements should be rewarded. It is important to acknowledge centers that have already applied evidence-based guidelines in their care, implemented structures of care that enhance quality, ensured patient safety, achieved good outcomes, and provided a valuable patient experience. It is also important to acknowledge that some centers may be continuing to progress toward the highest level of quality. VBP should reward ASCs that achieve a high rank or exceed a national threshold as well as ASCs that close the gap between their past performance and the national threshold.

ASC quality measurement

The VBP system for ASCs should be based on quality measurements which capture many aspects of ASC patient services. These measures include processes, efficiency, outcomes, and patient experience.

Process measures can indicate that the ASC follows guidelines and uses evidence-based practices. The ASC Quality Collaboration has already developed two process measures for ASCs which have been endorsed for outpatient surgery by the National Quality Forum. These capture whether antibiotics given for prevention of surgical site infection were administered on time and the number of patients who have appropriate surgical site hair removal. We support the development of additional process measures which are similarly applicable across a wide range of surgical facilities, such as medication reconciliation.

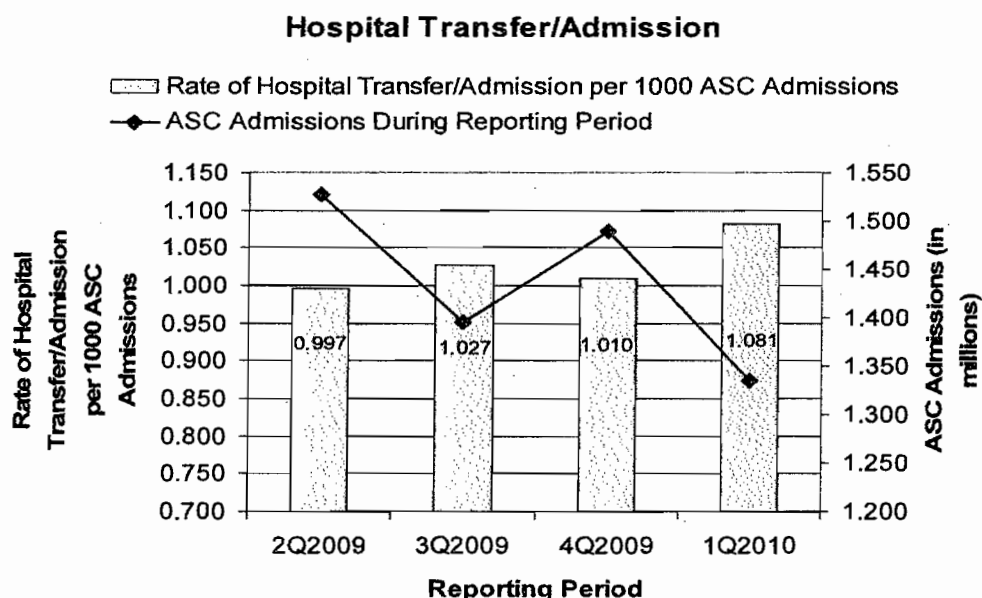
ASCs are efficient providers. Assessing the value of ASCs should include measures of the ways in which ASCs maximize health care resources and provide high quality surgical care and procedures in lean, well-managed facilities.

ASCs achieve excellent outcomes for patients and high levels of patient satisfaction. The ASC Quality Collaboration has already developed four measures of patient outcomes which have been endorsed by the National Quality Forum. These include patient safety indicators—patient burn; patient fall; and wrong site, side, patient, procedure or implant—and hospital transfers. Figure 1 below is an example of the voluntary outcome measure reporting in which many ASCs currently participate. A variety of patient satisfaction surveys are used throughout the industry to capture some aspects of patient experience.

Figure 1. Example of data available through ASC Quality Collaboration voluntary reporting

Data Summary: Hospital Transfer/Admission

Reporting Period	2Q2009	3Q2009	4Q2009	1Q2010
Number of Participating ASCs	1,294	1,177	1,266	1,185
Number of ASC Admissions Represented	1,528,402	1,396,179	1,490,427	1,334,614
Hospital Transfer/Admission Rate per 1000 ASC Admissions	0.997	1.027	1.010	1.081



Both outcome measures and patient experience measurement for ASCs deserve a greater investment by CMS, the Agency for Healthcare Research and Quality, and other entities. A tool such as the Consumer Assessment of Healthcare Providers and Systems (CAHPS) would be a useful way to measure patient experience and satisfaction and would give patients relevant and easy-to-understand information.

Additionally, new research is needed to support the development of measures that enable fair, valid, and reliable comparison for similar patients in ASCs and HOPDs. In some cases, HOPD patients are not comparable to patients treated in ASCs. Designing a VBP for ASCs which enables cross-setting comparisons is an opportunity to improve transparency. Developing sound, useful comparisons across settings will require an investment in understanding the patient populations which can be compared and identifying and measuring factors that influence

outpatient surgical risks for patients. Improvements are also needed in post-surgical surveillance and case finding to support reliable outcome and patient safety measures.

The ASC Quality Collaboration should be included as a critical stakeholder in quality measurement for outpatient surgery. A role for the ASC Quality Collaboration similar to the role of the Hospital Quality Alliance would improve the VBP development process for all stakeholders. The following principles should guide measure development for VBP:

- Measure collection should minimize burden on ASCs and CMS. ASCs should be given more than one way to report quality data. For example, claims-based reporting should be an option, especially in the initial phases of VBP implementation. ASCs should be able to authorize an agent (e.g. a parent company or a registry) to report on their behalf.
- Where possible, measures should enable comparisons between ASCs and HOPDs. Patients who require care that could be provided in either ASCs or HOPDs should be enabled to identify and choose the setting with the best value through VBP.
- New measures must be credible: they must be based on evidence, broadly understood, and collected reliably across the variety of ASCs that serve Medicare beneficiaries.

We welcome opportunities to explore partnerships with agencies that can assist the industry in growing and enhancing the quality measurement tools for outpatient surgery in ASCs and HOPDs. New quality measurement infrastructure will be a key to evolving the most effective VBP and achieving the best value for Medicare and other payers.

Design a funding mechanism which strengthens VBP

Linking a portion of Medicare's payments to quality will be a significant change in Medicare ASC payment policy. To ensure that all Medicare beneficiaries continue to have access to care, VBP incentives should begin as a small portion of total Medicare spending for ASC services.

Funding should progress in increments, consistent with the phases in other aspects of the program. Full updates should be given to all of the ASCs that make the investment of time and resources to participate in the initial phase of pay for reporting and report valid and reliable data to CMS. The Secretary should consider a bonus for the use of health information technology to gather and report quality data, similar to the bonus for physicians' EHR use in Medicare.

The structure of incentive payments linked to performance should recognize that Medicare's payments to ASCs have been under a payment freeze for many years, and in addition, some payments have been dropping due to transition from the previous grouper payment system. The VBP system may lose acceptance if it is applied as a cost-cutting measure.

In the final phase of VBP, the VBP bonuses should be funded through a shared-savings mechanism. ASCs have already saved the Medicare program billions of dollars by providing a lower-priced setting for outpatient surgeries which can be appropriately performed in an ASC rather than an HOPD. VBP can help to demonstrate the quality and value of ASC services and encourage the continued, appropriate migration of services to the lower-priced setting. We

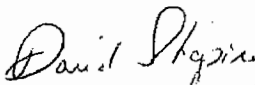
propose that later phases of the VBP for ASCs allow high-quality ASCs to share some of the savings they have produced for the Medicare program. A pool of ASC VBP bonus dollars could be generated from Medicare program's savings on the total amount spent for outpatient surgical services for Medicare beneficiaries that can be supplied in both HOPDs and ASCs. The shared-savings structure aligns the incentives of ASCs and the Medicare program to increase value.

- Building incentives across silos of care was a goal set by the Medicare Payment Advisory Commission in their recommendations for developing VBP.
- Decreasing the growth of Medicare spending on outpatient surgeries by encouraging continued migration to lower-priced settings could generate substantial savings for the Medicare program.
- A shared pool could create competition based on value between settings

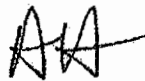
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In summary, the report on value based purchasing required by PL 111-148, §3006(f), should map out a VBP system for ASCs which increases transparency and enables patients and physicians to choose the best surgical setting. We look forward to conversations with CMS as they consider the development of VBP. Thank you for providing this opportunity to comment. We appreciate the dialogue and look forward to continued participation in the development process.

Sincerely,



David Shapiro, M.D.
Chairman
ASC Association



Andrew Hayek
Chairman
ASC Advocacy Committee

[illegible]

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Section III, Background, Purpose of the Project, and Alternatives – Information Requirements
Criterion 1110.230, Background, Purpose of the Project and Alternatives

Alternatives

The Applicant explored three options prior to determining to establish Metroeast Endoscopic Surgery Center. The options considered are as follows:

- Continue to Perform Endoscopies in the Center for Gastrointestinal Health
- Utilize Existing ASTCs and Hospital Outpatient Facilities; and
- Establish an ASTC.

After exploring these options, which are discussed in more detail below, the Applicant decided to establish the Existing ASTC. A review of each of the options considered and the reasons they were rejected follows.

Continue to Perform Endoscopies in the Center for Gastrointestinal Health

As discussed at Attachment – 12, the Center for Gastrointestinal Health operates a medical practice providing exclusively gastroenterology care. As part of that practice, one of the ancillary services the medical practice provides is endoscopy services. Due to increased endoscopy volumes and based on an agreement with the Illinois Department of Public Health, the Center for Gastrointestinal Health has determined that it must segregate the endoscopy care that it provides into a separate clinic which is licensed as an ambulatory surgical treatment center (“ASTC”). This is required because IDPH rules place limits on offering ancillary surgical services in a medical practice setting and this application is required in order to conform with the requirements of the Illinois Ambulatory Surgical Treatment Center Act. The proposed ASTC will be a single-specialty ASTC limited to endoscopy services.

Utilize Existing ASTCs and Hospitals

The Applicant considered utilizing existing ASTCs and Hospitals. This is not a viable option for several reasons. These facilities cannot accommodate the volume of colonoscopies that Dr. Ahmed can perform. As such, he is forced to travel to several facilities using small scheduling blocks, which poses an inconvenience for both he and his patients. By establishing an ASTC in the same building as the Center for Gastrointestinal Health, the Applicant's medical practice, the ASTC will achieve operational efficiencies that cannot be created at other hospitals and ASTCs due to limited scheduling slots and anesthesia services. While Dr. Ahmed intends to continue providing the same level of care at Memorial Hospital, he cannot increase services at this location without access to a dedicated anesthesiologist or certified registered nurse anesthetist. By having dedicated personnel to perform anesthesia, patients can be treated with reduced wait times, and Dr. Ahmed can also consult with patients at the practice in between surgical procedures, which allows for more efficient use of his time. As the gastroenterologist shortage worsens, it is important to ensure the efficient use of existing gastroenterologists in order to also ensure adequate access to CRC screening.

Establish an ASTC

To better serve the needs of the residents of St. Clair County and the surrounding area, the Applicant decided to establish a single-specialty ASTC. The estimated cost of this alternative is \$1,113,642.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234, Project Scope, Utilization, and Unfinished/Shell Space

Size of the Project

The Project proposes to establish an ASTC with one procedure room and 4 recovery stations. Pursuant to Section 1110, Appendix B of the HFSRB's rules, the State standard is 1,660 to 2,200 gross square feet per procedure room and 180 gross square feet per recovery station for a total of 2,380 to 2,920 gross square feet for one procedure room and 4 recovery stations. The gross square footage of clinical space will be 2,634 gross square feet. Accordingly, the size of the ASTC is below the State standard.

Table 1110.234(a) SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
ASTC	2,634	2,380 – 2,920	0	Yes

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234, Project Scope, Utilization, and Unfinished/Shell Space

Project Services Utilization

By the second year after project completion, the ASTC's annual utilization shall meet or exceed HFSRB's utilization standards. Pursuant to Section 1110, Appendix B of the HFSRB's rules, utilization for ambulatory surgical treatment centers is based upon 1,500 hours per operating/procedure room. Based upon historical utilization and projected procedures documented in the physician referral letter attached at Attachment – 15, approximately 2142 procedures will be performed at the ASTC within the first year after project completion. Based upon current experience, the estimated procedure time, including prep and cleanup, is approximately 45 minutes. As a result, 1606 surgical hours are projected for the first year after project completion, which is sufficient to support the need for one procedure room.

Table 1110.234(b) UTILIZATION					
	DEPT / SERVICE	HISTORICAL UTILIZATION (PATIENT DAYS) (TREATMENTS) ETC.	PROJECTED UTILIZATION	STATE STANDARD	MET STANDARD?
YEAR 1	ASTC	N/A	1606 hours	1,500 hours	Yes
YEAR 2	ASTC	N/A	1606 hours	1,500 hours	Yes

CENTER FOR GASTROINTESTINAL HEALTH

Shakeel Ahmed, MD

Interventional Gastroenterologist / Hepatologist - Board Certified
5023 NORTH ILLINOIS STREET
FAIRVIEW HEIGHTS, IL 62208
Office: 618.239.0678 Fax: 618.235.0471 Exchange: 618.398.9450
gutmd.com

Dale Galassie
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Galassie:

I am a gastroenterologist specializing in endoscopy services. I am writing in support of the establishment of a Metroeast Endoscopic Surgery Center in Fairview Heights, Illinois.

Metroeast Endoscopic Surgery Center will provide colorectal cancer screening to residents of St. Claire County and its surrounding communities. Effective colorectal cancer screening can drastically reduce the number of individuals that are diagnosed with advanced colorectal cancer each year. With timely screening and treatment, advanced stages of the disease can be avoided. In fact, there is a 95% chance for five-year survival in Stage 1 of colorectal cancer compared to only a 3% chance of survival in Stage 4. Improved access to these services will directly benefit this community.

During the past twelve months, I referred cases to the following hospitals and clinics. With the establishment of Metroeast Endoscopic Surgery Center, I expect to refer my cases as noted below. Projected patient volume shall come from the proposed geographic service area of the surgery center.

Hospital// Licensed ASTC	Hospital and Licensed ASTC	Projected Referrals to Metroeast Endoscopic Surgery Center after Project Completion
Center for Gastrointestinal Health	2,092	2,092
Memorial Hospital	1,224	50
Total	3,316	2,142

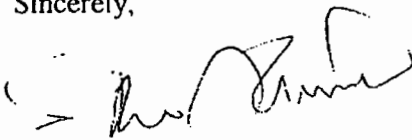
These referrals have not been used to support another pending or approved certificate of need application.

Mr. Dale Galassie
Page 2

The information in this letter is true and correct to the best of my knowledge.

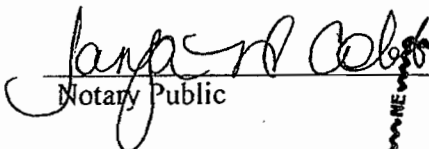
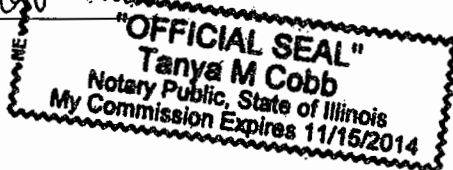
I support the proposed establishment of the Metroeast Endoscopic Surgery Center.

Sincerely,



Shakeel Ahmed, M.D.
Metroeast Endoscopic Surgery Center
5023 North Illinois Street
Fairview Heights, Illinois 62208

Subscribed and sworn to me
This 27 day of December, 2012


Notary Public

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(c), Unfinished or Shell Space

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

Section IV, Project Scope, Utilization, and Unfinished/Shell Space
Criterion 1110.234(d), Assurances

This project will not include unfinished space designed to meet an anticipated future demand for service. Accordingly, this criterion is not applicable.

Section VII, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.1540(b), Target Population

- a. Attached as Attachment – 27A is a map outlining Metroeast Endoscopic Surgery Center's intended geographic service area ("GSA"). The GSA consists of those Illinois areas within 60 minutes normal travel time of Metroeast Endoscopic Surgery Center, or approximately 37 miles.
- b. As set forth in Criterion 1110.230, Metroeast Endoscopic Surgery Center currently serves the area within 60 minutes travel time of the facility. The estimated population is provided in Table 1110.1540(b) below.

Table 1110.1540(b)		
Zip Code	City	Population
62295	VALMEYER	1599
62298	WATERLOO	16609
62236	COLUMBIA	12562
62240	EAST CARONDELET	1966
62239	DUPO	4954
62260	MILLSTADT	7290
62285	SMITHTON	4484
62206	EAST SAINT LOUIS	16509
62059	LOVEJOY	746
62090	VENICE	1189
62207	EAST SAINT LOUIS	8750
62205	EAST SAINT LOUIS	9329
62201	EAST SAINT LOUIS	7547
62204	EAST SAINT LOUIS	7960
62223	BELLEVILLE	17560
62226	BELLEVILLE	29744
62203	EAST SAINT LOUIS	8209
62208	FAIRVIEW HEIGHTS	17376
62232	CASEYVILLE	7260
62035	GODFREY	16494
62060	MADISON	4847
62040	GRANITE CITY	43735
62048	HARTFORD	1459
62087	SOUTH ROXANA	2087
62084	ROXANA	1606
62002	ALTON	32704
62095	WOOD RIVER	11237
62024	EAST ALTON	9775
62018	COTTAGE HILLS	3604
62010	BETHALTO	11186
62067	MORO	2401
62278	RED BUD	6690
62248	HECKER	320
62264	NEW ATHENS	3338

62257	MARISSA	3214
62255	LENZBURG	1001
62220	BELLEVILLE	20504
62243	FREEBURG	5910
62269	O FALLON	31348
62221	BELLEVILLE	27858
62225	SCOTT AIR FORCE BASE	5381
62282	SAINT LIBORY	471
62258	MASCOUTAH	9199
62289	SUMMERFIELD	350
62254	LEBANON	6089
62266	NEW MEMPHIS	254
62265	NEW BADEN	4353
62293	TRENTON	4748
62214	ADDIEVILLE	1229
62271	OKAWVILLE	2077
62215	ALBERS	1872
62245	GERMANTOWN	1794
62216	AVISTON	2526
62230	BREESE	6194
62218	BARTELSON	1481
62234	COLLINSVILLE	33430
62062	MARYVILLE	7658
62034	GLEN CARBON	13819
62025	EDWARDSVILLE	33748
62294	TROY	14367
62021	DORSEY	936
62046	HAMEL	713
62097	WORDEN	2828
62281	SAINT JACOB	2155
62061	MARINE	1718
62249	HIGHLAND	15971
62001	ALHAMBRA	1752
62058	LIVINGSTON	843
62273	PIERRON	426
62275	POCAHONTAS	3621

Total 604,964

Source: U.S. Census Bureau, Census 2010,
American Factfinder available at
<http://factfinder2.census.gov/faces/tableservices/jsf/pages/productview.xhtml?src=bkmk>
(last visited Feb. 7, 2012).

- c. Pursuant to Section 1110.1540(b) of the HFSRB's rules, the intended GSA can be no less than 30 minutes and no greater than 60 minutes normal travel time from the proposed ASTC. As set forth throughout this application, the intended GSA consists of those areas within 60 minutes normal travel time of Metroeast Endoscopic Surgery Center. Travel times from Metroeast Endoscopic Surgery Center to the GSA borders are as follows:

- East: Approximately 60 minutes normal travel time to Hoffman
- Southeast: Approximately 60 minutes normal travel time to Sparta
- South: Approximately 60 minutes normal travel time to Evansville
- Southwest: Approximately 60 minutes normal travel time to Hillsboro, MO
- West: Approximately 60 minutes normal travel time to Defiance, MO
- Northwest: Approximately 60 minutes normal travel time to Jerseyville
- North: Approximately 60 minutes normal travel time to Gillespie
- Northeast: Approximately 60 minutes normal travel time to Pleasant Mound

Age Group	Percentage (mi)
18-24	~10
25-34	~35
35-44	~25
45-54	~20
55-64	~15
65-74	~10
75-84	~5
85+	~2

Section VII, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.1540(c), Projected Patient Volume

A physician referral letter providing the number of patients referred to health care facilities within the past 12 months and the projected referrals to the ASTC are attached at Attachment – 27B. A summary of the physician referral letter is provided in Table 1110.1540(c) below.

Table 1110.1540(c)		
Hospital / Licensed ASTC	Hospital and Licensed ASTC	Projected Referrals to Metroeast Endoscopic Surgery Center after Project Completion
Center for Gastrointestinal Health	2,092	2,092
Memorial Hospital	1,224	50
Total	3,316	2,142

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During the past twelve months, I referred cases to the following hospitals and clinics. With the establishment of Metroeast Endoscopic Surgery Center, I expect to refer my cases as noted below. Projected patient volume shall come from the proposed geographic service area of the surgery center.

Hospital//Licensed ASTC	Hospital and Licensed ASTC	Projected Referrals to Metroeast Endoscopic Surgery Center after Project Completion
Center for Gastrointestinal Health	2,092	2,092
Memorial Hospital	1,224	50
Total	3,316	2,142

These referrals have not been used to support another pending or approved certificate of need application.

Attachment – 27B

Mr. Dale Galassie
Page 2

The information in this letter is true and correct to the best of my knowledge.

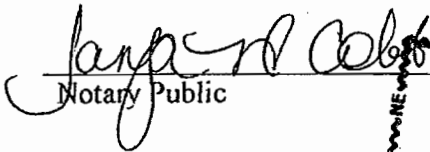
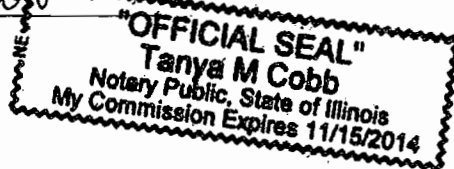
I support the proposed establishment of the Metroeast Endoscopic Surgery Center.

Sincerely,



Shakeel Ahmed, M.D.
Metroeast Endoscopic Surgery Center
5023 North Illinois Street
Fairview Heights, Illinois 62208

Subscribed and sworn to me
This 27 day of December, 2012


Notary Public

Section VII, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.1540(d), Treatment Room Need Assessment

- a. As stated throughout this application, the Applicant proposes to a limited-specialty ASTC with one procedure room.
- b. The Applicant estimates the average length of time per procedure will be 45 minutes. This estimate includes 15 minutes for prep and clean up.

Section VII, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.1540(e), Impact on Other Facilities

- a. A copy of the letter sent to area surgical facilities regarding the Project's impact on their workload is attached at Appendix 1.
- b. The list of the facilities contacted is attached at Appendix 2.
- c. MapQuest printouts with the time and distance to each facility within 60 minutes normal travel time of Metroeast Endoscopic Surgery Center are attached at Appendix 3.
- d. Copies of the registered mail receipts are attached at Appendix 4.

Section VII, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.1540(f), Establishment of New Facilities

As previously discussed in Criterion 1110.230, the Applicant proposes to establish a single-specialty ASTC with one procedure room. By establishing an ASTC in the same building as the Center for Gastrointestinal Health, the Applicant's medical practice, the ASTC will achieve operational efficiencies that cannot be created at other hospitals and ASTCs due to limited scheduling slots and anesthesia services. While Dr. Ahmed intends to continue providing the same level of care at Memorial Hospital, he cannot increase services at this location without access to a dedicated anesthesiologist or certified registered nurse anesthetist. By having dedicated personnel to perform anesthesia, patients can be treated with reduced wait times, and Dr. Ahmed can also consult with patients at the practice in between surgical procedures.

Improved efficiency will result in increased access to much needed endoscopy services in this community. Notably, this community has seen significant growth: Fairview Heights, Swansea, O'Fallon, Mascoutah and Shiloh all grew by 13.6%, 26.9%, 29.10%, 32.2%, and 65.5 from 2000 to 2010.¹ Increased population and screening rates were the basis for a 2009 report by the Lewin Group projects that the U.S. is facing a shortage of at least 1,050 gastroenterologists by 2020. As the gastroenterologist shortage worsens, it is important to ensure the efficient use of existing gastroenterologists in order to also ensure adequate access to CRC screening.

One of the reasons that endoscopy services have increased is because of the payment policies of the Center for Medicare and Medicaid Services which now cover many preventative services including colorectal cancer screening. Despite expanded coverage, a lack of access is one barrier to effectively screening the population as a whole. From a public health perspective, there is still a long way to go to reach a more optimal screening rate. Only 25% of Medicare beneficiaries were screened for colorectal cancer between 1998 and 2004. A recent Center for Disease Control report found 58.6 percent of Americans reported being up-to-date on colorectal cancer screening — a rate significantly lower than the Healthy People 2020 target of 70.5 percent. Individuals who do not get CRC screened at all or as often as recommended include low-income individuals, those with a lack of education and those without health insurance.

Further, HOPDs are more costly, less efficient and less convenient than ASTCs. The ASTC will allow physicians to schedule their surgeries to maximize efficiency. ASTCs provide high quality surgical care, excellent outcomes, and high level of patient satisfaction at a lower cost than HOPDs. Surgical procedures performed in an ASTC are reimbursed at lower rates than HOPDs and result in lower out-of-pocket expenses for patients. Additionally, patients often report an enhanced experience at ASTCs compared to HOPDs due, in part, to easier access to parking, shorter waiting times, and ease of access into and out of the operating rooms. Finally, surgeons are more efficient due to faster turnover of operating rooms, designated surgical times without risk of delay due to more urgent procedures, and specialized nursing staff. As a result of these efficiencies, more time can be spent with patients thereby improving the quality of care.

The Centers for Medicare and Medicaid Services recognizes the importance of colorectal cancer screening, and has even included a specific measure as part of its Shared Savings Program which will reward Accountable Care Organizations that lower growth in health care costs while meeting performance standards on quality of care. As such, the proposed project will not only benefit the community, but could also reduce health care costs through participation in an Accountable Care Organization.

¹ U.S. Census Bureau, American FactFinder, Fact Sheet, available at http://factfinder.census.gov/home/saff/main.html?_lang=en (last visited Dec. 16, 2012).

Lastly, the Center for Gastrointestinal Health operates a medical practice providing exclusively gastroenterology care. As part of that practice, one of the ancillary services the medical practice provides is endoscopy services. Due to increased endoscopy volumes and based on an agreement with the Illinois Department of Public Health, the Center for Gastrointestinal Health has determined that it must segregate the endoscopy care that it provides into a separate clinic which is licensed as an ambulatory surgical treatment center ("ASTC"). This is required because IDPH rules place limits on offering ancillary surgical services in a medical practice setting and this application is required in order to conform with the requirements of the Illinois Ambulatory Surgical Treatment Center Act. The proposed ASTC will be a single-specialty ASTC limited to endoscopy services.

Section VII, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.1540(g), Charge Commitment

- a. A list of the procedures to be performed at Metroeast Endoscopic Surgery Center with the proposed charges is provided in Table 1110.1540(g) below.

Table 1110.1540(g)		
Metroeast Endoscopic Surgery Center Fee Schedule		
43231	EUS	\$600
43231	EUS W FNA	\$700
43235	EGD	\$680
43236	EGD W SUB MUCOSAL INJECTION	\$900
43239	EGD W BX	\$1,000
43240	EGD W DRAINAGE OF PSEUDOCYST	\$600
43241	EUS W NASOBILLIARY DRAIN PLACEMENT	\$850
43242	EUS W FNA (ESOPHAGUS, STOMACH, DUODENUM/JEJUNUM)	\$900
43243	EGD W INJ SCLEROSIS OF ESOPH/GASTRIC VARICIES	\$950
43244	EGD W BAND LIGATION OF ESOPH/GASTRIC VARICIES	\$900
43245	EGD W DILATION OF GASTRIC OUTLET FOR OBSTRUCTION	\$650
43246	EGD WITH PEG TUBE PLACEMENT	\$1,175
43247	EGD WITH FOREIGN BODY REMOVAL	\$800
43248	EGD WITH GUIDE WIRE(SAVORY) DILATION	\$700
43249	EGD WITH BALLOON DILATION	\$775
43251	EGD W SNARE	\$875
43255	EGD WITH CONTROLL OF BLEED, ANY METHOD	\$925
43256	EUS W PLACEMENT OF STENT	\$1,000
43258	EGD, REMOVAL HOT BX, BIPOLAR CAUTERY, SNARE	\$950
43259	EUS (ESOPHAGUS, STOMACH, DUODENUM/JEJUNUM)	\$900
43260	ERCP	\$1,000
43261	ERCP W BX	\$1,150
43262	ERCP W SPHINCTEROTOMY	\$1,550
43263	ERCP W PRESSURE MEASUREMENT OF SOD	\$1,200
43264	ERCP W REMOVAL OF STONES BILI/PANCREATIC DUCTS	\$1,650
43265	ERCP W DESTRUCTION OF STONES, ANY METHOD	\$1,550
43268	ERCP W STENT/TUBE IN BILE/PANCREATIC DUCT	\$1,200
43269	ERCP W REMOVAL FOREIGN BODY/CHANGE OF STENT	\$1,300
43271	ERCP W BALLOON DILATION AMPULLA, BILLIARY, PANCREATIC	\$1,300
43272	ERCP W REMOVAL TUMOR, HOT BX, BIPOLAR, SNARE	\$1,200
43273	ERCP WITH SPYGLASS	\$1,600
43450	MALONEY DILATION OF ESOPHAGUS OR UNGUIDED SOUND	\$500
43499	GOLD FIDUCIAL PLACEMENT	\$500
43753	NASO/ORO TUBE PLACEMENT	\$250
43760	CHANGE OG GASTROSTOMY TUBE	\$600

44360	ENTEROSCOPY	\$600
44361	ENTEROSCOPY WITH BIOPSY	\$670
44363	ENTEROSCOPY WITH REMOVAL OF FOREIGN BODY	\$700
44364	ENTEROSCOPY WITH SNARE REMOVAL OF POLYP	\$875
44365	ENTEROSCOPY WITH HOT BIOPSY REMOVAL OF POLYP	\$900
44366	ENTEROSCOPY WITH CONTROL OF BLEEDING	\$900
44372	ENTEROSCOPY WITH PEJ TUBE PLACEMENT	\$1,000
44373	CONVERSION OF PEG TO PEJ PLACEMENT	\$1,000
44380	ILEOSCOPY THROUGH THE STOMA	\$650
44388	COLONOSCOPY THROUGH STOMA	\$500
44500	INTRODUCTION OF GASTROINTESTINAL TUBE	\$750
44799	ERCP WITH AMPULLECTOMY	\$500
45330	FLEX SIG	\$450
45331	FLEX SIG WITH BIOPSY	\$600
45332	FLEX SIG WITH REMOVAL OF FOREIGN BODY	\$700
45333	FLEX SIG WITH HOT BX	\$800
45334	FLEX SIG WITH CONTROLL OF BLEED	\$900
45335	FLEX SIG WITH SUBMUCOSAL INJECTION	\$700
45337	DECOMPRESSION OF VOLVULUS	\$600
45338	FLEX SIG REMOVAL OF POLYP WITH SNARE	\$750
45339	FLEX SIG WITH TUMOR ABLATION	\$880
45341	RECTAL EUS	\$550
45378	COLONOSCOPY	\$1,000
45379	COLONOSCOPY WITH REMOVAL OF FOREIGN BODY	\$1,300
45380	COLONOSCOPY WITH BIOPSY	\$1,200
45381	COLONOSCOPY WITH SUBMUCOSAL INJECCION	\$1,250
45382	COLONOSCOPY WITH CONTROL OF BLEED	\$1,150
45383	COLONOSCOPY WITH BICAP REMOVAL OF POLYP	\$1,150
45384	COLONOSCOPY WITH HOT BIOPSY	\$1,125
45385	COLONOSCOPY WITH SNARE POLYPECTMY	\$1,150
45386	COLONOSCOPY WITH BALOON DILATION	\$1,000
45387	COLONOSCOPY WITH STENT PLACEMET	\$1,350
45391	RECTAL EUS WITH FNA	\$950
45915	REMOVAL OF FECAL IMPACTION	\$200
45999	PLACEMENT OF RECTAL TUBE	\$350
47000	LIVER BIOPSY	\$700
48001	CYSTOGASTROSTOMY	\$350
49082	PARACENTESIS WITHOUT IMAGING GUIDANCE	\$500
49440	PEG PLACEMENT THROUGH STOMA	\$650
49446	CONVERSION OF GASTRO-J TUBE	\$700
64530	CELIAC PLEXUS BLOCK W/W/O RADIOLOGY MONITORING	\$400
74240	FLURO UPPER GASTROINTESTINAL TRACT	\$300
74330	ENDO CATH BILLIARY AND PANCREATIC DUCTS, RADIO S&I	\$300
74340	FLUROSCOPY	\$330
G0104	SCREENING FLEX SIG	\$300
G0105	SCREENING COLON FOR HIGH RISK	\$1,000
G0121	SCREENING COLON FOR AVERAGE RISK	\$1,000

91110	CAPSULE ENDOSCOPY	\$1,600
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¹ Metroeast Endoscopic Surgery Center anticipates adding additional procedure codes in the future that will cover various specialties.

- b. A letter from Shakeel Ahmed, M.D. for Metroeast Endoscopic Surgery Center, LLC, committing to maintain the above charges for the first two years of operation is attached at Attachment – 27C.

Metroeast Endoscopic Surgery Center, LLC
5023 North Illinois Street
Fairview Heights, Illinois 62208
618-239-0678

Dale Galassie
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Dear Mr. Galassie:

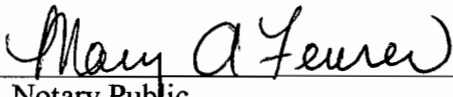
Pursuant to 77 Ill. Admin. Code § 1110.1540(g), I hereby commit that the attached charge schedule will not be increased, at a minimum, for the first two years of operation following the approval to establish a limited-specialty Ambulatory Surgical Treatment Center with 1 operating room unless a permit is first obtained pursuant to 77 Ill. Admin. Code § 1110.310(a).

Sincerely,

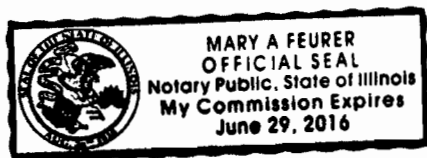


Shakeel Ahmed, M.D.
Sole Member and Manager
Metroeast Endoscopic Surgery Center, LLC

Subscribed and sworn to me
This 30th day of November, 2012



Notary Public



Section VII, Service Specific Review Criteria
Non-Hospital Based Ambulatory Surgery
Criterion 1110.1540(h), Change in Scope of Service

The Applicant proposes to establish an ASTC. Accordingly, this criterion is not applicable.

Section VIII**Criterion 1120.120, Availability of Funds**

The project will be funded entirely with cash and cash equivalents, and a lease from Ahmed Investments, LLC. Attached at Attachment – 42A is a letter from the Applicant attesting that the total estimated project costs and related costs will be funded in cash and cash equivalents.

Section IX

Criterion 1120.130, Financial Viability

The project will be funded entirely with cash and cash equivalents, and a lease from Ahmed Investments, LLC. Attached at Attachment – 42A is a letter from the Applicant attesting that the total estimated project costs and related costs will be funded in cash and cash equivalents.

Section X, Economic Feasibility

Criterion 1120.140(a), Reasonableness of Financing Arrangements

Attached at Attachment – 42A is a letter from the Applicant attesting that the total estimated project costs and related costs will be funded in cash and cash equivalents.

Attachment – 42A

Metroeast Endoscopic Surgery Center, LLC
5023 North Illinois Street
Fairview Heights, Illinois 62208
618-239-0678

Dale Galassie
Chair
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761

Re: Reasonableness of Financing Arrangements

Dear Chairman Galassie:

I hereby certify under penalty of perjury as provided in § 1-109 of the Illinois Code of Civil Procedure, 735 ILCS 5/1-109 and pursuant to 77 Ill. Admin. Code § 1120.140(a) that the total estimated project costs and related costs will be funded in total with cash and cash equivalents.

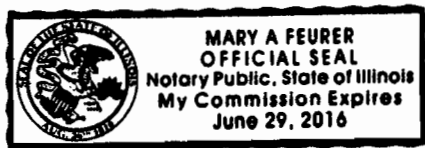
Sincerely,



Shakeel Ahmed, M.D.
Sole Member and Manager
Metroeast Endoscopic Surgery Center, LLC

Subscribed and sworn to me
This 30th day of November, 2012


Notary Public



Section X, Economic Feasibility Review Criteria
Criterion 1120.310(c), Reasonableness of Project and Related Costs

1. As shown in Table 1120.310(c) below, the project costs are below the State Standard.

Table 1120.310(c)			
	Proposed Project	State Standard	Above/Below State Standard
Consulting and Other Fees	\$50,000	No State Standard	N/A
Moveable Equipment	\$61,352	\$353,802 per Room \$353,802 x 1 = \$353,802	Below State Standard
Fair Market Value of Leased Space	\$1,002,290	No State Standard	N/A

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(d), Projected Operating Costs

Operating Expenses: \$382,434

Procedures: 2,142

Operating Expense per Procedure: \$178.54

Section X, Economic Feasibility Review Criteria
Criterion 1120.310(e), Total Effect of Project on Capital Costs

Capital Costs: \$154.00

Procedures: 2,142

Capital Costs per Procedure: \$0.07 per procedure

Section XI, Safety Net Impact Statement

1. The ASTC will improve access to safety net services to the residents of St. Clair County and surrounding areas. The Applicant will enroll in the Illinois Medical Assistance Program ("Medicaid"). Further, they are establishing a relationship with Southern Illinois Health Care Foundation, a local Federally Qualified Health Center to facilitate referrals of uninsured patients who are financially needy to the ASTC, so they may also experience the ease, convenience, and access to surgical procedures performed in an ASTC setting that does not have a charity care obligation.
2. The establishment of the ASTC will not impact the ability of other providers or other health care facilities to cross-subsidize safety net services. By establishing an ASTC in the same building as the Center for Gastrointestinal Health, the Applicant's medical practice, the ASTC will achieve operational efficiencies that cannot be created at other hospitals and ASTCs due to limited scheduling slots and anesthesia services. While Dr. Ahmed intends to continue providing the same level of care at Memorial Hospital, he recognizes that he can alleviate some of the burdens of the hospital by offering care to uninsured and indigent patients. The plan moving forward to enroll in Medicaid is consistent with the number of Medicaid patients the existing practice already serves. Additionally, Metroeast Endoscopic Surgery Center intends to enroll in the Medicaid program and to work with various providers to facilitate referrals of Medicaid patients the ASTC, so they may also experience the advantages of having surgical procedures performed in a high quality ASTC setting.
3. The Applicant is proposing to establish a limited-specialty ASTC. Thus this criterion does not apply.

Section XII, Charity Care Information

The Applicant is not an existing facility, thus it cannot report charity care data and has no historical payor mix experience.

Appendix 1
Request for Impact Statement

A copy of the letter sent to area surgical facilities regarding the Project's impact on their workload is attached at Appendix 1.

Metroeast Endoscopic Surgery Center, LLC

5023 N. Illinois Street

Fairview Heights, Illinois 62208

December 27, 2012

CERTIFIED MAIL/RETURN RECEIPT

David R. Horace
Administrator
Bel-Clair Amb. Surgical Center
325 West Lincoln Street
Belleville, IL 62220

Dear Mr. Horace:

I am writing on behalf of Metroeast Endoscopic Surgery Center, LLC ("MESC") to inform you of our intent to file a Certificate of Need application for the proposed establishment of a limited-specialty ambulatory surgical treatment center ("ASTC") with the Illinois Health Facilities and Services Review Board ("HFSRB"). The proposed project will consist of one procedure room located at 5023 N. Illinois Street, Fairview Heights, Illinois 62208 and will be approved for gastroenterology procedures only.

The space of the planned surgery center will consist of approximately 2,634 gross square feet of clinical space. The cost of the proposed project will be approximately \$1,113,642. MESC projects the caseload for the first year after project completion will be approximately 2,142 cases.

Pursuant to Section 1110.1540(e) of the HFSRB rules, we request that you advise us of any impact that this proposal will have on Bel-Clair Amb. Surgical Center. If you elect to respond to our request, identify the impact in terms of patient loss the proposed project will have on utilization at your facility. Given our historical practice, we believe the project will not have an adverse impact on your operations.

Please send your response or any questions to Tina Lippert at 5023 North Illinois, Suite 1, Fairview Heights Illinois 62208.

Sincerely,

On behalf of

Metroeast Endoscopic Surgery Center, LLC

Appendix 2 Facility List

The list of facilities contacted is provided in the table below.

Contact Name	Position	Facility Name	Address	City	Zip
David R. Horace	Administrator	Bel-Clair Amb. Surgical Center	325 West Lincoln Street	Belleville	62220
David R. Horace	Administrator	Chang's Medical Arts Surgi-Center	2809 North Center Street	Maryville	
Michelle Looney	Director of Operations	Edwardsville Ambulatory Surgery Center	12 Ginger Creek Parkway	Glen Carbon	62034
Michelle Looney	Director of Operations	Foot Surgical Center	4901 W Main St	Belleville	
Michelle Looney	Director of Operations	HealthSouth Surgical Center of Belleville	28 North 64th Street	Belleville	
Michelle Looney	Director of Operations	Highland Ambulatory Surgical Center	1212 Broadway Suite B	Highland	
Sally Burgess	Executive Director	Hope Clinic For Women Ltd.	1602 21st Street	Granite City	62040
Nancy S. Mueth	Administrator	Illinois Eye Surgeons Cataract	12 Professional Park Drive	Maryville	62226
Sheila Nolan	Administrator	Monroe County Surgical Center	501 Hamacher Street	Waterloo	62298
Nicole Will	COT	Novamed Eye Surgery Center of Maryville	12 Professional Park Dr	Maryville	62062
Beverly LeMaster		Physician's Surgical Center, Ltd	311 West Lincoln Street	Belleville	62220
David Braasch	President	Alton Memorial Hospital	One Memorial Drive	Alton	62002
Keith A. Page	President	Anderson Hospital	6800 State Rt. 162	Maryville	62062
Mark Bethell	Chief Executive Officer	Gateway Regional Medical Center	2100 Madison Avenue	Granite City	62040

Mike McManus	Chief Operating Officer	Kenneth Hall Regional Hospital	Closed	East Louis	St. 62201
Mark Turner	President	Memorial Hospital	4500 Memorial Drive	Belleville	62226
Mark Turner	President	Memorial Hospital East		Shiloh	
Mark Turner	President	Saint Anthony's Hospital	1 Saint Anthony's Way	Alton	
Maryann Reese	President	St. Elizabeth Hospital	211 South 3rd Street	Belleville	62220
Johnny Watkins	Director & CFO	St. Joseph's Hospital	1515 Main Street	Highland	62249
Mark Klosterman	Chief Executive Officer	St. Joseph's Hospital	9515 Holy Cross Lane	Breese	62230
Mike McManus	Chief Operating Officer	Touchette Regional Hospital	5900 Bond Avenue	East Louis	St. 62207

Appendix 3
Time and Distance

Attached as Appendix 3 are MapQuest printouts with the time and distance to each facility within 30 minutes normal travel time of Metroeast Endoscopic Surgery Center.



Trip to:

4901 W Main St

Belleville, IL 62226-4724

4.15 miles / 7 minutes

Notes



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access to this site.

If you believe this is an error or have
please contact the Support Center b
extension 4334 (846 360 4334)



5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going south on N Illinois St / IL-159 toward Lakeland Hills Dr. [Map](#)

0.3 Mi

0.3 Mi Total



2. Turn right onto Frank Scott Pky W. [Map](#)

3.4 Mi

Frank Scott Pky W is 0.1 miles past Winchester Pl

3.7 Mi Total

Pizza Hut is on the left

If you reach Beau-Gon Dr you've gone about 0.1 miles too far



3. Turn left onto W Main St. [Map](#)

0.5 Mi

W Main St is 0.2 miles past Dutch Hollow Rd

4.2 Mi Total

If you reach S 57th St you've gone a little too far



4. **4901 W MAIN ST** is on the left. [Map](#)

Your destination is just past N 50th St

If you reach N 49th St you've gone a little too far



4901 W Main St, Belleville, IL 62226-4724

Get the **FREE** MapQuest toolbar. features.mapquest.com/toolbar/ 



mapquest

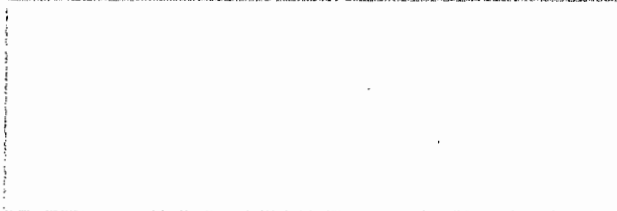
Trip to:

28 N 64th St

Belleville, IL 62223-3808

4.18 miles / 7 minutes

Notes



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please contact the Support Center b
extension 4324 (949 360 4324)



5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going south on N Illinois St / IL-159 toward Lakeland Hills Dr. [Map](#)

0.3 Mi

0.3 Mi Total



2. Turn right onto Frank Scott Pky W. [Map](#)

3.4 Mi

Frank Scott Pky W is 0.1 miles past Winchester Pl

3.7 Mi Total

Pizza Hut is on the left

If you reach Beau-Gon Dr you've gone about 0.1 miles too far



3. Turn right onto W Main St. [Map](#)

0.4 Mi

W Main St is 0.2 miles past Dutch Hollow Rd

4.1 Mi Total

If you reach S 57th St you've gone a little too far



4. Take the 2nd right onto N 64th St. [Map](#)

0.06 Mi

N 64th St is 0.1 miles past S 62nd St

4.2 Mi Total

Sunrise Family Restaurant is on the corner

If you reach S 65th St you've gone a little too far



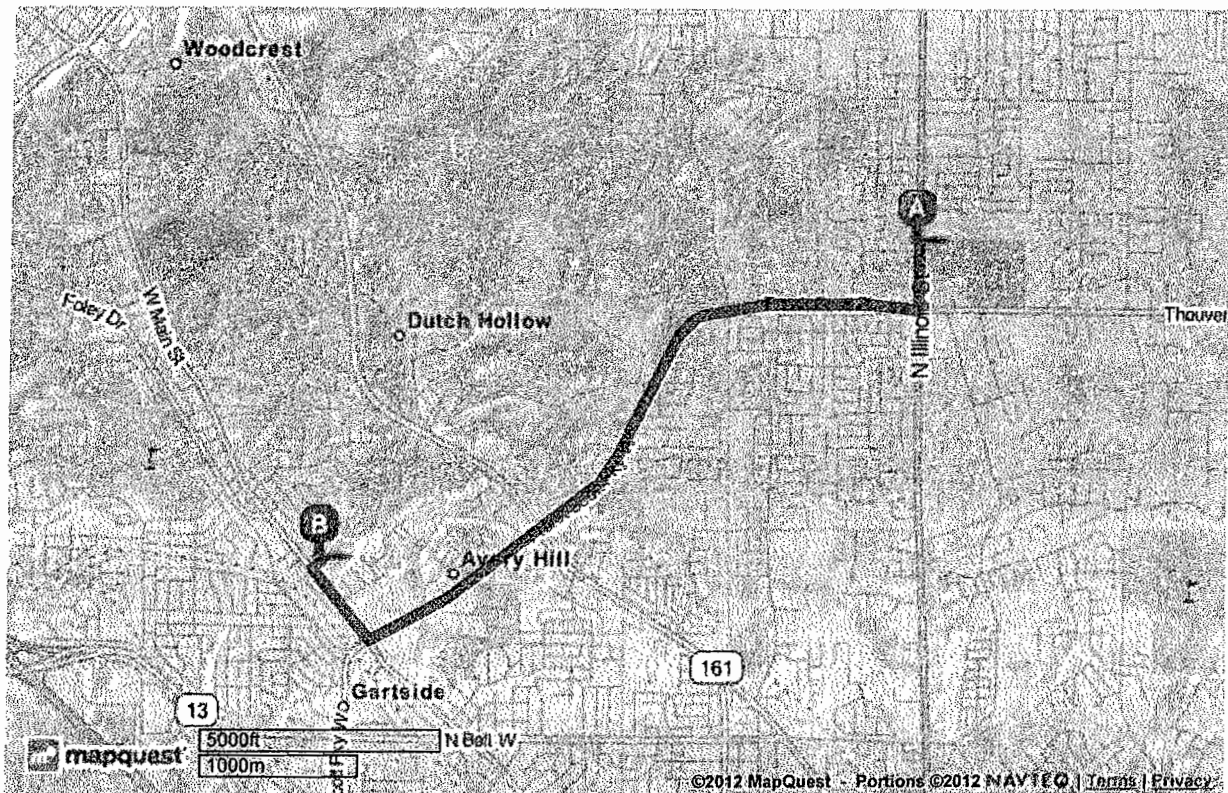
5. 28 N 64TH ST is on the right. [Map](#)

If you reach the end of N 64th St you've gone about 0.1 miles too far



28 N 64th St, Belleville, IL 62223-3808

Total Travel Estimate: 4.18 miles - about 7 minutes



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Get Directions even quicker! features.mapquest.com/toolbar/ **GO**



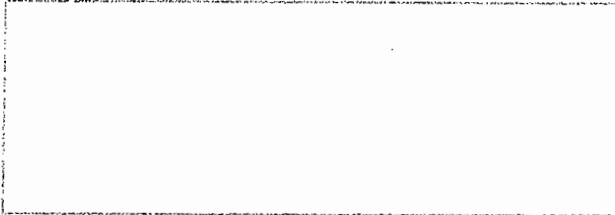
Trip to:

325 W Lincoln St

Belleville, IL 62220-1921

4.73 miles / 10 minutes

Notes



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access to this site.

If you believe this is an error or have
please contact the Support Center b
exterior 4224 (946) 350 4224



5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going south on N Illinois St / IL-159 toward Lakeland Hills Dr. [Map](#) **4.3 Mi**

4.3 Mi Total



2. Enter next roundabout and take the 2nd exit onto S Illinois St / IL-159. [Map](#) **0.2 Mi**

4.4 Mi Total



3. Turn right onto W Lincoln St. [Map](#) **0.3 Mi**

If you reach W Harrison St you've gone a little too far 4.7 Mi Total



4. **325 W LINCOLN ST** is on the right. [Map](#)

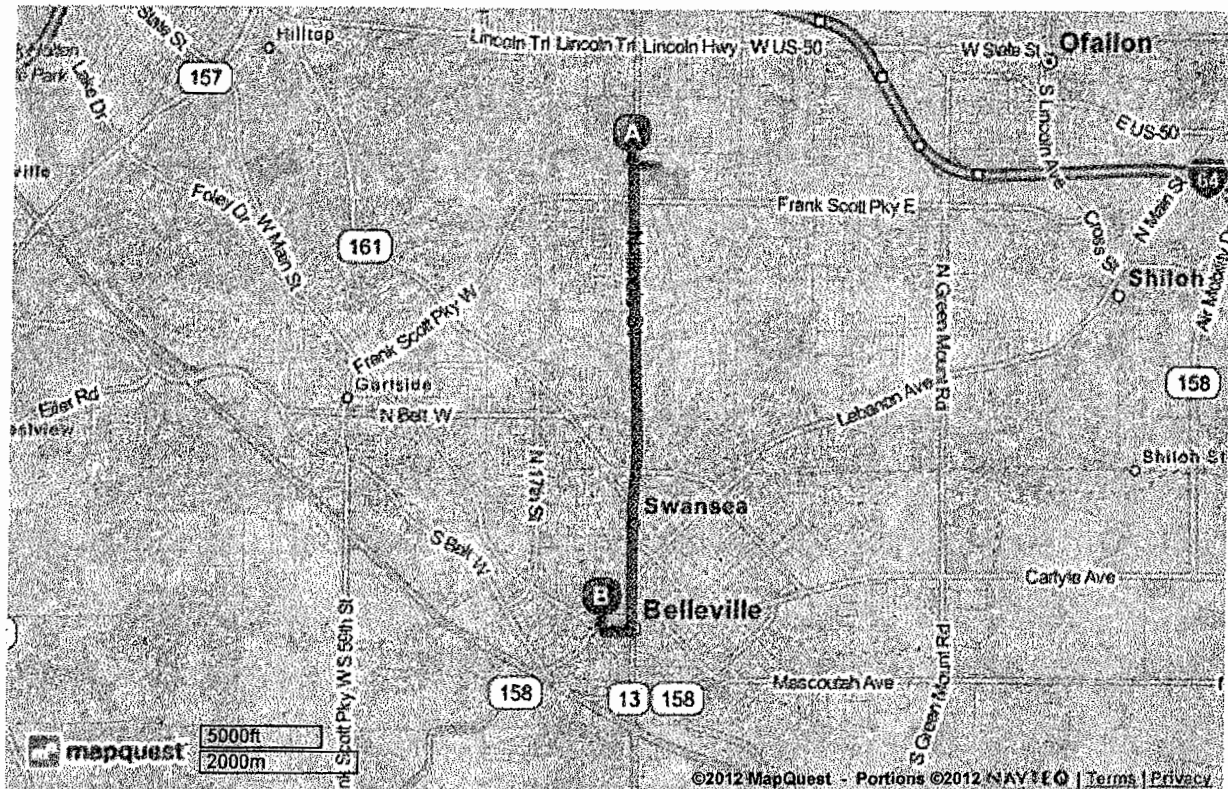
Your destination is just past S 3rd St

If you reach Centreville Ave you've gone about 0.1 miles too far



325 W Lincoln St, Belleville, IL 62220-1921

Total Travel Estimate: 4.73 miles - about 10 minutes



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Trip to:

311 W Lincoln St

Belleville, IL 62220-1902

4.71 miles / 10 minutes

Notes



5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going south on N Illinois St / IL-159 toward Lakeland Hills Dr. [Map](#)

4.3 Mi

4.3 Mi Total



2. Enter next roundabout and take the 2nd exit onto S Illinois St / IL-159. [Map](#)

0.2 Mi

4.4 Mi Total



3. Turn right onto W Lincoln St. [Map](#)

0.3 Mi

If you reach W Harrison St you've gone a little too far

4.7 Mi Total



4. **311 W LINCOLN ST** is on the right. [Map](#)

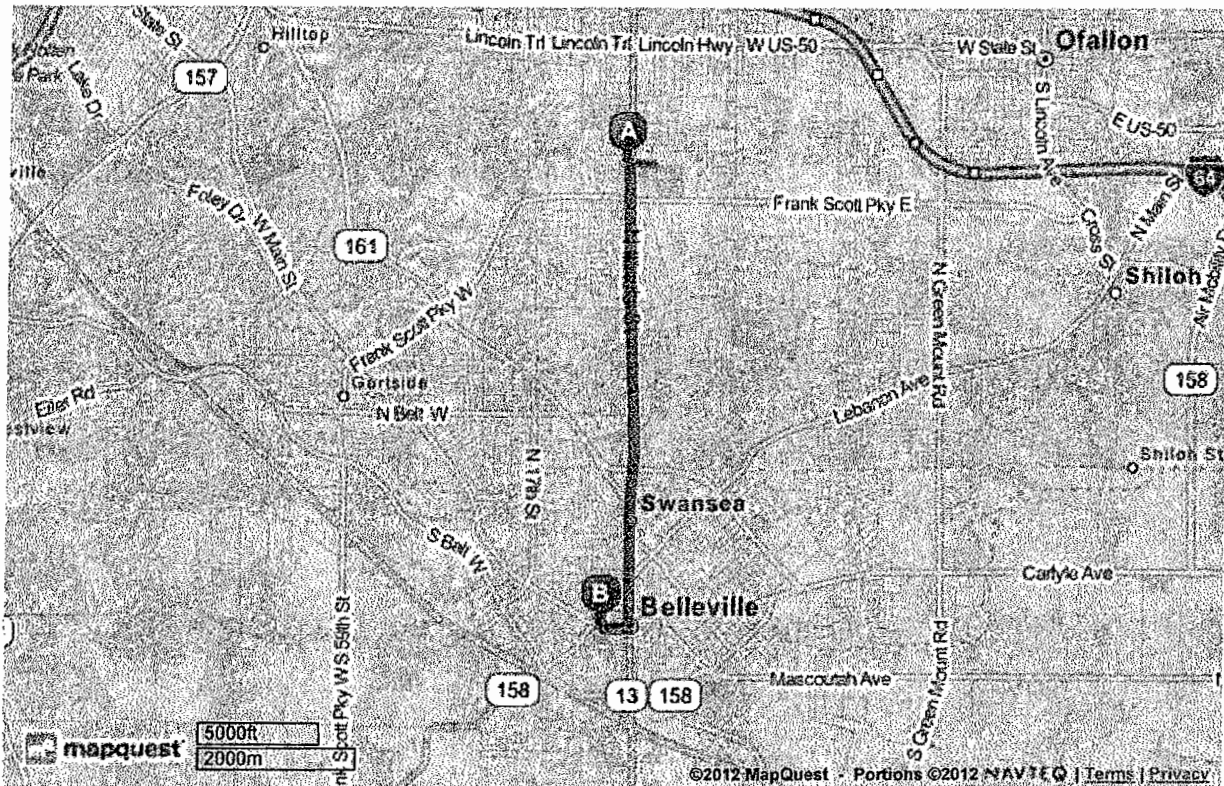
Your destination is just past S 3rd St

If you reach Centreville Ave you've gone about 0.1 miles too far



311 W Lincoln St, Belleville, IL 62220-1902

Total Travel Estimate: 4.71 miles - about 10 minutes



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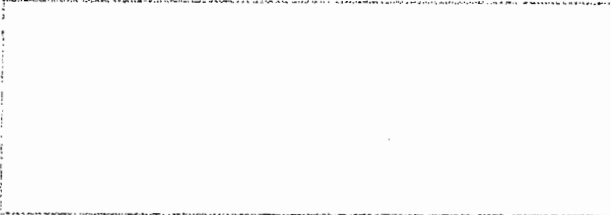
Trip to:

211 S 3rd St

Belleville, IL 62220-1915

4.67 miles / 10 minutes

Notes



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5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going south on N Illinois St / IL-159 toward Lakeland Hills Dr. [Map](#) 4.2 Mi

4.2 Mi Total



2. Turn right onto W A St. [Map](#) 0.2 Mi

W A St is just past W B St 4.4 Mi Total

George Renner & Sons Funeral is on the left
If you reach Public Sq you've gone a little too far



3. Take the 3rd left onto N 3rd St. [Map](#) 0.2 Mi

N 3rd St is just past N 2nd St 4.7 Mi Total

If you reach N 4th St you've gone a little too far



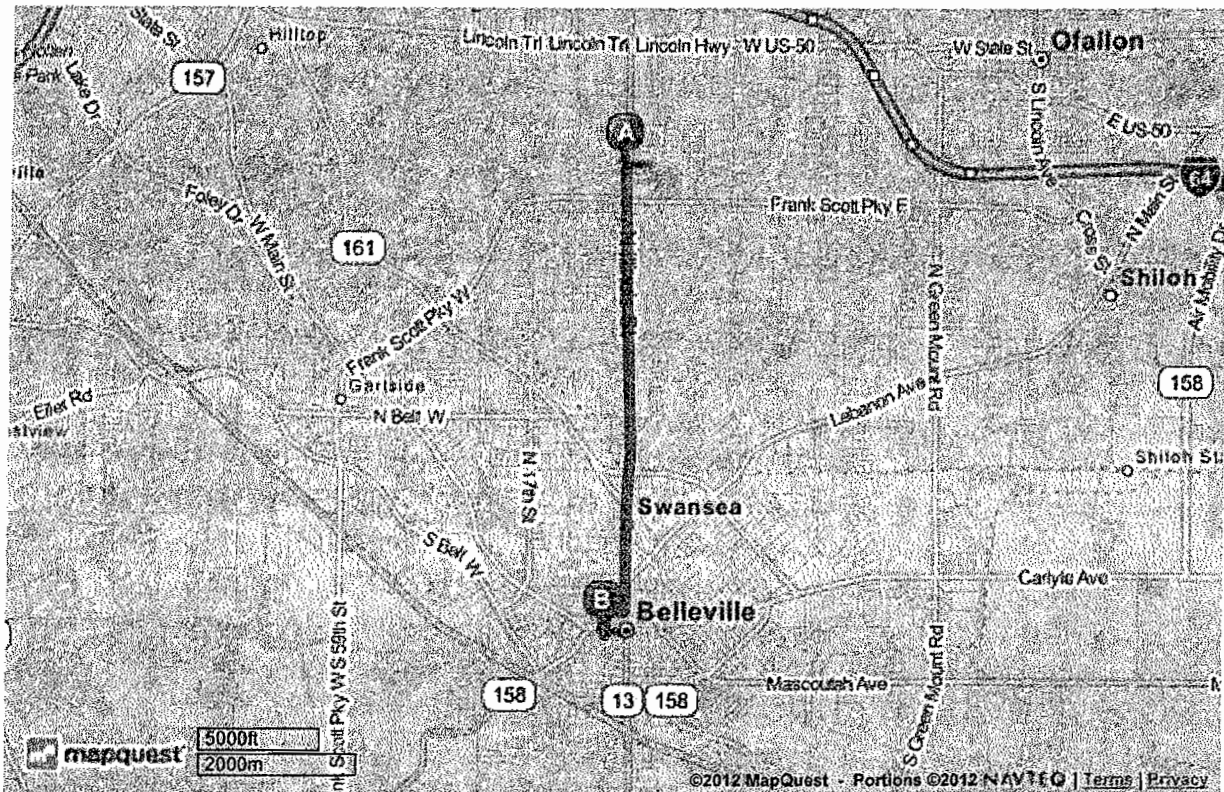
4. 211 S 3RD ST is on the right. [Map](#)

Your destination is just past W Lincoln St
If you reach W Harrison St you've gone a little too far



211 S 3rd St, Belleville, IL 62220-1915

Total Travel Estimate: 4.67 miles - about 10 minutes



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Trip to:

5900 Bond Ave

East Saint Louis, IL 62207-2326

9.24 miles / 15 minutes

Notes



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5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going south on N Illinois St / IL-159 toward Lakeland Hills Dr. [Map](#)

0.3 Mi

0.3 Mi Total



2. Turn right onto Frank Scott Pky W. [Map](#)

3.9 Mi

Frank Scott Pky W is 0.1 miles past Winchester Pl

4.2 Mi Total

Pizza Hut is on the left

If you reach Beau-Gon Dr you've gone about 0.1 miles too far



3. Turn right onto N Belt W. [Map](#)

0.6 Mi

N Belt W is just past Brentmoor Dr

4.8 Mi Total

Walgreens is on the corner

If you reach Wilson Dr you've gone a little too far



4. N Belt W becomes IL-13 N / Old St Louis Rd. [Map](#)

3.3 Mi

8.1 Mi Total



5. Enter next roundabout and take the 2nd exit onto IL-13 W / Old St Louis Rd. [Map](#)

0.4 Mi

8.5 Mi Total



6. Turn right onto IL-163 / Old Missouri Ave. [Map](#)

0.3 Mi

8.8 Mi Total



7. Stay straight to go onto Bond Ave. [Map](#)

0.4 Mi

9.2 Mi Total



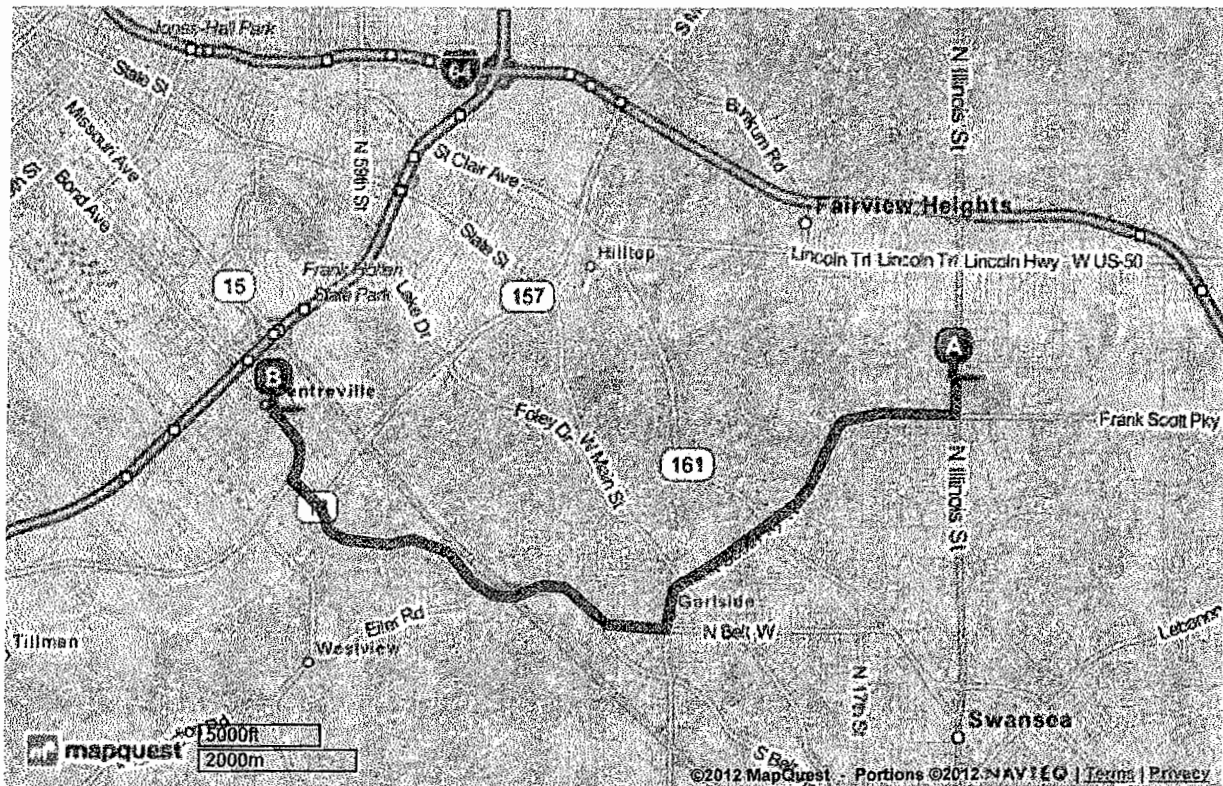
8. 5900 BOND AVE is on the left. [Map](#)

If you reach S 57th St you've gone about 0.1 miles too far



5900 Bond Ave, East Saint Louis, IL 62207-2326

Total Travel Estimate: **9.24 miles - about 15 minutes**



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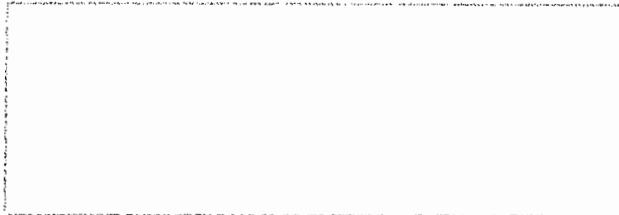
Trip to:

12 Professional Park Dr

Maryville, IL 62062-5672

18.05 miles / 23 minutes

Notes



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5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going north on N Illinois St / IL-159 N toward Jennifer Dr. [Map](#)

1.7 Mi

1.7 Mi Total



2. Merge onto I-64 W / US-50 W toward St. Louis. [Map](#)

4.4 Mi

6.0 Mi Total



3. Merge onto I-255 N via EXIT 7 toward Chicago. [Map](#)

4.7 Mi

10.8 Mi Total



4. Merge onto I-55 N / I-70 E / US-40 E via EXIT 25A toward Chicago / Indianapolis. [Map](#)

5.0 Mi

15.7 Mi Total



5. Merge onto IL-159 N via EXIT 15B toward Maryville. [Map](#)

2.3 Mi

18.0 Mi Total



6. Turn right onto Professional Park Dr. [Map](#)

0.02 Mi

Professional Park Dr is just past Executive Plaza Ct

Subway is on the corner

If you reach IL-162 you've gone a little too far

18.0 Mi Total



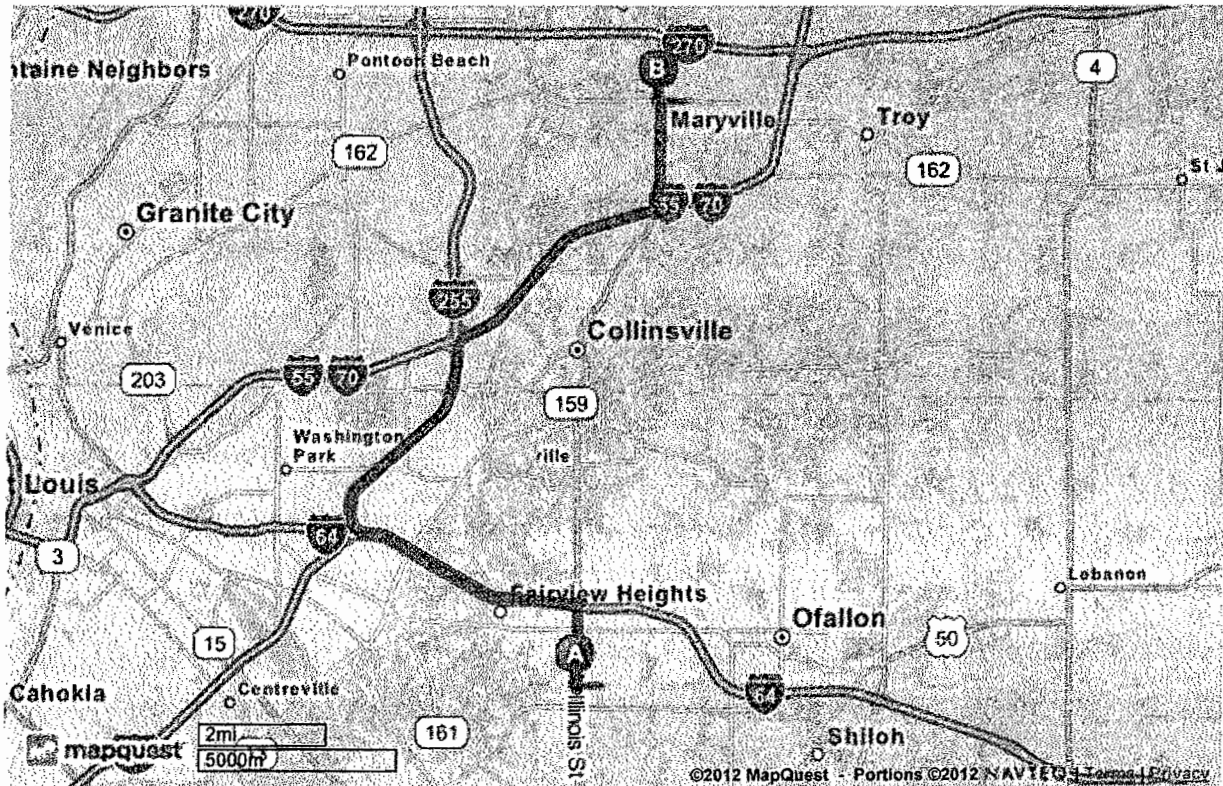
7. **12 PROFESSIONAL PARK DR.** [Map](#)

If you reach the end of Professional Park Dr you've gone about 0.1 miles too far



12 Professional Park Dr, Maryville, IL 62062-5672

Total Travel Estimate: 18.05 miles - about 23 minutes



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Trip to:

1602 21st St

Granite City, IL 62040-5304

16.80 miles / 24 minutes

Notes



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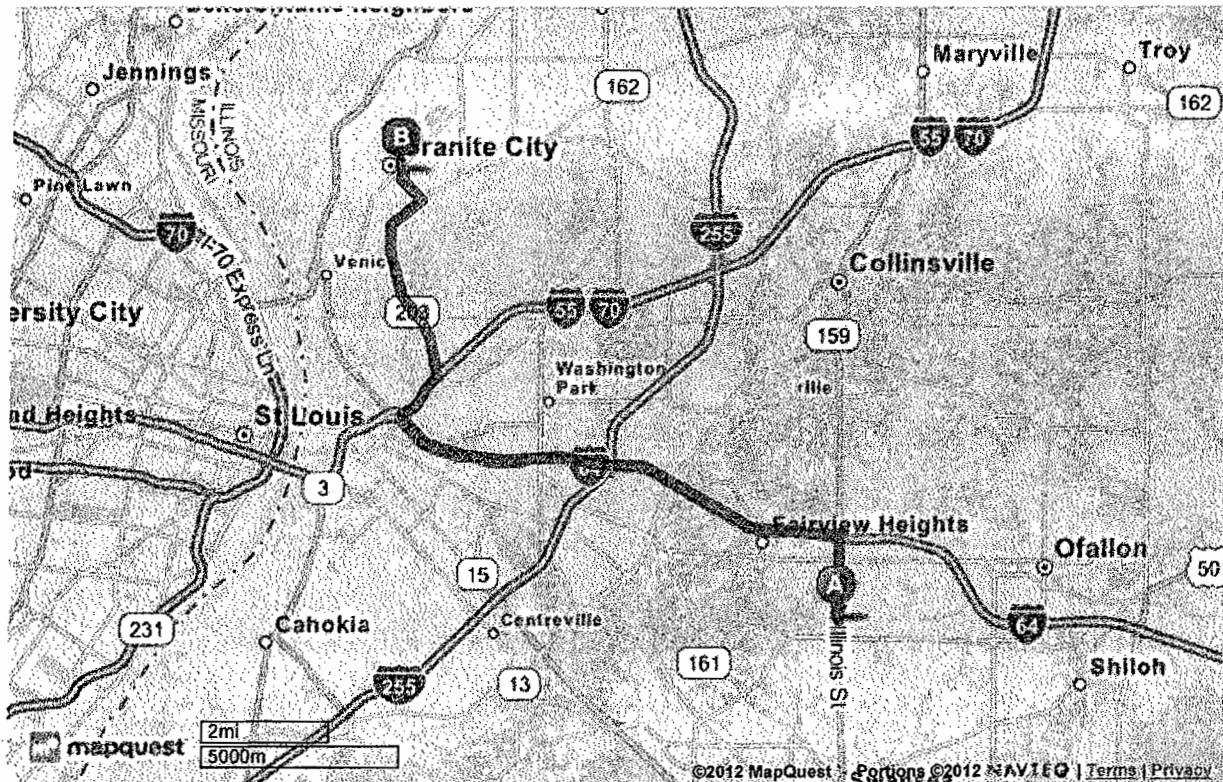
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5023 N Illinois St, Fairview Heights, IL 62208-3453

-  1. Start out going north on N Illinois St / IL-159 N toward Jennifer Dr. [Map](#) **1.7 Mi**
1.7 Mi Total
 -  2. Merge onto I-64 W toward St. Louis. [Map](#) **9.3 Mi**
11.0 Mi Total
 -  3. Merge onto I-55 N / I-70 E / US-40 E via EXIT 3 toward Chicago / Indianapolis. [Map](#) **0.9 Mi**
11.8 Mi Total
 -  4. Merge onto IL-203 N via EXIT 4 toward Granite City. [Map](#) **4.2 Mi**
16.0 Mi Total
 -  5. Turn left onto E 20th St. [Map](#) **0.6 Mi**
16.6 Mi Total
E 20th St is 0.2 miles past 14th St
If you reach E 21st St you've gone about 0.1 miles too far
 -  6. Turn right onto Washington Ave. [Map](#) **0.1 Mi**
16.7 Mi Total
Washington Ave is just past Lee Ave
Kens Tavern is on the corner
If you reach Iowa St you've gone a little too far
 -  7. Take the 1st left onto 21st St. [Map](#) **0.06 Mi**
16.8 Mi Total
If you reach 22nd St you've gone about 0.1 miles too far
 -  8. 1602 21ST ST is on the left. [Map](#)
If you reach Madison Ave you've gone a little too far
-  **1602 21st St, Granite City, IL 62040-5304**

Total Travel Estimate: 16.80 miles - about 24 minutes



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Trip to:

6800 State Route 162

Maryville, IL 62062-8500

18.61 miles / 24 minutes

Notes



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5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going north on N Illinois St / IL-159 N toward Jennifer Dr. [Map](#)

1.7 Mi

1.7 Mi Total



2. Merge onto I-64 W / US-50 W toward St. Louis. [Map](#)

4.4 Mi

6.0 Mi Total



3. Merge onto I-255 N via EXIT 7 toward Chicago. [Map](#)

4.7 Mi

10.8 Mi Total



4. Merge onto I-55 N / I-70 E / US-40 E via EXIT 25A toward Chicago / Indianapolis. [Map](#)

5.0 Mi

15.7 Mi Total



5. Merge onto IL-159 N via EXIT 15B toward Maryville. [Map](#)

2.4 Mi

18.1 Mi Total



6. Turn right onto IL-162. [Map](#)

0.5 Mi

18.6 Mi Total

IL-162 is just past Professional Park Dr

If you are on IL-159 and reach Lou Juan Dr you've gone about 0.3 miles too far



7. **6800 STATE ROUTE 162.** [Map](#)

Your destination is 0.2 miles past Autumn Oaks Dr

If you reach Vadalabene Dr you've gone about 0.3 miles too far



6800 State Route 162, Maryville, IL 62062-8500

Total Travel Estimate: 18.61 miles - about 24 minutes



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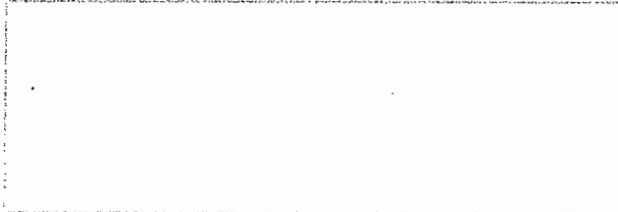
Trip to:

2100 Madison Ave

Granite City, IL 62040-4701

16.89 miles / 24 minutes

Notes



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5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going **north** on **N Illinois St / IL-159 N** toward **Jennifer Dr.** [Map](#)

1.7 Mi

1.7 Mi Total



2. Merge onto **I-64 W** toward **St. Louis.** [Map](#)

9.3 Mi

11.0 Mi Total



3. Merge onto **I-55 N / I-70 E / US-40 E** via **EXIT 3** toward **Chicago / Indianapolis.** [Map](#)

0.9 Mi

11.8 Mi Total



4. Merge onto **IL-203 N** via **EXIT 4** toward **Granite City.** [Map](#)

4.2 Mi

16.0 Mi Total



5. Turn **left** onto **E 20th St.** [Map](#)

0.7 Mi

E 20th St is 0.2 miles past 14th St

If you reach E 21st St you've gone about 0.1 miles too far

16.7 Mi Total



6. Turn **right** onto **Madison Ave.** [Map](#)

0.2 Mi

Madison Ave is just past Iowa St

Walgreens is on the corner

If you reach Grand Ave you've gone a little too far

16.9 Mi Total



7. **2100 MADISON AVE** is on the **right.** [Map](#)

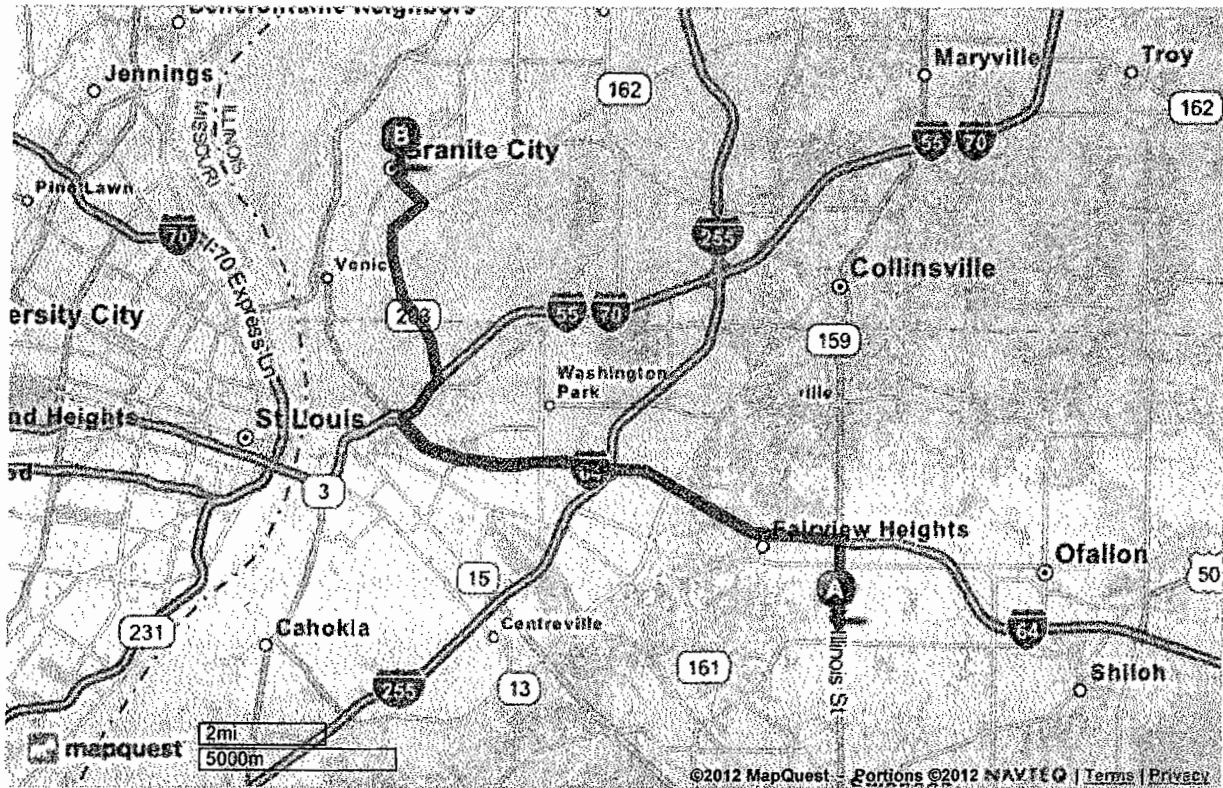
Your destination is just past 21st St

If you reach Niedringhaus Ave you've gone a little too far



2100 Madison Ave, Granite City, IL 62040-4701

Total Travel Estimate: 16.89 miles - about 24 minutes



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Trip to:

12 Ginger Creek Pkwy

Glen Carbon, IL 62034-3502

21.28 miles / 27 minutes

Notes



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5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going north on N Illinois St / IL-159 N toward Jennifer Dr. [Map](#)

1.7 Mi

1.7 Mi Total



2. Merge onto I-64 W / US-50 W toward St. Louis. [Map](#)

4.4 Mi

6.0 Mi Total



3. Merge onto I-255 N via EXIT 7 toward Chicago. [Map](#)

9.1 Mi

15.1 Mi Total



4. Take the IL-162 exit, EXIT 29, toward Glen Carbon / Granite City. [Map](#)

0.5 Mi

15.6 Mi Total



5. Turn right onto IL-162 E. [Map](#)

1.9 Mi

If you are on IL-162 W and reach Windsor Ave you've gone about 0.4 miles too far

17.5 Mi Total



6. Turn left onto IL-157 N. [Map](#)

3.6 Mi

Judy Inn is on the corner

21.1 Mi Total



7. Turn right onto Ginger Creek Dr. [Map](#)

0.05 Mi

If you reach Southpointe Dr you've gone about 0.1 miles too far

21.1 Mi Total



8. Take the 1st right onto Ginger Creek Mdws. [Map](#)

0.06 Mi

If you reach Ginger Crest Dr you've gone about 0.1 miles too far

21.2 Mi Total



9. Take the 1st left onto Ginger Creek Pky. [Map](#)

0.09 Mi

21.3 Mi Total



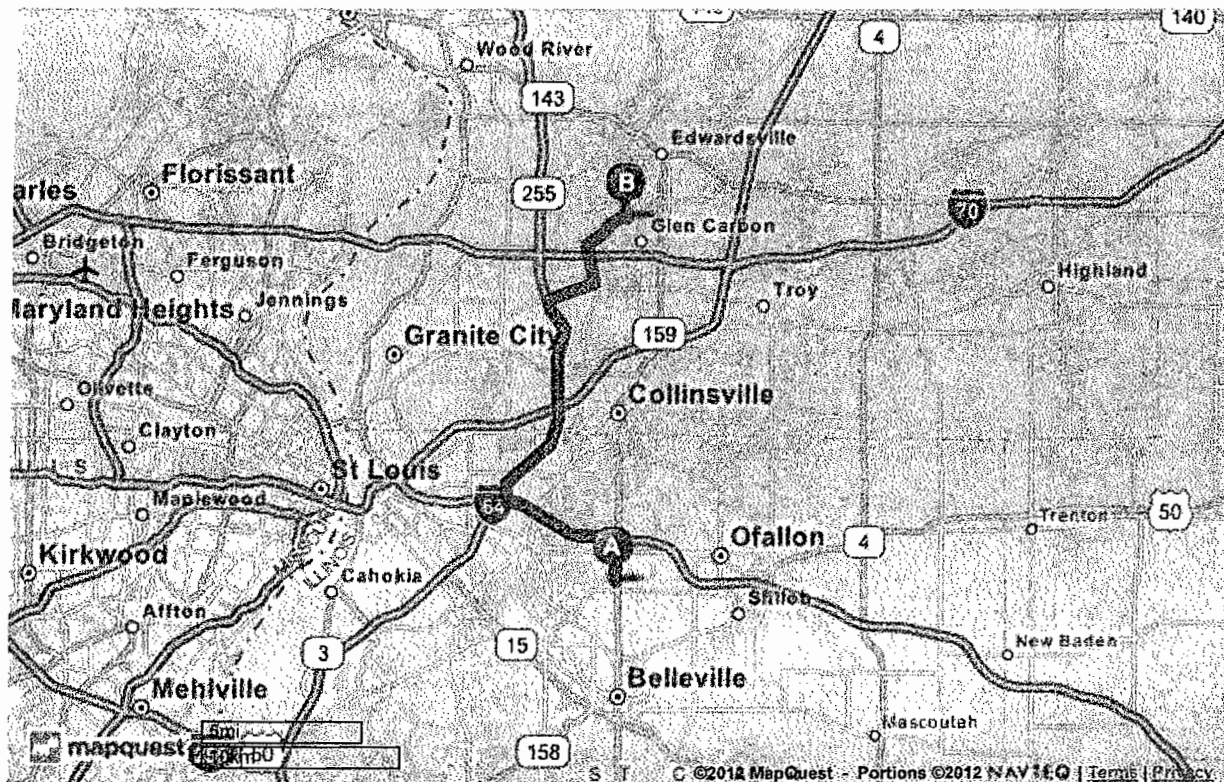
10. 12 GINGER CREEK PKWY. [Map](#)

If you reach the end of Ginger Creek Pky you've gone about 0.2 miles too far



12 Ginger Creek Pkwy, Glen Carbon, IL 62034-3502

Total Travel Estimate: 21.28 miles - about 27 minutes



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Trip to:

1 Memorial Dr

Alton, IL 62002-6722

33.04 miles / 40 minutes

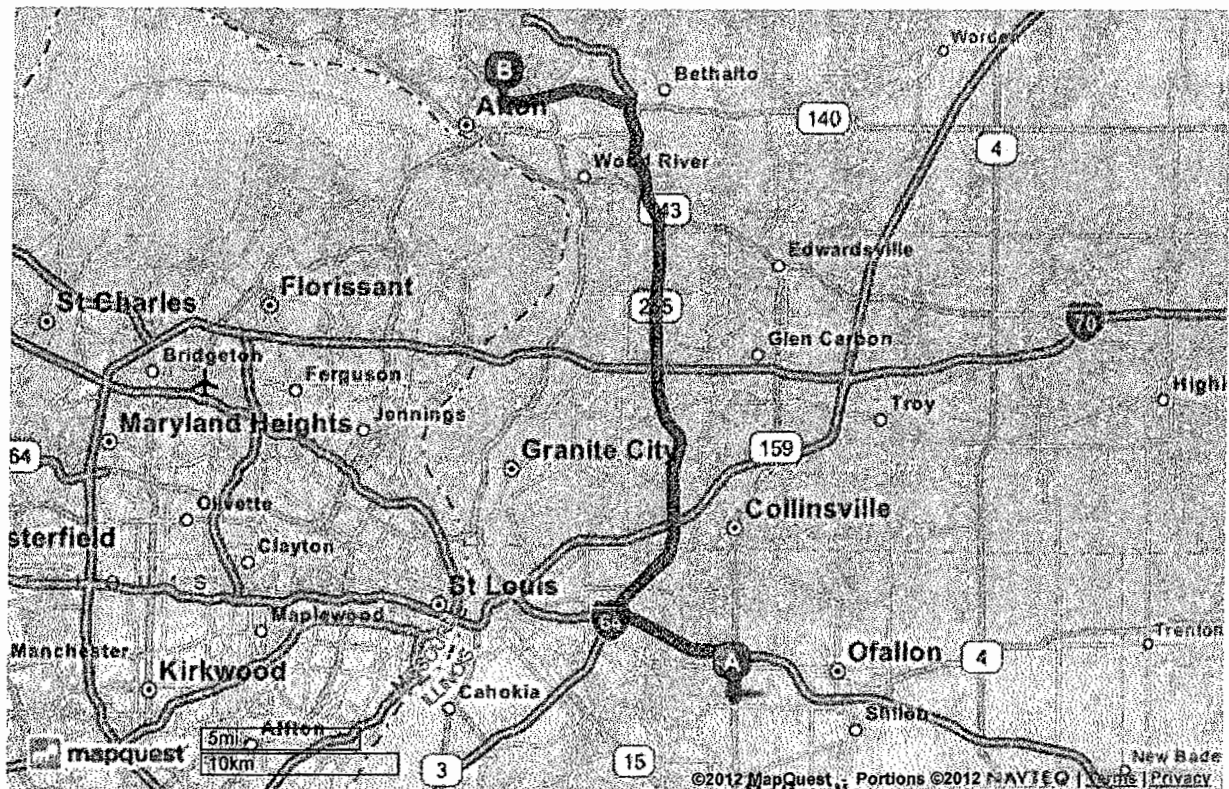
Notes



5023 N Illinois St, Fairview Heights, IL 62208-3453

-  1. Start out going north on N Illinois St / IL-159 N toward Jennifer Dr. [Map](#) **1.7 Mi**
1.7 Mi Total
 -  2. Merge onto I-64 W / US-50 W toward St. Louis. [Map](#) **4.4 Mi**
6.0 Mi Total
 -  3. Merge onto I-255 N via EXIT 7 toward Chicago. [Map](#) **11.7 Mi**
17.7 Mi Total
 -  4. I-255 N becomes IL-255 N. [Map](#) **9.7 Mi**
27.4 Mi Total
 -  5. Take the IL-111 / IL-140 exit, EXIT 10, toward Alton / Bethalto. [Map](#) **0.3 Mi**
27.6 Mi Total
 -  6. Keep left to take the ramp toward Alton. [Map](#) **0.06 Mi**
27.7 Mi Total
 -  7. Turn left onto E MacArthur Dr / IL-111 / IL-140. Continue to follow IL-140 W. [Map](#) **4.7 Mi**
32.4 Mi Total
 -  8. Stay straight to go onto College Ave. [Map](#) **0.4 Mi**
32.8 Mi Total
 -  9. Take the 2nd left onto Rock Springs Dr. [Map](#) **0.2 Mi**
Rock Springs Dr is 0.2 miles past Humbert St
If you reach Monterey Pl you've gone about 0.1 miles too far
33.0 Mi Total
 -  10. Take the 1st right onto Memorial Dr. [Map](#)
Memorial Dr is just past Edwards St
If you reach Brown St you've gone about 0.2 miles too far
 -  11. 1 MEMORIAL DR is on the left. [Map](#)
If you reach Brown St you've gone about 0.5 miles too far
-  **1 Memorial Dr, Alton, IL 62002-6722**

Total Travel Estimate: 33.04 miles - about 40 minutes



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Trip to:

915 E 5th St

Alton, IL 62002-6434

32.26 miles / 40 minutes

Notes



5023 N Illinois St, Fairview Heights, IL 62208-3453

-  1. Start out going north on N Illinois St / IL-159 N toward Jennifer Dr. [Map](#) **1.7 Mi**
1.7 Mi Total
-  2. Merge onto I-64 W / US-50 W toward St. Louis. [Map](#) **4.4 Mi**
6.0 Mi Total
-  3. Merge onto I-255 N via EXIT 7 toward Chicago. [Map](#) **11.7 Mi**
17.7 Mi Total
-  4. I-255 N becomes IL-255 N. [Map](#) **2.1 Mi**
19.8 Mi Total
-  5. Take the New Poag Rd. exit, EXIT 3. [Map](#) **0.5 Mi**
20.3 Mi Total
-  6. Keep left to take the ramp toward Illinois. [Map](#) **0.03 Mi**
20.3 Mi Total
-  7. Turn left onto New Poag Rd. [Map](#) **3.3 Mi**
23.6 Mi Total
-  8. Turn right onto IL-3 N. [Map](#) **3.8 Mi**
IL-3 N is 0.5 miles past Old Alton Rd
27.4 Mi Total
-  9. Turn slight left onto IL-143 W. [Map](#) **4.2 Mi**
IL-143 W is 0.2 miles past N Amoco Cutoff
31.6 Mi Total
-  10. Turn right onto Broadway Con. [Map](#) **0.2 Mi**
Broadway Con is 0.3 miles past Discovery Pky
If you are on Landmarks Blvd and reach Ridge St you've gone about 0.2 miles too far
31.8 Mi Total
-  11. Turn left onto E Broadway St. [Map](#) **0.2 Mi**
If you are on Monument Ave and reach Adams Ct you've gone a little too far
32.1 Mi Total
-  12. Turn right onto Central Ave. [Map](#) **0.2 Mi**
Central Ave is just past Cherry St
Chubby's Warehouse Bar & Grille is on the right
If you reach Oak St you've gone a little too far
32.2 Mi Total
-  13. Take the 3rd left onto E 5th St. [Map](#) **0.04 Mi**
E 5th St is just past Hunters Ct
If you reach Quincy Ct you've gone a little too far
32.3 Mi Total



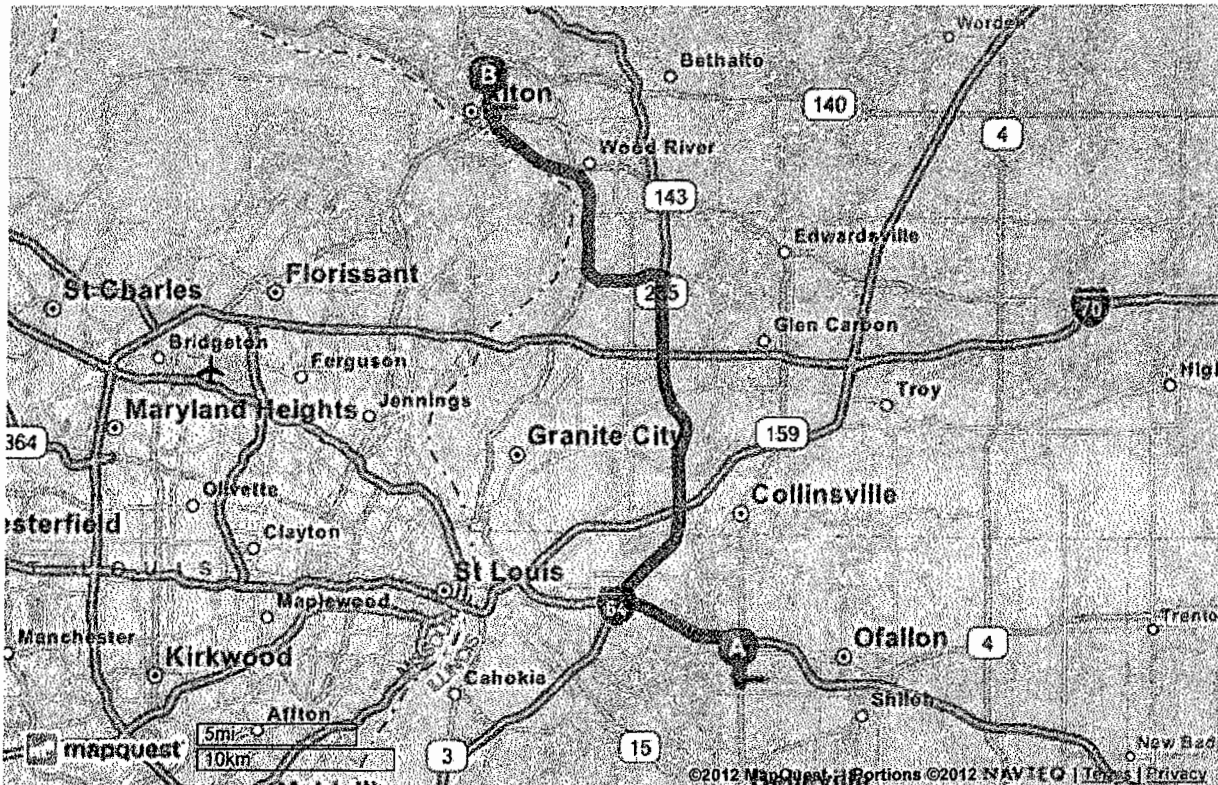
14. 915 E 5TH ST is on the left. [Map](#)

If you reach Oak St you've gone a little too far



915 E 5th St, Alton, IL 62002-6434

Total Travel Estimate: 32.26 miles - about 40 minutes



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Trip to:

1515 Main St

Highland, IL 62249-1656

34.90 miles / 40 minutes

Notes



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5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going north on N Illinois St / IL-159 N toward Jennifer Dr. [Map](#)

1.7 Mi

1.7 Mi Total



2. Merge onto I-64 W / US-50 W toward St. Louis. [Map](#)

4.4 Mi

6.0 Mi Total



3. Merge onto I-255 N via EXIT 7 toward Chicago. [Map](#)

4.7 Mi

10.8 Mi Total



4. Merge onto I-55 N / I-70 E via EXIT 25A toward Chicago / Indianapolis. [Map](#)

9.1 Mi

19.8 Mi Total



5. Keep right to take I-70 E via EXIT 20A toward Indianapolis. [Map](#)

9.4 Mi

29.3 Mi Total



6. Take the IL-143 exit, EXIT 24, toward Marine / Highland. [Map](#)

0.3 Mi

29.6 Mi Total



7. Turn right onto IL-143. [Map](#)

4.1 Mi

If you reach I-70 E you've gone about 0.2 miles too far

33.7 Mi Total



8. Turn left onto IL-143 E / US-40 E. [Map](#)

0.5 Mi

IL-143 E is just past Sportsman Rd

If you are on Walnut St and reach 2nd St you've gone a little too far

34.2 Mi Total



9. Enter next roundabout and take the 1st exit onto Poplar St. [Map](#)

0.7 Mi

34.9 Mi Total



10. Turn right onto Main St. [Map](#)

0.03 Mi

If you reach Sycamore St you've gone a little too far

34.9 Mi Total



11. 1515 MAIN ST is on the right. [Map](#)

If you reach Lemon St you've gone a little too far



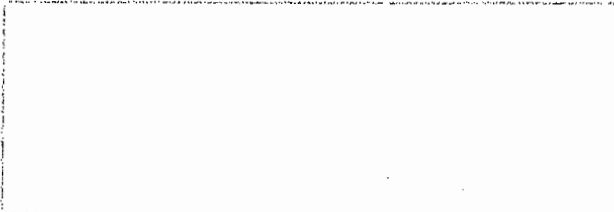
1515 Main St, Highland, IL 62249-1656



Trip to:

501 Hamacher St
Waterloo, IL 62298-1568
23.91 miles / 36 minutes

Notes



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5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going south on N Illinois St / IL-159 toward Lakeland Hills Dr. [Map](#) 0.3 Mi

0.3 Mi Total



2. Turn right onto Frank Scott Pky W. [Map](#) 8.0 Mi

Frank Scott Pky W is 0.1 miles past Winchester Pl

Pizza Hut is on the left

If you reach Beau-Gon Dr you've gone about 0.1 miles too far

8.3 Mi Total



3. Turn right onto IL-158 / Centreville Ave. Continue to follow IL-158. [Map](#) 3.4 Mi

11.7 Mi Total



4. Turn left onto S Jefferson Ave. [Map](#) 0.9 Mi

S Jefferson Ave is just past S Breese St

If you are on W Washington Ave and reach N Main St you've gone a little too far

12.6 Mi Total



5. S Jefferson Ave becomes Floraville Rd / CR-P60. [Map](#) 5.8 Mi

18.4 Mi Total



6. Turn right onto Waterloo Rd / CR-J26. Continue to follow Waterloo Rd. [Map](#) 2.4 Mi

Waterloo Rd is 0.5 miles past Celeste Estates Dr

If you reach Quirin Rd you've gone about 0.7 miles too far

20.8 Mi Total



7. Turn left onto Bohleysville Rd. [Map](#) 0.06 Mi

20.9 Mi Total



8. Bohleysville Rd becomes Floraville Rd. [Map](#) 2.9 Mi

23.7 Mi Total



9. Floraville Rd becomes Hamacher St. [Map](#) 0.2 Mi

23.9 Mi Total



10. 501 HAMACHER ST is on the right. [Map](#)

Your destination is just past Fairway Dr

If you reach Osterhage Dr you've gone a little too far



501 Hamacher St, Waterloo, IL 62298-1568



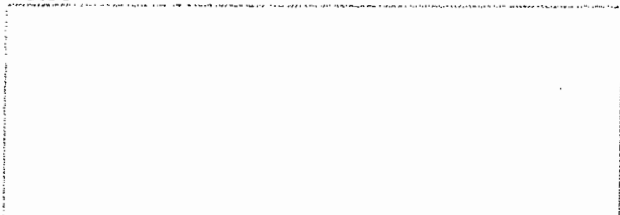
Trip to:

9515 Holy Cross Ln

Breese, IL 62230-3618

27.86 miles / 36 minutes

Notes



5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going south on N Illinois St / IL-159 toward Lakeland Hills Dr. [Map](#)

0.3 Mi

0.3 Mi Total



2. Turn left onto Frank Scott Pky E. [Map](#)

3.0 Mi

Frank Scott Pky E is 0.1 miles past Winchester Pl

3.3 Mi Total

Pizza Hut is on the left

If you reach Beau-Gon Dr you've gone about 0.1 miles too far



3. Turn left onto N Green Mount Rd / CR-R18 N. [Map](#)

0.3 Mi

N Green Mount Rd is 0.3 miles past Fountain Lakes Dr

3.6 Mi Total

If you are on Frank Scott Pky E and reach Green Mount Crossing Dr you've gone about 0.2 miles too far



4. Merge onto I-64 E / US-50 E toward Mt Vernon. [Map](#)

2.9 Mi

If you reach Pierce Blvd you've gone about 0.3 miles too far

6.5 Mi Total



5. Merge onto Air Mobility Dr / US-50 E / IL-158 E via EXIT 19B toward Carlyle. [Map](#)

1.1 Mi

7.6 Mi Total



6. Turn right onto US-50 E. [Map](#)

3.7 Mi

If you are on Scott Troy Rd and reach Rock Springs Est you've gone a little too far

11.3 Mi Total



7. Turn left onto S Madison St / IL-4 / US-50. [Map](#)

0.6 Mi

CASEYS GENERAL STORE (DISCOUNT AVAILABLE) is on the corner

12.0 Mi Total

If you are on E McAllister St and reach S Fritz St you've gone a little too far



8. Turn right onto E St Louis St / US-50. Continue to follow US-50 E. [Map](#)

15.2 Mi

US-50 E is just past E Main St

27.1 Mi Total

Mama Gustos Pizzeria is on the corner

If you are on N Madison St and reach E Center St you've gone a little too far



9. Take the ramp toward Breese / St Rose. [Map](#)

0.3 Mi

27.4 Mi Total



10. Turn left onto CR-11 N / N Walnut St. [Map](#)

0.3 Mi

27.8 Mi Total



11. Turn right onto Holy Cross Ln. [Map](#)

0.08 Mi

If you are on Jamestown Rd and reach Regency Ln you've gone about 0.2 miles too far

27.9 Mi Total

12. 9515 HOLY CROSS LN is on the left. [Map](#)



If you reach Lincoln Dr you've gone about 0.3 miles too far



9515 Holy Cross Ln, Breese, IL 62230-3618

Total Travel Estimate: 27.86 miles - about 36 minutes



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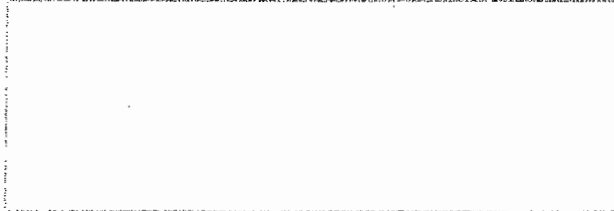
Trip to:

1212 Broadway

Highland, IL 62249-1960

28.16 miles / 38 minutes

Notes



This domain is b

The Polsinelli Shughart Communica
access to this site.

If you believe this is an error or have
please contact the Support Center b
number 4324 (848 360 4324)



5023 N Illinois St, Fairview Heights, IL 62208-3453

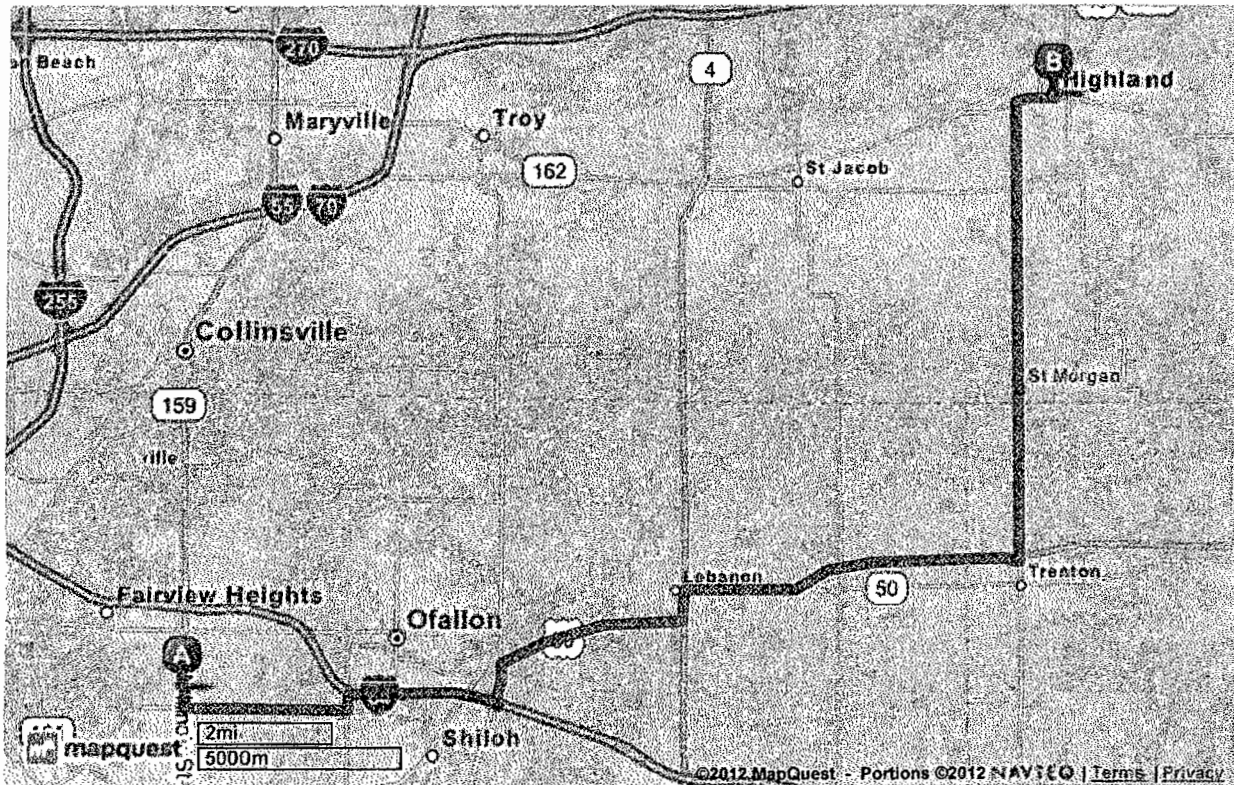
-  1. Start out going south on N Illinois St / IL-159 toward Lakeland Hills Dr. [Map](#) 0.3 Mi
0.3 Mi Total
-  2. Turn left onto Frank Scott Pky E. [Map](#) 3.0 Mi
Frank Scott Pky E is 0.1 miles past Winchester Pl
Pizza Hut is on the left
If you reach Beau-Gon Dr you've gone about 0.1 miles too far
3.3 Mi Total
-  3. Turn left onto N Green Mount Rd / CR-18 N. [Map](#) 0.3 Mi
N Green Mount Rd is 0.3 miles past Fountain Lakes Dr
If you are on Frank Scott Pky E and reach Green Mount Crossing Dr you've gone
about 0.2 miles too far
3.6 Mi Total
-  4. Merge onto I-64 E / US-50 E toward Mt Vernon. [Map](#) 2.9 Mi
If you reach Pierce Blvd you've gone about 0.3 miles too far
6.5 Mi Total
-  5. Merge onto Air Mobility Dr / US-50 E / IL-158 E via EXIT 19B toward Carlyle. [Map](#) 1.1 Mi
7.6 Mi Total
-  6. Turn right onto US-50 E. [Map](#) 3.7 Mi
If you are on Scott Troy Rd and reach Rock Springs Est you've gone a little too far
11.3 Mi Total
-  7. Turn left onto S Madison St / IL-4 / US-50. [Map](#) 0.6 Mi
CASEYS GENERAL STORE (DISCOUNT AVAILABLE) is on the corner
If you are on E McAllister St and reach S Fritz St you've gone a little too far
12.0 Mi Total
-  8. Turn right onto E St Louis St / US-50. Continue to follow US-50 E. [Map](#) 6.3 Mi
US-50 E is just past E Main St
Mama Gustos Pizzeria is on the corner
If you are on N Madison St and reach E Center St you've gone a little too far
18.3 Mi Total
-  9. Take the IL-160 ramp toward Trenton / Highland. [Map](#) 0.3 Mi
18.6 Mi Total
-  10. Turn left onto IL-160 N. [Map](#) 8.8 Mi
27.4 Mi Total
-  11. Turn right onto Broadway / IL-160. [Map](#) 0.8 Mi
If you are on Deal St and reach Monroe St you've gone a little too far
28.2 Mi Total
-  12. 1212 BROADWAY is on the right. [Map](#)

*Your destination is just past Zschokke St
If you reach Cypress St you've gone a little too far*



1212 Broadway, Highland, IL 62249-1960

Total Travel Estimate: 28.16 miles - about 38 minutes



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Trip to:

1 Saint Anthonys Way

Alton, IL 62002-4568

34.03 miles / 43 minutes

Notes



5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going north on N Illinois St / IL-159 N toward Jennifer Dr. [Map](#)

1.7 Mi

1.7 Mi Total



2. Merge onto I-64 W / US-50 W toward St. Louis. [Map](#)

4.4 Mi

6.0 Mi Total



3. Merge onto I-255 N via EXIT 7 toward Chicago. [Map](#)

11.7 Mi

17.7 Mi Total



4. I-255 N becomes IL-255 N. [Map](#)

9.7 Mi

27.4 Mi Total



5. Take the IL-111 / IL-140 exit, EXIT 10, toward Alton / Bethalto. [Map](#)

0.3 Mi

27.6 Mi Total



6. Keep left to take the ramp toward Alton. [Map](#)

0.06 Mi

27.7 Mi Total



7. Turn left onto E MacArthur Dr / IL-111 / IL-140. Continue to follow IL-140 W. [Map](#)

4.7 Mi

32.4 Mi Total



8. Stay straight to go onto College Ave. [Map](#)

1.2 Mi

33.7 Mi Total



9. Enter next roundabout and take the 1st exit onto Central Ave. [Map](#)

0.3 Mi

34.0 Mi Total



10. Turn left onto Virginia Ave. [Map](#)

0.05 Mi

34.0 Mi Total



11. Turn right onto St Anthonys Way. [Map](#)

0.01 Mi

If you reach St Francis Way you've gone about 0.1 miles too far

34.0 Mi Total

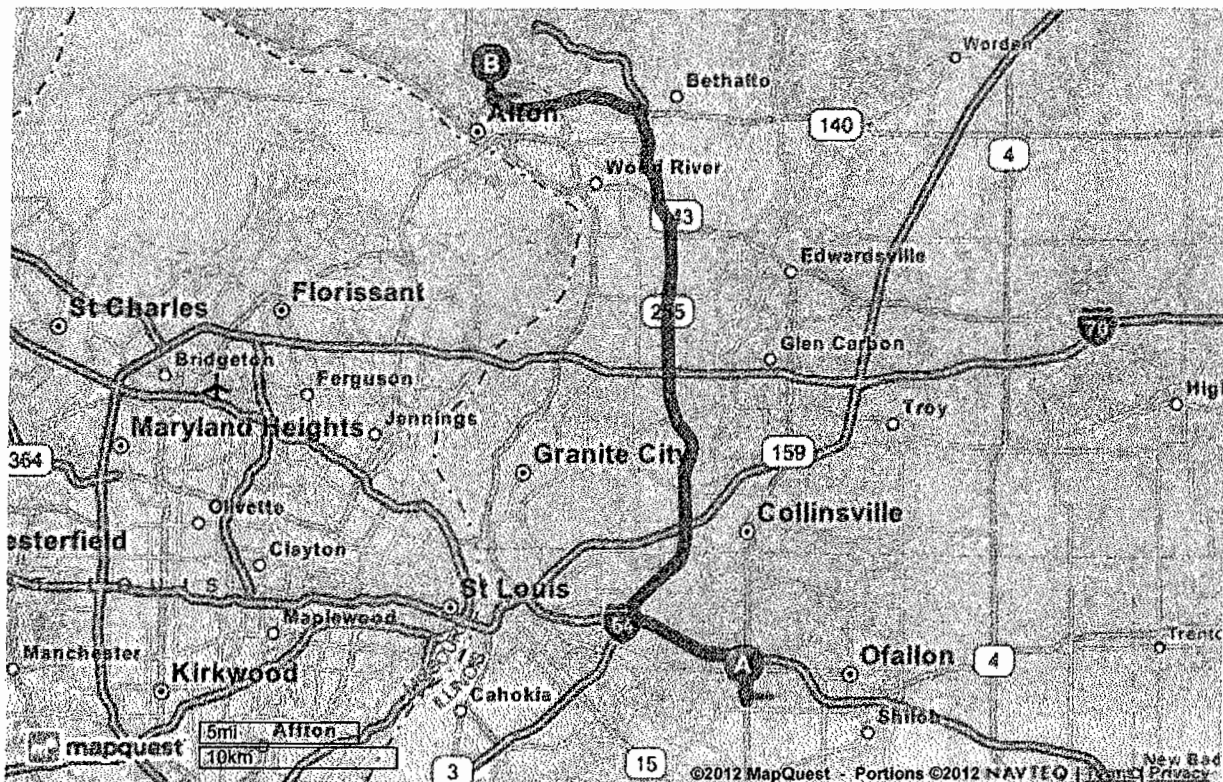


12. 1 SAINT ANTHONYS WAY. [Map](#)



1 Saint Anthonys Way, Alton, IL 62002-4568

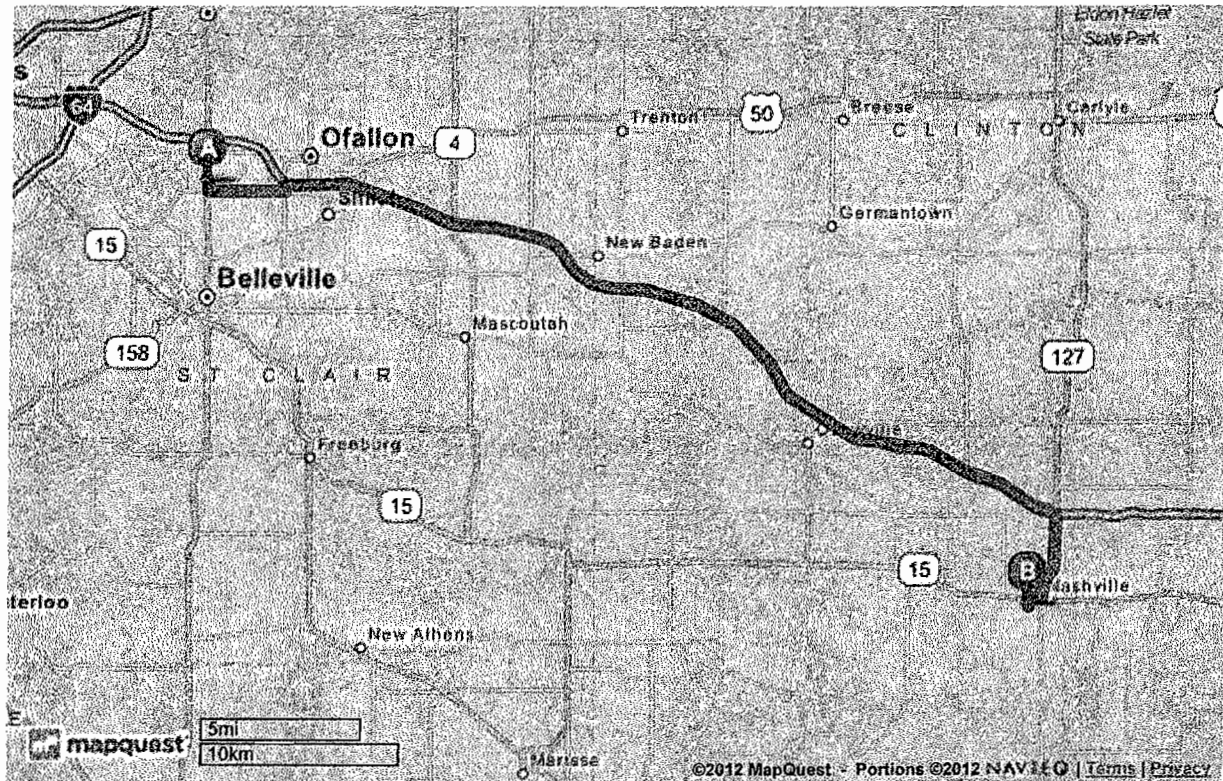
Total Travel Estimate: 34.03 miles - about 43 minutes



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Total Travel Estimate: 42.07 miles - about 47 minutes



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Trip to:

400 N Caldwell St

Staunton, IL 62088-1173

40.73 miles / 47 minutes

Notes



This domain is b

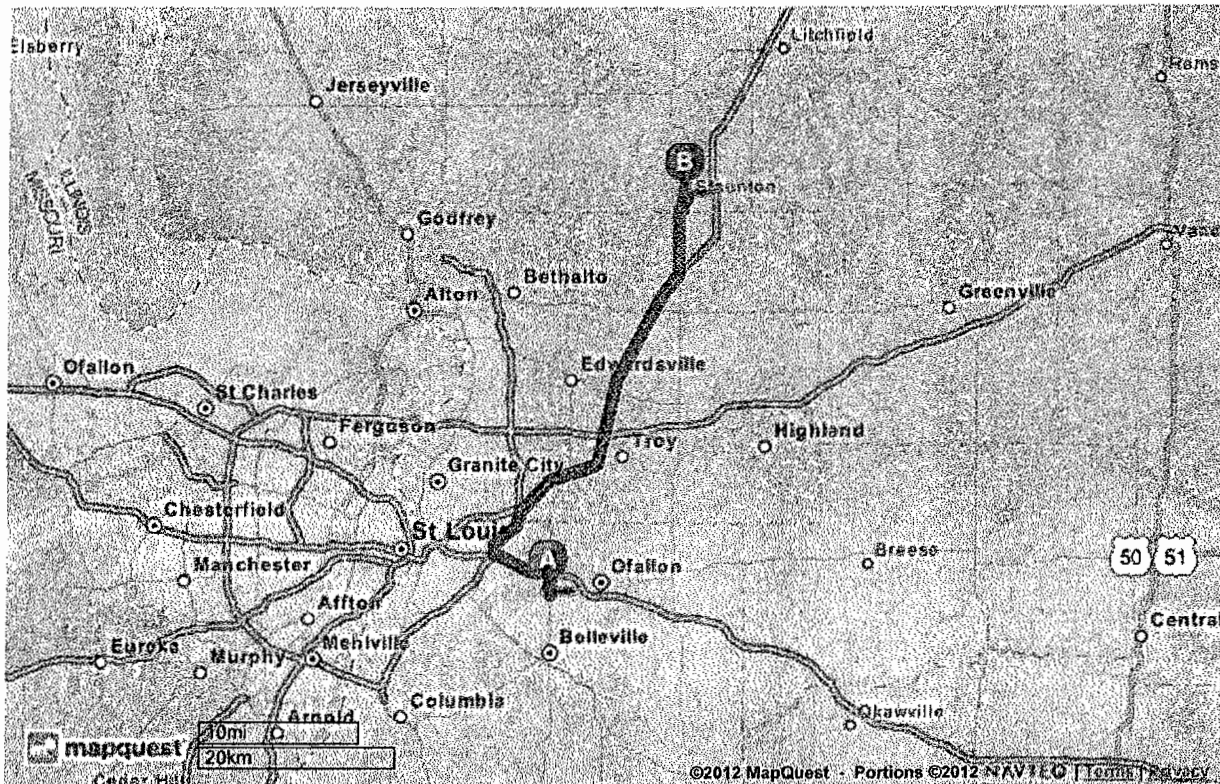
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extension 4324 (846 360 4324)

5023 N Illinois St, Fairview Heights, IL 62208-3453

- | | | |
|--|--|---------------|
| | 1. Start out going north on N Illinois St / IL-159 N toward Jennifer Dr. Map | 1.7 Mi |
| | | 1.7 Mi Total |
| | 2. Merge onto I-64 W / US-50 W toward St. Louis. Map | 4.4 Mi |
| | | 6.0 Mi Total |
| | 3. Merge onto I-255 N via EXIT 7 toward Chicago. Map | 4.7 Mi |
| | | 10.8 Mi Total |
| | 4. Merge onto I-55 N via EXIT 25A toward Chicago / Indianapolis. Map | 23.3 Mi |
| | | 34.0 Mi Total |
| | 5. Take the IL-4 exit, EXIT 33, toward Staunton / Lebanon. Map | 0.2 Mi |
| | | 34.3 Mi Total |
| | 6. Turn left onto IL-4 N. Map | 5.9 Mi |
| | | 40.1 Mi Total |
| | 7. Turn right onto W Pearl St / IL-4. Map | 0.3 Mi |
| | | 40.4 Mi Total |
| | 8. Turn left onto S Hibbard St / IL-4. Map
<i>S Hibbard St is just past S Huston St
If you reach S Edwardsville St you've gone a little too far</i> | 0.1 Mi |
| | | 40.5 Mi Total |
| | 9. Turn right onto W North St / IL-4. Map | 0.03 Mi |
| | | 40.6 Mi Total |
| | 10. Take the 1st left onto N Edwardsville St / IL-4. Map | 0.1 Mi |
| | | 40.7 Mi Total |
| | 11. Take the 2nd right onto W Olive St. Map
<i>W Olive St is just past Macoupin St
If you reach W Pennsylvania St you've gone a little too far</i> | 0.04 Mi |
| | | 40.7 Mi Total |
| | 12. Turn left onto N Caldwell St. Map | 0.01 Mi |
| | | 40.7 Mi Total |
| | 13. 400 N CALDWELL ST is on the right. Map
<i>If you reach W Pennsylvania St you've gone a little too far</i> | |
| | 400 N Caldwell St, Staunton, IL 62088-1173 | |

Total Travel Estimate: 40.73 miles - about 47 minutes



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Trip to:

200 Health Care Dr

Greenville, IL 62246-1154

52.36 miles / 58 minutes

Notes



5023 N Illinois St, Fairview Heights, IL 62208-3453

-  1. Start out going north on N Illinois St / IL-159 N toward Jennifer Dr. [Map](#) 1.7 Mi
1.7 Mi Total
-  2. Merge onto I-64 W / US-50 W toward St. Louis. [Map](#) 4.4 Mi
6.0 Mi Total
-  3. Merge onto I-255 N via EXIT 7 toward Chicago. [Map](#) 4.7 Mi
10.8 Mi Total
-  4. Merge onto I-55 N / I-70 E via EXIT 25A toward Chicago / Indianapolis. [Map](#) 9.1 Mi
19.8 Mi Total
-  5. Keep right to take I-70 E via EXIT 20A toward Indianapolis. [Map](#) 26.8 Mi
46.6 Mi Total
-  6. Take EXIT 41 toward Greenville. [Map](#) 0.3 Mi
46.9 Mi Total
-  7. Turn left onto CR-17 / Millersburg Rd. [Map](#) 0.2 Mi
47.1 Mi Total
-  8. Turn right onto US-40 E. [Map](#) 2.3 Mi
49.4 Mi Total
-  9. Turn left onto S 4th St / Dudleyville Rd. Continue to follow S 4th St. [Map](#) 1.0 Mi
50.4 Mi Total

If you reach S Elm St you've gone about 0.5 miles too far
-  10. Turn right onto W Franklin Ave. [Map](#) 0.06 Mi
50.5 Mi Total

*W Franklin Ave is just past Louis Latzer Dr
If you reach W Willard St you've gone a little too far*
-  11. Take the 1st left onto S 3rd St. [Map](#) 0.6 Mi
51.0 Mi Total
-  12. Turn left onto W College Ave / IL-127. Continue to follow IL-127. [Map](#) 0.5 Mi
51.6 Mi Total

*IL-127 is just past W Main St
Dairy Queen is on the corner
If you reach W Oak St you've gone a little too far*
-  13. Turn right onto IL-140. [Map](#) 0.7 Mi
52.2 Mi Total

*IL-140 is 0.1 miles past Mill Hill Rd
If you are on Hazel Dell Rd and reach Branch Rd you've gone about 0.3 miles too far*



14. Take the 1st left onto **Grigg St.** [Map](#)

0.09 Mi

If you reach N Elm St you've gone a little too far

52.3 Mi Total



15. Grigg St becomes **Health Care Dr.** [Map](#)

0.04 Mi

52.4 Mi Total



16. **200 HEALTH CARE DR** is on the right. [Map](#)

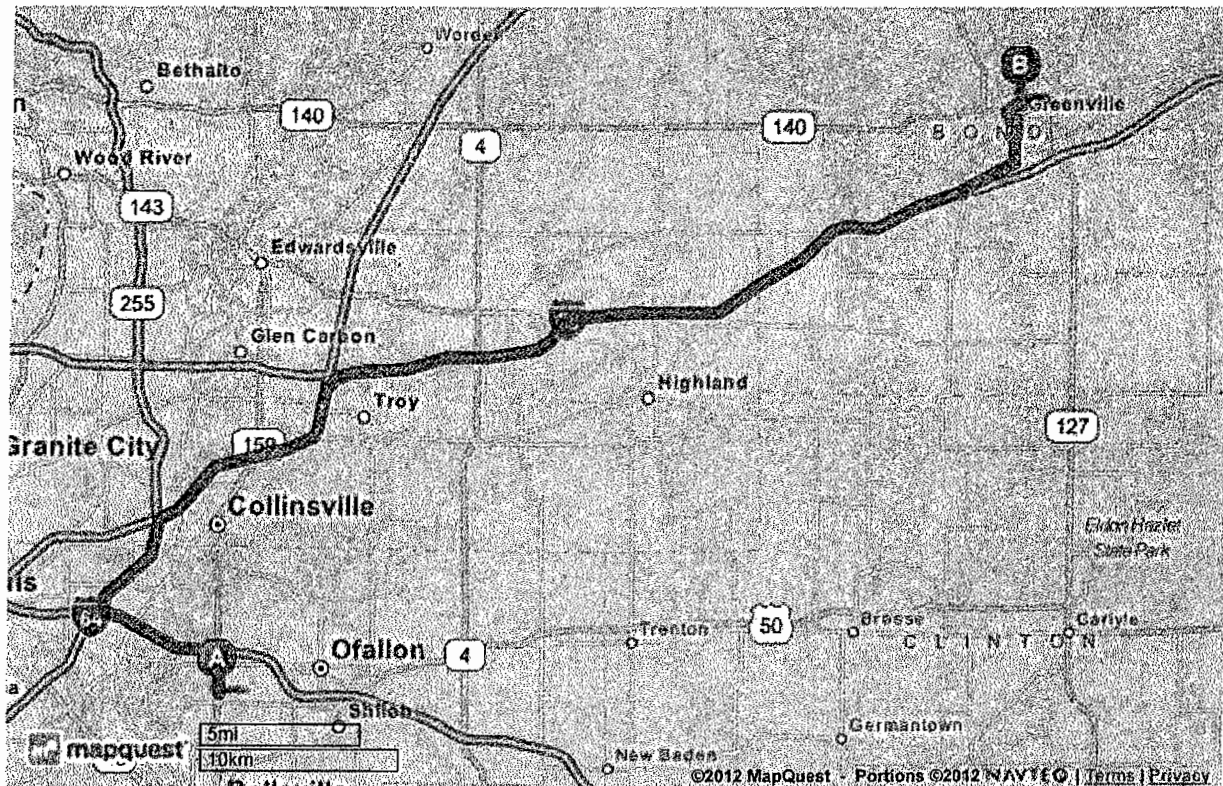
Your destination is just past Honey Locust Ln

If you reach the end of Health Care Dr you've gone a little too far



200 Health Care Dr, Greenville, IL 62246-1154

Total Travel Estimate: 52.36 miles - about 58 minutes



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Trip to:

818 E Broadway St

Sparta, IL 62286-1820

45.25 miles / 1 hour

Notes



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4334 4345 330 4334



5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going south on N Illinois St / IL-159 toward Lakeland Hills Dr. [Map](#)

0.3 Mi

0.3 Mi Total



2. Turn left onto Frank Scott Pky E. [Map](#)

3.0 Mi

3.3 Mi Total

Frank Scott Pky E is 0.1 miles past Winchester Pl

Pizza Hut is on the left

If you reach Beau-Gon Dr you've gone about 0.1 miles too far



3. Turn left onto N Green Mount Rd / CR-R18 N. [Map](#)

0.3 Mi

3.6 Mi Total

N Green Mount Rd is 0.3 miles past Fountain Lakes Dr

If you are on Frank Scott Pky E and reach Green Mount Crossing Dr you've gone about 0.2 miles too far



4. Merge onto I-64 E toward Mt Vernon. [Map](#)

6.6 Mi

10.2 Mi Total

If you reach Pierce Blvd you've gone about 0.3 miles too far



5. Take the IL-4 exit, EXIT 23, toward Mascoutah / Lebanon. [Map](#)

0.4 Mi

10.6 Mi Total



6. Merge onto IL-4 S toward Mascoutah / Midamerica Airport. [Map](#)

12.3 Mi

22.9 Mi Total



7. Turn left onto W Main Ave / IL-4 / IL-15. Continue to follow IL-4. [Map](#)

10.9 Mi

33.8 Mi Total

IL-4 is just past W Washington Ave

If you are on S 3rd St and reach W Pulliam Ave you've gone a little too far



8. Turn slight left onto Mud Creek Rd. [Map](#)

2.5 Mi

36.3 Mi Total

Mud Creek Rd is 0.1 miles past Lehr Rd



9. Turn left onto IL-13 E / IL-4 S. Continue to follow IL-4 S. [Map](#)

8.3 Mi

44.7 Mi Total



10. Turn left onto E Broadway St / IL-154. [Map](#)

0.6 Mi

45.3 Mi Total

E Broadway St is just past E Main St

Regions Bank is on the corner

If you reach W Jackson St you've gone a little too far



11. 818 E BROADWAY ST is on the right. [Map](#)

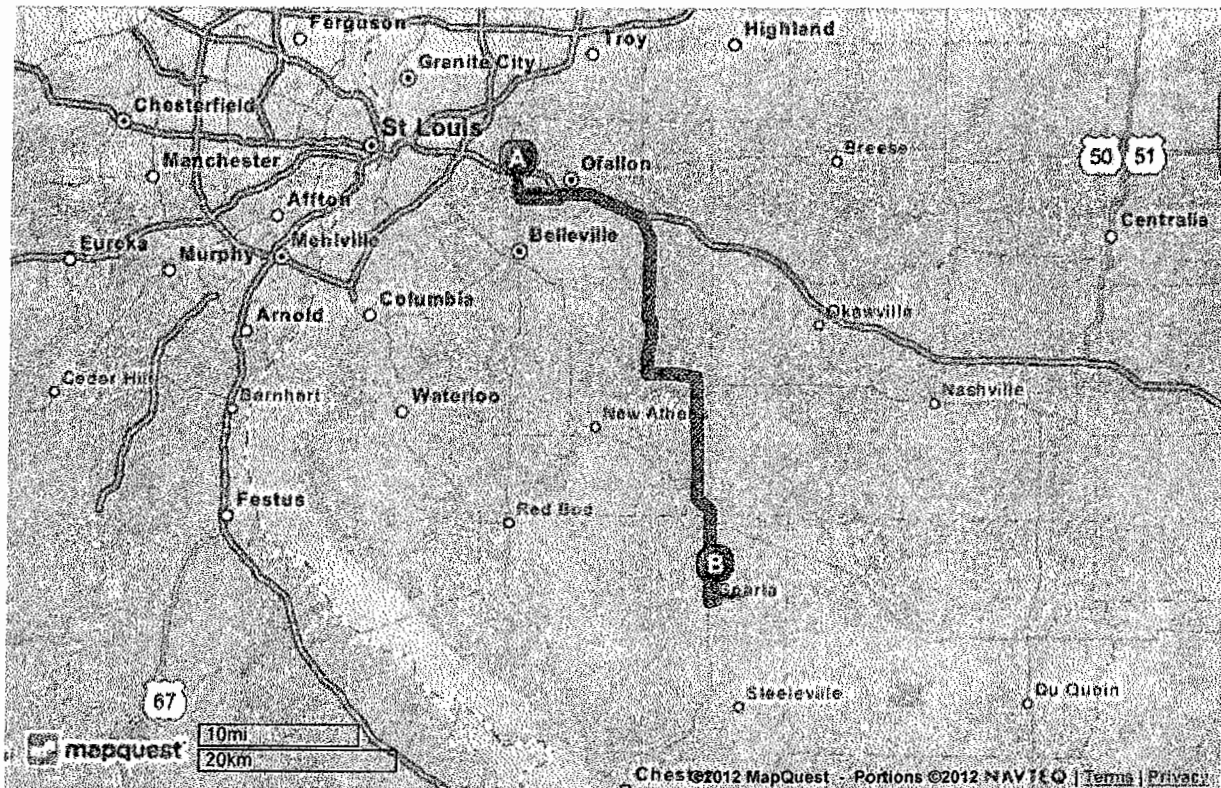
Your destination is just past S Locust St

If you reach S Burns Ave you've gone a little too far



818 E Broadway St, Sparta, IL 62286-1820

Total Travel Estimate: 45.25 miles - about 1 hour



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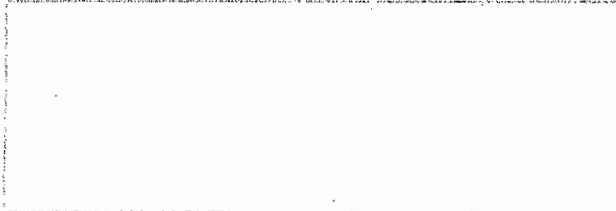




Trip to:

325 W Lincoln St
Belleville, IL 62220-1921
4.73 miles / 10 minutes

Notes



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exterior 1234 (616 260 1234)



5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going south on N Illinois St / IL-159 toward Lakeland Hills Dr. [Map](#) **4.3 Mi**
4.3 Mi Total



2. Enter next roundabout and take the 2nd exit onto S Illinois St / IL-159. [Map](#) **0.2 Mi**
4.4 Mi Total



3. Turn right onto W Lincoln St. [Map](#) **0.3 Mi**
If you reach W Harrison St you've gone a little too far 4.7 Mi Total

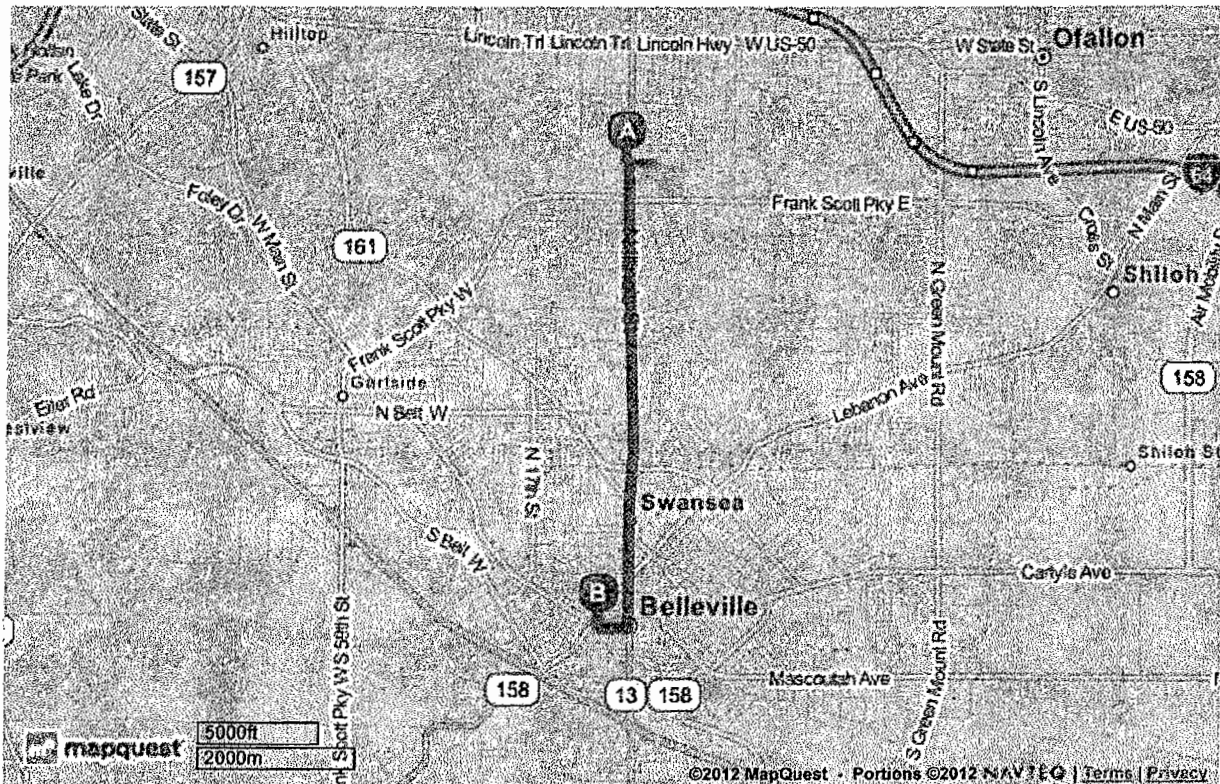


4. **325 W LINCOLN ST** is on the right. [Map](#)
Your destination is just past S 3rd St
If you reach Centreville Ave you've gone about 0.1 miles too far



325 W Lincoln St, Belleville, IL 62220-1921

Total Travel Estimate: 4.73 miles - about 10 minutes



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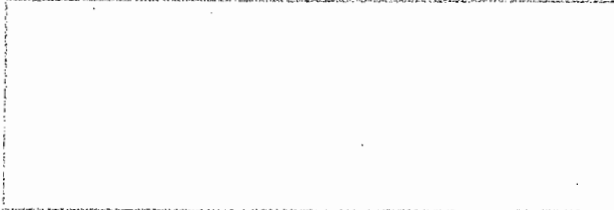
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Trip to:

2809 N Center St
Maryville, IL 62062-5627
17.70 miles / 22 minutes

Notes



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access to this site.

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please contact the Support Center b
extension 4224 (848 260 4224)



5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going north on N Illinois St / IL-159 N toward Jennifer Dr. [Map](#)

1.7 Mi

1.7 Mi Total



2. Merge onto I-64 W / US-50 W toward St. Louis. [Map](#)

4.4 Mi

6.0 Mi Total



3. Merge onto I-255 N via EXIT 7 toward Chicago. [Map](#)

4.7 Mi

10.8 Mi Total



4. Merge onto I-55 N / I-70 E / US-40 E via EXIT 25A toward Chicago / Indianapolis. [Map](#)

5.0 Mi

15.7 Mi Total



5. Merge onto IL-159 N via EXIT 15B toward Maryville. [Map](#)

2.0 Mi

17.7 Mi Total



6. 2809 N CENTER ST is on the left. [Map](#)

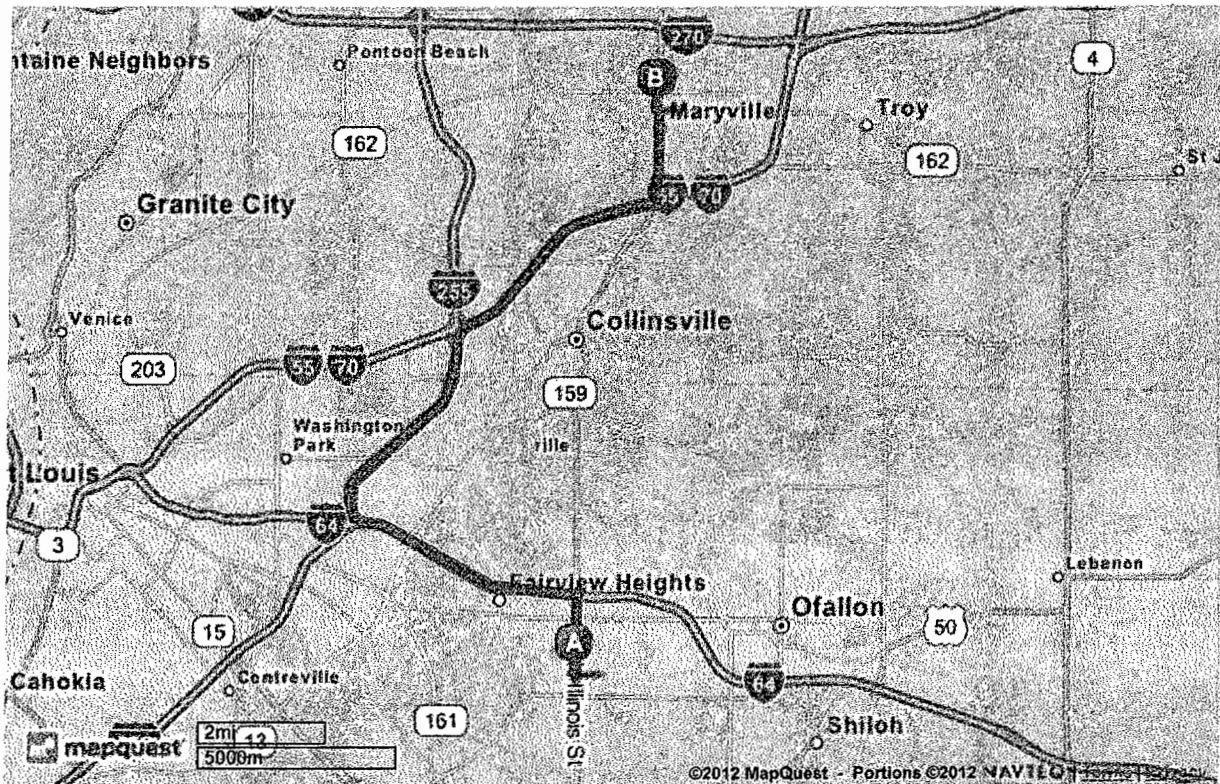
Your destination is just past Vadalabene Dr

If you reach Bauer Ln you've gone a little too far



2809 N Center St, Maryville, IL 62062-5627

Total Travel Estimate: 17.70 miles - about 22 minutes



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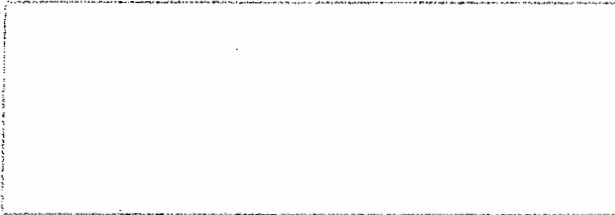
Trip to:

501 Hamacher St

Waterloo, IL 62298-1568

23.91 miles / 36 minutes

Notes



5023 N Illinois St, Fairview Heights, IL 62208-3453



1. Start out going south on **N Illinois St / IL-159** toward **Lakeland Hills Dr.** [Map](#)

0.3 Mi

0.3 Mi Total



2. Turn **right** onto **Frank Scott Pky W.** [Map](#)

8.0 Mi

8.3 Mi Total

Frank Scott Pky W is 0.1 miles past Winchester Pl

Pizza Hut is on the left

If you reach Beau-Gon Dr you've gone about 0.1 miles too far



3. Turn **right** onto **IL-158 / Centreville Ave.** Continue to follow **IL-158.** [Map](#)

3.4 Mi

11.7 Mi Total



4. Turn **left** onto **S Jefferson Ave.** [Map](#)

0.9 Mi

12.6 Mi Total

S Jefferson Ave is just past S Breese St

If you are on W Washington Ave and reach N Main St you've gone a little too far



5. **S Jefferson Ave** becomes **Floraville Rd / CR-P60.** [Map](#)

5.8 Mi

18.4 Mi Total



6. Turn **right** onto **Waterloo Rd / CR-J26.** Continue to follow **Waterloo Rd.** [Map](#)

2.4 Mi

20.8 Mi Total

Waterloo Rd is 0.5 miles past Celeste Estates Dr

If you reach Quirin Rd you've gone about 0.7 miles too far



7. Turn **left** onto **Bohleysville Rd.** [Map](#)

0.06 Mi

20.9 Mi Total



8. **Bohleysville Rd** becomes **Floraville Rd.** [Map](#)

2.9 Mi

23.7 Mi Total



9. **Floraville Rd** becomes **Hamacher St.** [Map](#)

0.2 Mi

23.9 Mi Total



10. **501 HAMACHER ST** is on the **right.** [Map](#)

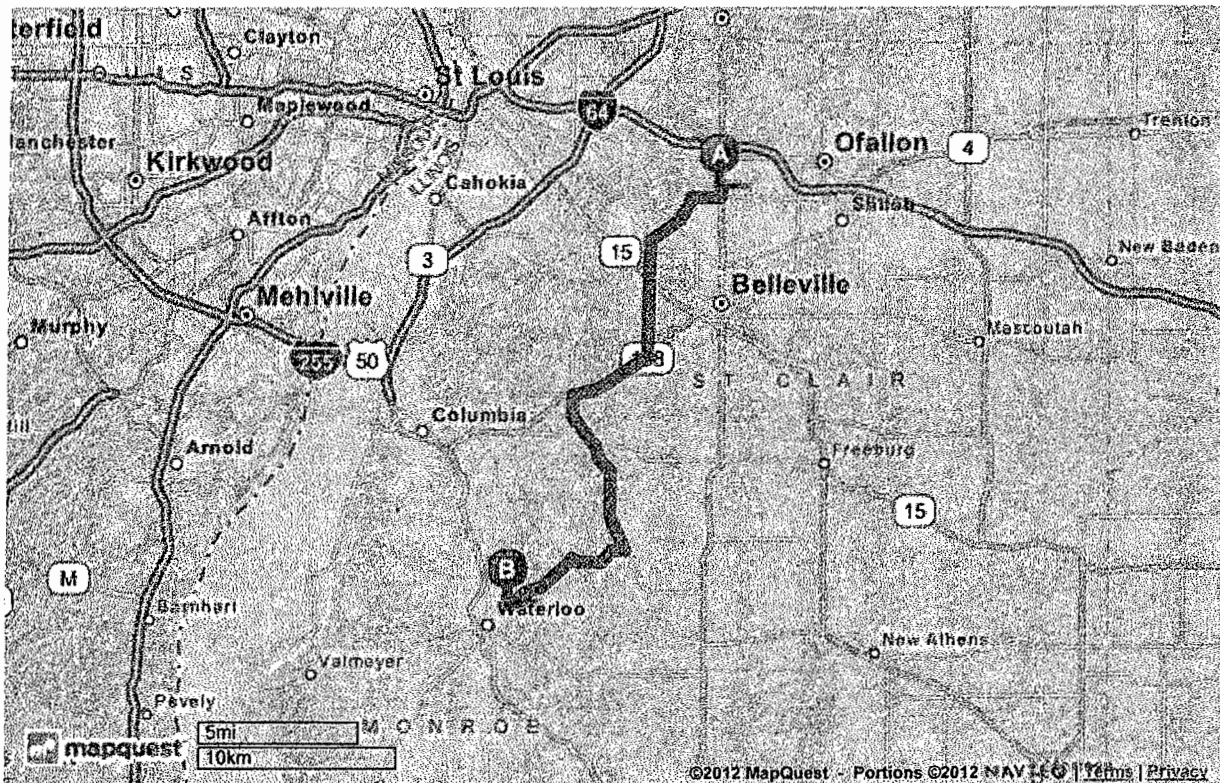
Your destination is just past Fairway Dr

If you reach Osterhage Dr you've gone a little too far



501 Hamacher St, Waterloo, IL 62298-1568

Total Travel Estimate: 23.91 miles - about 36 minutes



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Appendix 4
Registered Mail Receipts

Copies of the registered mail receipts are attached at Appendix 4.

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

7196 9008 9111 1499 8421

Label #1

Mark Klosterman
Chief Executive Officer
St. Joseph's Hospital
9515 Holy Cross Lane
Breese, IL 62230

Label #2

Mark Klosterman
Chief Executive Officer
St. Joseph's Hospital
9515 Holy Cross Lane
Breese, IL 62230

Label #3

TEAR ALONG THIS LINE

TO: Mark Klosterman
Chief Executive Officer
St. Joseph's Hospital
9515 Holy Cross Lane
Breese, IL 62230

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	2.95
	Return Receipt Fee	2.35
	Restricted Delivery	
	Total Postage & Fees	

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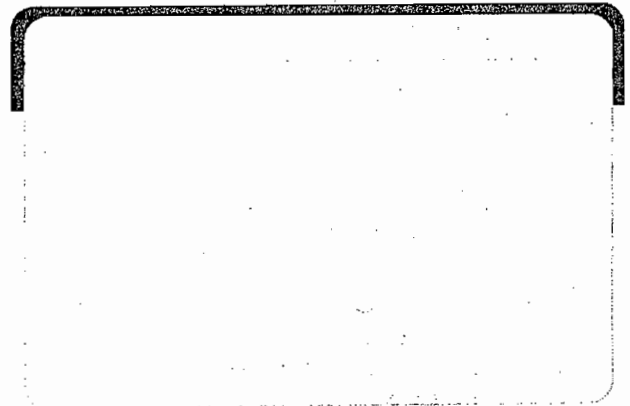
Label #5

Mark Klosterman
Chief Executive Officer
St. Joseph's Hospital
9515 Holy Cross Lane
Breese, IL 62230

Charge
Amount: 072616-448922

Charge
To:

Label #6



Label #4

Certified Article Number

7196 9008 9111 1499 8421

SENDER'S RECORD

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ III

U.S. PAT. NO. 5,501,393

7196 9008 9111 1499 8414

Label #1

Label #2

Label #3

Johnny Watkins
Director & CFO
St. Joseph's Hospital
1515 Main Street
Highland, IL 62249

← TEAR ALONG THIS LINE

TO: Johnny Watkins
Director & CFO
St. Joseph's Hospital
1515 Main Street
Highland, IL 62249

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	2.95
	Return Receipt Fee	2.35
	Restricted Delivery	
	Total Postage & Fees	

US Postal Service®

POSTMARK OR DATE

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Johnny Watkins
Director & CFO
St. Joseph's Hospital
1515 Main Street
Highland, IL 62249

Label #6

Label #4

Certified Article Number

7196 9008 9111 1499 8414

SENDER'S RECORD

Charge
Amount: 072616-448922

Charge
To:

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

7196 9008 9111 1499 8407

Label #1

Label #2

Label #3

Maryann Reese, President
St. Elizabeth Hospital
211 South 3rd Street
Belleville, IL 62220

TEAR ALONG THIS LINE

TO: Maryann Reese, President
St. Elizabeth Hospital
211 South 3rd Street
Belleville, IL 62220

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

PS Form 3800, January 2005

RETURN RECEIPT SERVICE	Postage	
	Certified Fee	2.95
	Return Receipt Fee	2.35
	Restricted Delivery	
Total Postage & Fees		

US Postal Service®

POSTMARK OR DATE

**Receipt for
Certified Mail™**

No Insurance Coverage Provided
Do Not Use for International Mail

A FOLD AND TEAR THIS WAY → OPTIONAL

B

Label #5

Maryann Reese, President
St. Elizabeth Hospital
211 South 3rd Street
Belleville, IL 62220

Label #6

Charge
Amount: 072616-448922

Charge
To:

Label #4

Certified Article Number

7196 9008 9111 1499 8407

SENDER'S RECORD

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ 1 1/2"

U.S. PAT. NO. 5,501,393

7176 7008 7111 1499 8391

Label #1

Label #2

Label #3

Mark Turner, President
Saint Anthony's Hospital
1 Saint Anthonys Way
Alton, IL 62002

← TEAR ALONG THIS LINE

TO: Mark Turner, President
Saint Anthony's Hospital
1 Saint Anthonys Way
Alton, IL 62002

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

PS Form 3800, January 2005

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B

Label #5

Mark Turner, President
Saint Anthony's Hospital
1 Saint Anthonys Way
Alton, IL 62002

Charge
Amount: 072616-448922

Charge
To:

Label #6

Label #4

Certified Article Number

7176 7008 7111 1499 8391

SENDER'S RECORD

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U.S. PAT. NO. 5,501,393

7196 9008 9111 1499 7820

TO: Mark Turner, President
Memorial Hospital East
Shiloh, IL 62221

Label #1

Mark Turner, President
Memorial Hospital East
Shiloh, IL 62221

Label #2

Label #3

TEAR ALONG THIS LINE

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

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Label #5

Mark Turner, President
Memorial Hospital East
Shiloh, IL 62221

Charge
Amount: 072616-448922

Charge
To:

Label #6

Label #4

Certified Article Number

7196 9008 9111 1499 7820

SENDER'S RECORD

FROM

WALZ 1971

U.S. PAT. NO. 5,501,393

בשם ה' אלהינו

Label #1

Label #2

Label #3

TO: Mark Turner, President
Memorial Hospital
4500 Memorial Drive
Belleville, IL 62226

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

PS Form 3800, January 2005

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Label #5

Mark Turner, President
Memorial Hospital
4500 Memorial Drive
Belleville, IL 62226

Label #6

Label #4

Certified Article Number

7196 9008 9111 1499 7813

SENDER'S RECORD

Charge Amount: 072616-448922

Charge
To:

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ™

U.S. PAT. NO. 5,501,393

7 1 1 6 9 0 0 6 9 1 1 1 1 4 9 9 7 8 0 6

Label #1

Mark Bethell
Chief Executive Officer
Gateway Regional Medical Center
2100 Madison Avenue
Granite City, IL 62040

Label #2

Label #3

TEAR ALONG THIS LINE

TO: Mark Bethell
Chief Executive Officer
Gateway Regional Medical Center
2100 Madison Avenue
Granite City, IL 62040

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

PS Form 3900, January 2005

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Label #5

Mark Bethell
Chief Executive Officer
Gateway Regional Medical Center
2100 Madison Avenue
Granite City, IL 62040

Charge
Amount: 072616-448922

Charge
To:

Label #6

Label #4

Certified Article Number

7 1 1 6 9 0 0 6 9 1 1 1 1 4 9 9 7 8 0 6

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U.S. PAT. NO. 5,501,393

7196 9008 9111 1499 7790

Label #1

Label #2

Label #3

Keith A. Page, President
Anderson Hospital
6800 State Rt. 162
Maryville, IL 62062

TO: Keith A. Page, President
Anderson Hospital
6800 State Rt. 162
Maryville, IL 62062

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

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B

Label #5

Keith A. Page, President
Anderson Hospital
6800 State Rt. 162
Maryville, IL 62062

Charge
Amount: 072616-448922

Charge
To:

Label #6

Label #4

Certified Article Number

7196 9008 9111 1499 7790

SENDER'S RECORD

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FROM

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U.S. PAT. NO. 5,501,393

7196 9008 9111 1499 7783

Label #1

Label #2

Label #3

David Braasch, President
Alton Memorial Hospital
One Memorial Drive
Alton, IL 62002

TO: David Braasch, President
Alton Memorial Hospital
One Memorial Drive
Alton, IL 62002

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

TEAR ALONG THIS LINE

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B

Label #5

David Braasch, President
Alton Memorial Hospital
One Memorial Drive
Alton, IL 62002

Label #6

Charge
Amount: 072616-448922

Charge
To:

Label #4

Certified Article Number

7196 9008 9111 1499 7783

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U.S. PAT. NO. 5,501,393

7196 9008 9111 1499 7769

Label #1

Label #2

Label #3

Beverly LeMaster
Physician's Surgical Center, Ltd.
311 West Lincoln Street
Belleville, IL 62220

TEAR ALONG THIS LINE

TO: Beverly LeMaster
Physician's Surgical Center, Ltd.
311 West Lincoln Street
Belleville, IL 62220

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

PS Form 3800, January 2005

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B

Label #5

Beverly LeMaster
Physician's Surgical Center, Ltd.
311 West Lincoln Street
Belleville, IL 62220

Label #6

Charge
Amount: 072616-448922

Charge
To:

Label #4

Certified Article Number

7196 9008 9111 1499 7769

SENDER'S RECORD

THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ IM

U.S. PAT. NO. 5,501,393

7585 1477 1111 0008 7671

Label #1

Label #2

Label #3

Nicole Will
COT
Novamed Eye Surgery Center of
Maryville
12 Professional Park Dr.
Maryville, IL 62062

← TEAR ALONG THIS LINE

TO: Nicole Will
COT
Novamed Eye Surgery Center of
Maryville
12 Professional Park Dr.
Maryville, IL 62062

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

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B

Label #5

Nicole Will
COT
Novamed Eye Surgery Center of
Maryville
12 Professional Park Dr.
Maryville, IL 62062

Label #6

Label #4

Certified Article Number

7585 1477 1111 0008 9006 1971

SENDER'S RECORD

Charge
Amount: 072616-448922

Charge
To:

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FROM

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U.S. PAT. NO. 5,501,393

7196 9008 9111 1499 8445

Label #1

Label #2

Label #3

David R. Horace
Administrator
Bel-Clair Amb. Surgical Center
325 West Lincoln Street
Belleville, IL 62220

TO: David R. Horace
Administrator
Bel-Clair Amb. Surgical Center
325 West Lincoln Street
Belleville, IL 62220

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

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Label #5

David R. Horace
Administrator
Bel-Clair Amb. Surgical Center
325 West Lincoln Street
Belleville, IL 62220

Charge
Amount: 072616-448922

Charge
To:

Label #6

Label #4

Certified Article Number

7196 9008 9111 1499 8445

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FROM **WALZ** IM

U.S. PAT. NO. 5,501,393

7196 9008 9111 1499 8452

Label #1

Label #2

David R. Horace, Administrator
Chang's Medical Arts Surgi-Center
2809 North Center Street
Maryville, IL 62062

Label #3

TEAR ALONG THIS LINE

TO: David R. Horace, Administrator
Chang's Medical Arts Surgi-Center
2809 North Center Street
Maryville, IL 62062

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

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Label #5

David R. Horace, Administrator
Chang's Medical Arts Surgi-Center
2809 North Center Street
Maryville, IL 62062

Charge
Amount: 072616-448922

Charge
To:

Label #6

Label #4

Certified Article Number

7196 9008 9111 1499 8452

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U.S. PAT. NO. 5,501,393

7196 9008 9111 1499 8872

Label #1

Label #2

Michelle Looney
Director of Operations
Foot Surgical Center
4901 W Main St.
Belleville, IL 62220

Label #3

TO: Michelle Looney
Director of Operations
Foot Surgical Center
4901 W Main St.
Belleville, IL 62220

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

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3

Label #5

Michelle Looney
Director of Operations
Foot Surgical Center
4901 W Main St.
Belleville, IL 62220

Charge Amount: 072616-448922

Charge To:

Label #6

Label #4

Certified Article Number

7196 9008 9111 1499 8872

SENDER'S RECORD

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CERTIFIED
MAILER™

FROM

WALZ IM

U.S. PAT. NO. 5,501,393

1 1 1 6 1 0 0 0 1 1 1 1 1 4 7 7 7 5 7 0

Label #1

Handwritten address and return address in Label #1

Label #2

Sheila Nolan
Administrator
Monroe County Surgical Center
501 Hamacher Street
Waterloo, IL 62298

Label #3

Blank area for Label #3

TO: Sheila Nolan
Administrator
Monroe County Surgical Center
501 Hamacher Street
Waterloo, IL 62298

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

PS Form 3800, January 2005

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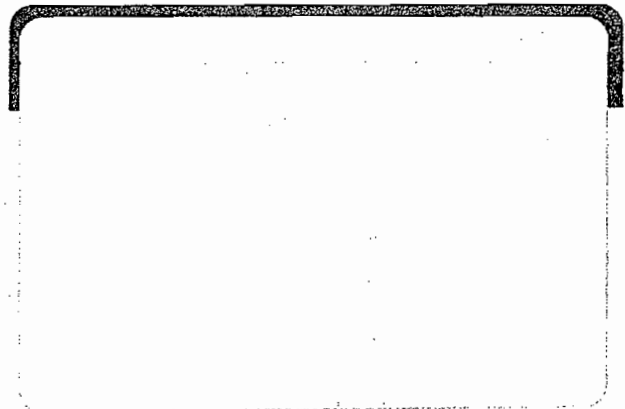
Label #5

Sheila Nolan
Administrator
Monroe County Surgical Center
501 Hamacher Street
Waterloo, IL 62298

Charge
Amount: 072616-448922

Charge
To:

Label #6



Label #4

Certified Article Number

7196 9008 9111 1499 7578

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FROM

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U.S. PAT. NO. 5,501,393

7196 9008 9111 1499 7561

Label #1

Nancy S. Mueth
Administrator
Illinois Eye Surgeons Cataract
12 Professional Park Drive
Maryville, IL 62226

Label #2

Label #3

TEAR ALONG THIS LINE

TO: Nancy S. Mueth
Administrator
Illinois Eye Surgeons Cataract
12 Professional Park Drive
Maryville, IL 62226

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

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Label #5

Nancy S. Mueth
Administrator
Illinois Eye Surgeons Cataract
12 Professional Park Drive
Maryville, IL 62226

Charge
Amount: 072616-448922

Charge
To:

Label #6

Label #4

Certified Article Number

7196 9008 9111 1499 7561

SENDER'S RECORD

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CERTIFIED
MAILER™

FROM

WALZ

U.S. PAT. NO. 5,501,393

7196 9008 9111 1499 7554

Label #1

Label #2

Label #3

Sally Burgess
Executive Director
Hope Clinic For Women Ltd.
1602 21st Street
Granite City, ILO 62040

← TEAR ALONG THIS LINE

TO: Sally Burgess
Executive Director
Hope Clinic For Women Ltd.
1602 21st Street
Granite City, ILO 62040

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

PS Form 3800, January 2005

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B

Label #5

Sally Burgess
Executive Director
Hope Clinic For Women Ltd.
1602 21st Street
Granite City, ILO 62040

Label #6

Charge
Amount:

Charge
To: 072616-448922

Label #4

Certified Article Number

7196 9008 9111 1499 7554

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U.S. PAT. NO. 5,501,393

7176 9008 9111 1499 7547

Label #1

Label #2

Label #3

Michelle Looney Director of Operations
Highland Ambulatory Surgical Center
1212 Broadway Suite B
Highland, IL 60035

← TEAR ALONG THIS LINE

TO: Michelle Looney Director of Operations
Highland Ambulatory Surgical Center
1212 Broadway Suite B
Highland, IL 60035

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

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B

Label #5

Michelle Looney Director of Operations
Highland Ambulatory Surgical Center
1212 Broadway Suite B
Highland, IL 60035

Charge
Amount: 072616-448922

Charge
To:

Label #6

Label #4

Certified Article Number

7176 9008 9111 1499 7547

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THE
WALZ
CERTIFIED
MAILER™

FROM

WALZ IM

U.S. PAT. NO. 5,501,393

1477 7523 1477 7523

Label #1

Label #2

Label #3

Michelle Looney
Director of Operations
Edwardsville Ambulatory Surgery
Center
12 Ginger Creek Parkway
Glen Carbon, IL 62034

← TEAR ALONG THIS LINE

TO: Michelle Looney
Director of Operations
Edwardsville Ambulatory Surgery
Center
12 Ginger Creek Parkway
Glen Carbon, IL 62034

SENDER: Joseph Van Leer

REFERENCE: 072616-448922

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B

Label #5

Michelle Looney
Director of Operations
Edwardsville Ambulatory Surgery
Center
12 Ginger Creek Parkway
Glen Carbon, IL 62034

Label #6

Charge
Amount: 072616-448922

Charge
To:

Label #4

Certified Article Number

7196 9008 9111 1499 7523

SENDER'S RECORD