

19-009

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ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMITHEALTH FACILITIES &
SERVICES REVIEW BOARD

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

ORIGINAL

Facility/Project Identification

Facility Name:	Riverside Ambulatory Surgery Center, L.L.C.		
Street Address:	300 Riverside Drive		
City and Zip Code:	Bourbonnais 60914		
County:	Kankakee	Health Service Area:	009
		Health Planning Area:	091

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name:	Riverside Ambulatory Surgery Center, L.L.C.
Street Address:	300 Riverside Drive
City and Zip Code:	Bourbonnais 60914
Name of Registered Agent:	Kyle E. Benoit
Registered Agent Street Address:	350 N. Wall Street
Registered Agent City and Zip Code:	Kankakee 60901
Name of Chief Executive Officer:	Jerome Swale, M.D. (President/Chairman)
CEO Street Address:	352 Brown Boulevard
CEO City and Zip Code:	Bourbonnais 60914
CEO Telephone Number:	815-932-2020

Type of Ownership of Applicants

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

- Corporations and limited liability companies must provide an Illinois certificate of good standing.
- Partnerships must provide the name of the state in which they are 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]

Name:	Joe Ourth
Title:	Partner
Company Name:	Saul Ewing Arnstein & Lehr LLP
Address:	161 N. Clark, Suite 4200, Chicago, IL 60601
Telephone Number:	312-876-7815
E-mail Address:	joe.ourth@saul.com
Fax Number:	312-876-6215

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

Name:	Paula M. Jacobi
Title:	Senior Vice President & General Counsel
Company Name:	Riverside Medical Center
Address:	350 N. Wall Street, Kankakee, IL 60901
Telephone Number:	815-936-7362
E-mail Address:	pjacobi@rhc.net
Fax Number:	815-933-0798

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION**This Section must be completed for all projects.****Facility/Project Identification**

Facility Name:	Riverside Ambulatory Surgery Center, L.L.C.		
Street Address:	300 Riverside Drive		
City and Zip Code:	Bourbonnais 60914		
County:	Kankakee	Health Service Area:	009 Health Planning Area: 091

Applicant(s) [Provide for each applicant (refer to Part 1130.220)]

Exact Legal Name:	Riverside Health System, d/b/a Riverside Healthcare
Street Address:	350 N. Wall Street
City and Zip Code:	Kankakee 60901
Name of Registered Agent:	Phillip M. Kambic
Registered Agent Street Address:	350 N. Wall Street
Registered Agent City and Zip Code:	Kankakee 60901
Name of Chief Executive Officer:	Phillip M. Kambic
CEO Street Address:	350 N. Wall Street
CEO City and Zip Code:	Kankakee 60901
CEO Telephone Number:	815-935-7549

Type of Ownership of Applicants

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

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

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Name:	Paula M. Jacobi
Title:	Senior Vice President & General Counsel
Company Name:	Riverside Medical Center
Address:	350 N. Wall Street, Kankakee, IL 60901
Telephone Number:	815-936-7362
E-mail Address:	pjacobi@rhc.net
Fax Number:	815-933-0798

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:	Paula M. Jacobi
Title:	Senior Vice President & General Counsel
Company Name:	Riverside Medical Center
Address:	350 N. Wall Street, Kankakee, IL 60901
Telephone Number:	815-936-7362
E-mail Address:	pjacobi@rhc.net
Fax Number:	815-933-0798

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:	Riverside Medical Center
Address of Site Owner:	350 N. Wall Street, Kankakee, IL 60901
Street Address or Legal Description of the Site: Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, 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 <u>ATTACHMENT 2</u> , 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:	Riverside Ambulatory Surgery Center		
Address:	300 Riverside Drive, Bourbonnais, IL 60914		
<input type="checkbox"/>	Non-profit Corporation	<input type="checkbox"/>	Partnership
<input type="checkbox"/>	For-profit Corporation	<input type="checkbox"/>	Governmental
<input checked="" type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>	Sole Proprietorship <input type="checkbox"/> Other
<ul style="list-style-type: none"> ○ 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. ○ Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership. 			
APPEND DOCUMENTATION AS <u>ATTACHMENT 3</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Organizational Relationships

Provide (for each 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 #2006-5 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 #2006-5 (<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 1110.20 and Part 1120.20(b)]

Part 1110 Classification:

- ☐ Substantive
- ☒ Non-substantive

2. Narrative Description

In the space below, provide 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.

Riverside Ambulatory Surgery Center, LLC ("RASC") is a two-room multi-specialty ambulatory surgical treatment center located at 300 Riverside Drive in Bourbonnais. RASC is currently performs General Surgery, Ophthalmology, Obstetrics/Gynecology, Orthopedic Surgery, Otolaryngology, Pain Management, Urology, Plastic Surgery, and Podiatric Surgery and procedures and proposes to add Orthopedics as an approved specialty.

The surgery center is a joint venture between Riverside Medical Center (72%) and certain physicians (28%) affiliated with Riverside Medical Group. During the second half of 2018 five orthopedic surgeons new to the Kankakee area joined Riverside Medical Group from outside of the area. Previously there were no orthopedic physicians employed by Riverside Medical Group. The new orthopedics physicians' offices are located adjacent to RASC and the physicians would like to be able to perform procedures both at Riverside Medical Center and at RASC.

The orthopedic procedures will be performed in the existing two-operating rooms and there will be no new construction. Some new equipment, particularly arthroscopic equipment, will be purchased as part of the project. Total project cost will be \$185,000. The project will be paid from existing cash on hand. The Project is classified as "Non-substantive" because it does not meet the Board's definition of a "Substantive" project.

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 be 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	\$40,000		\$40,000
Movable or Other Equipment (not in construction contracts)	\$145,000		\$145,000
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs To Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$185,000		\$185,000
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities			
Pledges	\$185,000		\$185,000
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$185,000		\$185,000
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

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	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Purchase Price: \$	N/A	
Fair Market Value: \$	N/A	
The project involves the establishment of a new facility or a new category of service <input type="checkbox"/> Yes <input checked="" type="checkbox"/> 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 \$ N/A.		

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.	
Indicate the stage of the project's architectural drawings:	
<input checked="" type="checkbox"/> None or not applicable	<input type="checkbox"/> Preliminary
<input type="checkbox"/> Schematics	<input type="checkbox"/> Final Working
Anticipated project completion date (refer to Part 1130.140): <u>December 31, 2019</u>	
Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140):	
<input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed.	
<input type="checkbox"/> Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies	
<input checked="" type="checkbox"/> Financial Commitment will occur after permit issuance.	
APPEND DOCUMENTATION AS <u>ATTACHMENT 8</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable:

- ☒ Cancer Registry
- ☒ 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 **Departmental Gross Square Feet (DGSF)** or the **Building Gross Square Feet (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

Complete the following chart, as applicable. Complete a separate chart for each facility that is a part of the project and insert the chart after this page. Provide the existing bed capacity and utilization data for the latest **Calendar Year for which data is 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: N/A		CITY: N/A			
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:					

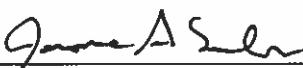
Not applicable because the Applicant is an ambulatory surgical treatment center.

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives 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 is filed on the behalf of Riverside Ambulatory Surgery Center, L.L.C. 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 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 fee required for this application is sent herewith or will be paid upon request.



SIGNATURE
JEROME SWALE, M.D.

PRINTED NAME
PRESIDENT / CHAIRMAN

PRINTED TITLE



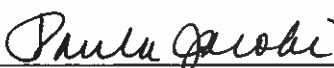
SIGNATURE
RICHARD SCHILTZ

PRINTED NAME
TREASURER

PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 26th day of FEBRUARY


Notarization:
Subscribed and sworn to before me
this 25th day of FEBRUARY

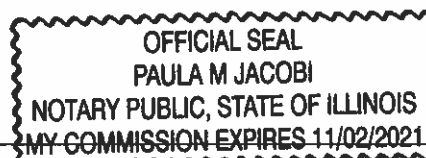


Signature of Notary



Signature of Notary

Seal 
*Insert the COMMISSION EXPIRES of 02/2021 applicant

Seal 
OFFICIAL SEAL
PAULA M JACOBI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/02/2021

CERTIFICATION

The Application must be signed by the authorized representatives of the applicant entity. Authorized representatives are:

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- 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 is filed on the behalf of **Riverside Health System, d/b/a Riverside Healthcare**

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 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 fee required for this application is sent herewith or will be paid upon request.


SIGNATURE

PHILLIP KAMBIC
PRINTED NAME

PRESIDENT / CEO
PRINTED TITLE


SIGNATURE

BILL DOUGLAS
PRINTED NAME

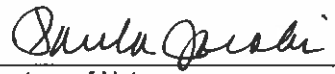
TREASURER
PRINTED TITLE

Notarization:
Subscribed and sworn to before me
this 25th day of FEBRUARY

Notarization:
Subscribed and sworn to before me
this 25th day of FEBRUARY


Signature of Notary

Seal
OFFICIAL SEAL
PAULA M. JACOBI
NOTARY PUBLIC, STATE OF ILLINOIS
*Insert the EXACT Notary Seal of the applicant
MY COMMISSION EXPIRES 11/02/2021


Signature of Notary

Seal
OFFICIAL SEAL
PAULA M. JACOBI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 11/02/2021

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.

1110.110(a) – Background of the Applicant

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 listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. For the following questions, please provide information for each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
 - a. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application.
 - b. A certified listing of each applicant, identifying those individuals that have been cited, arrested, taken into custody, charged with, indicted, convicted or tried for, or pled guilty to the commission of any felony or misdemeanor or violation of the law, except for minor parking violations; or the subject of any juvenile delinquency or youthful offender proceeding. Unless expunged, provide details about the conviction and submit any police or court records regarding any matters disclosed.
 - c. A certified and detailed listing of each applicant or person charged with fraudulent conduct or any act involving moral turpitude.
 - d. A certified listing of each applicant with one or more unsatisfied judgements against him or her.
 - e. A certified and detailed listing of each applicant who is in default in the performance or discharge of any duty or obligation imposed by a judgment, decree, order or directive of any court or governmental agency.
4. 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.
5. 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 that the information was 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.

Criterion 1110.110(b) & (d)**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 relevant area, per the applicant's definition.
3. Identify the existing problems or issues that need to be addressed as applicable and appropriate for the project.
4. Cite the sources of the 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 the age and condition of the project site, as well as 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 Board Staff 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 1110.120 - 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 and it shall include the basis used for determining the space and the methodology applied.**
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 and certified by the facility's Medical Director.
 - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that delineates the constraints or impediments.
 - c. The project involves the conversion of existing space that results in excess square footage.
 - d. Additional space is mandated by governmental or certification agency requirements that were not in existence when Appendix B standards were adopted.

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	MEET 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 (GSF) 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 is 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 V. SERVICE SPECIFIC REVIEW CRITERIA

This Section is applicable to all projects proposing the 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 APPLICABLE TO THE CRITERIA THAT MUST BE ADDRESSED:

G. Non-Hospital Based Ambulatory Surgery

Applicants proposing to establish, expand and/or modernize the Non-Hospital Based Ambulatory Surgery category of service must submit the following information.

ASTC Service
<input type="checkbox"/> Cardiovascular
<input type="checkbox"/> Colon and Rectal Surgery
<input type="checkbox"/> Dermatology
<input type="checkbox"/> General Dentistry
<input checked="" type="checkbox"/> General Surgery
<input type="checkbox"/> Gastroenterology
<input type="checkbox"/> Neurological Surgery
<input type="checkbox"/> Nuclear Medicine
<input checked="" type="checkbox"/> Obstetrics/Gynecology
<input checked="" type="checkbox"/> Ophthalmology
<input type="checkbox"/> Oral/Maxillofacial Surgery
<input checked="" type="checkbox"/> Orthopedic Surgery
<input checked="" type="checkbox"/> Otolaryngology
<input checked="" type="checkbox"/> Pain Management
<input type="checkbox"/> Physical Medicine and Rehabilitation
<input checked="" type="checkbox"/> Plastic Surgery
<input checked="" type="checkbox"/> Podiatric Surgery
<input type="checkbox"/> Radiology
<input type="checkbox"/> Thoracic Surgery
<input checked="" type="checkbox"/> Urology
<input type="checkbox"/> Other _____

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

APPLICABLE REVIEW CRITERIA	Establish New ASTC or Service	Expand Existing Service
1110.235(c)(2)(B) -- Service to GSA Residents	X	X

1110.235(c)(3) – Service Demand – Establishment of an ASTC or Additional ASTC Service	X	
1110.235(c)(4) – Service Demand – Expansion of Existing ASTC Service		X
1110.235(c)(5) – Treatment Room Need Assessment	X	X
1110.235(c)(6) – Service Accessibility	X	
1110.235(c)(7)(A) – Unnecessary Duplication/Maldistribution	X	
1110.235(c)(7)(B) – Maldistribution	X	
1110.235(c)(7)(C) – Impact to Area Providers	X	
1110.235(c)(8) – Staffing	X	X
1110.235(c)(9) – Charge Commitment	X	X
1110.235(c)(10) – Assurances	X	X

APPEND DOCUMENTATION AS ATTACHMENT 24, 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)

VI. 1120.120 - AVAILABILITY OF FUNDS

NOT APPLICABLE – Riverside Medical Center has an A+ bond rating

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

_____	a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:
	1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and
	2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion;
_____	b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated time table of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.
_____	c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
_____	d) Debt – a statement of the estimated terms and conditions (including the debt time period, variable or permanent interest rates over the debt time period, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:
	1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated;
	2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;
	3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.;
	4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment;

	5) For any option to lease, a copy of the option, including all terms and conditions.
_____	e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent;
_____	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
_____	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
	TOTAL FUNDS AVAILABLE
APPEND DOCUMENTATION AS ATTACHMENT 33, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.	

SECTION VII. 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. "A" Bond rating or better
2. All of the projects capital expenditures are completely funded through internal sources
3. 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
4. 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 34, 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.

	Historical 3 Years			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.

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 35, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION VIII.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 36, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION X. CHARITY CARE INFORMATION

Charity Care information **MUST** be furnished for **ALL** projects [1120.20(c)].

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 39.

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

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

After paginating the entire completed application indicate, in the chart below, the page numbers for the included attachments:

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant Identification including Certificate of Good Standing	
2	Site Ownership	
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	
5	Flood Plain Requirements	
6	Historic Preservation Act Requirements	
7	Project and Sources of Funds Itemization	
8	Financial Commitment Document if required	
9	Cost Space Requirements	
10	Discontinuation	
11	Background of the Applicant	
12	Purpose of the Project	
13	Alternatives to the Project	
14	Size of the Project	
15	Project Service Utilization	
16	Unfinished or Shell Space	
17	Assurances for Unfinished/Shell Space	
	Service Specific:	
18	Medical Surgical Pediatrics, Obstetrics, ICU	
19	Comprehensive Physical Rehabilitation	
20	Acute Mental Illness	
21	Open Heart Surgery	
22	Cardiac Catheterization	
23	In-Center Hemodialysis	
24	Non-Hospital Based Ambulatory Surgery	
25	Selected Organ Transplantation	
26	Kidney Transplantation	
27	Subacute Care Hospital Model	
28	Community-Based Residential Rehabilitation Center	
29	Long Term Acute Care Hospital	
30	Clinical Service Areas Other than Categories of Service	
31	Freestanding Emergency Center Medical Services	
32	Birth Center	
	Financial and Economic Feasibility:	
33	Availability of Funds	
34	Financial Waiver	
35	Financial Viability	
36	Economic Feasibility	
37	Safety Net Impact Statement	
38	Charity Care Information	

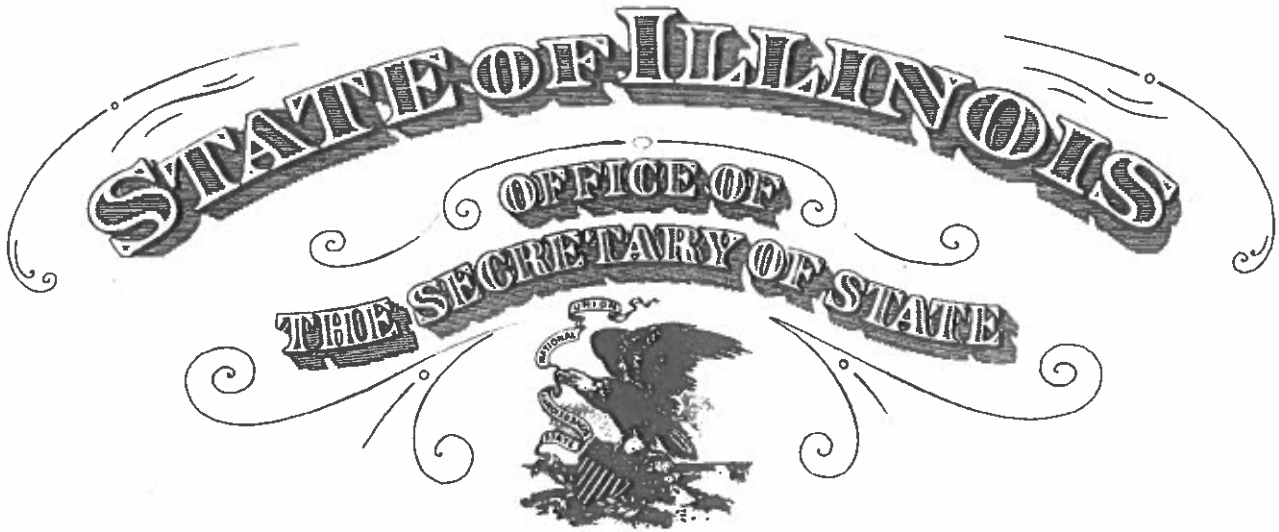
Section I, Type of Ownership of Applicant/Co-Applicant

Attachment 1

1. **Riverside Ambulatory Surgery Center, L.L.C. ("RASC")**: RASC is an Illinois limited liability company. A copy of RASC's Good Standing Certificate dated February 12, 2019 is attached.
2. **Riverside Medical Center ("Hospital")**: The Hospital is a Illinois not-for-profit corporation. The Hospital is the 72% owner of RASC. A copy of the Hospital's Good Standing Certificate dated February 12, 2019 is attached. The Hospital is not a necessary co-applicant and is included for informational purposes only.
3. **Riverside Health System, d/b/a Riverside Healthcare ("System")**: The System is an Illinois not-for-profit corporation. A copy of the System's Good Standing Certificate is attached.
4. **Physician Investors ("Physician Investors")**: Several physician investors own the remaining 28% ownership interest in RASC. Four (4) physician investors -- Steven Williams, M.D., Saroja Yalamanchili, M.D., Jerome Swale, M.D. and Paul Rowland, M.D. each own 5% and the remaining physicians each own less than 5%. The Physician Investors are not necessary parties to this application and are listed for informational purposes only.

File Number

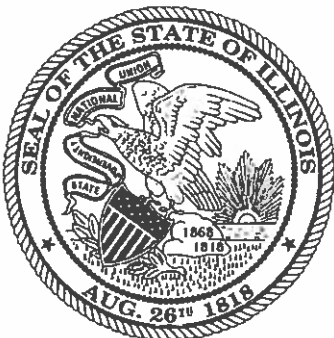
0095188-9



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

RIVERSIDE AMBULATORY SURGERY CENTER, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JULY 02, 2003, 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 FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 12TH
day of FEBRUARY A.D. 2019 .

Jesse White

SECRETARY OF STATE

Authentication #: 1904302070 verifiable until 02/12/2020
Authenticate at: <http://www.cyberdriveillinois.com>

File Number

3882-598-4



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

RIVERSIDE MEDICAL CENTER, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON MAY 20, 1959, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 12TH
day of FEBRUARY A.D. 2019 .***

Jesse White

SECRETARY OF STATE

Authentication #: 1904302064 verifiable until 02/12/2020
Authenticate at: <http://www.cyberdriveillinois.com>

File Number

5265-328-2



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

RIVERSIDE HEALTH SYSTEM, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON FEBRUARY 19, 1982, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



Authentication #: 1905600250 verifiable until 02/25/2020

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 25TH day of FEBRUARY A.D. 2019 .

Jesse White

SECRETARY OF STATE

Section I, Site Ownership

Attachment 2

Attached is a copy of the Lease between Riverside Medical Center ("Lessor") and Riverside Ambulatory Surgery Center, L.L.C. ("RASC"), dated as of November 15, 2005, which shows that RASC has control of the site.

LEASE

THIS LEASE, made and entered into by and between **RIVERSIDE MEDICAL CENTER**, an Illinois not-for-profit corporation, referred to as the "**Landlord**," and **RIVERSIDE AMBULATORY SURGERY CENTER LLC**, referred to as the "**Tenant**,"

1. **LEASED UNIT**: The Landlord leases to the Tenant and the Tenant leases from the Landlord, upon the terms and conditions contained in this lease, the following office space (referred to as the "**Leased Unit**") in the following building (referred to as the "**Building**") of the Landlord:

Approximate square footage: **6,940**

Suite No. **1100**

Building name and address: **Riverside Medical Plaza**
300 Riverside Dr., Suite 1100
Bourbonnais, IL 60914

(The Building and the real estate on which it is situated are referred to in this lease as the "**Property**").

2. **LEASE TERM**: The term of this lease shall be 10 years, as follows:

Beginning date: **December 1, 2005 or Date of first case**

Ending date: **10 years after first case performed**

Upon the expiration of the original lease term, the Tenant shall have the option to exercise three (3) separate five (5) year renewals of the lease at the same conditions and terms. After the three five year renewal terms have been exercised, then the lease will convert to a year-to-year lease under the same conditions and terms until terminated by either Landlord or Tenant upon not less than ninety (90) days prior written notice to the other party.

3. **RENT**: The Tenant shall pay to the Landlord rent for the Leased Unit in the following amount:

Monthly base rent: **\$16,771** (**6,940** sf x **\$29** per sf divided by 12)

The first monthly rental payment shall be due on the following date:

First rent payment date: Date of first case

Tenant will be assessed and will be responsible for payment of its Proportionate Share of real estate taxes charged against the leased area. The Tenant will pay Riverside Medical Center for its Proportionate Share of the real estate taxes and Riverside Medical Center will forward such payment to the Kankakee County Tax Assessors office. As used herein, the term "Proportionate Share" shall mean fourteen and twenty-five one hundredths percent (14.25%), which is the ratio of the area of the Premises to the area of the Building as a whole, which Landlord hereby represents to be 48,680 square feet.

Effective as of each January 1 during the lease term the Landlord may elect to increase the monthly base rent by such amount as the Landlord reasonably estimates to be the percentage of increase in operating and other expenses of the Property of the Landlord during the prior calendar year. However, this increase shall not be in excess of CPI. As used in this Lease, the term "CPI" shall refer to the Consumer Price Index for Wage Earners and Clerical Workers, U.S. City Average, All Items, published by the Bureau of Labor Statistics, United States Department of Labor (1982-1984 = 100) (the "Index"). The increase in CPI shall be calculated as follows: such increase shall be equal to the percentage increase in the Index between (a) the month of November that immediately precedes January 1st of the year in which the adjustment is being calculated; and (b) the Index for December one year earlier. For example, for an adjustment effective as of January 1, 2006, the increase in the Base Rent will be equal to the percentage increase in the Index that occurred between November 2004 and November 2005.

The Landlord shall notify the Tenant in writing of any such increase no later than thirty (30) days prior to the January 1 effective date of the increase. Rent shall be paid in advance on the first day of each calendar month during the lease term. If the beginning date of the lease term is other than the first day of a calendar month, the rent for the partial calendar month shall be calculated at a daily rate. If any monthly rent is not paid within five (5) days of its due date, the Tenant shall pay a late charge in the amount of five percent (5%) of the delinquent monthly rental amount. All rent shall be paid in United States Dollars at such location as the Landlord designates from time to time in writing. The Tenant shall pay to the Landlord interest on all rent and other amounts due to the Landlord pursuant to this lease at the rate of ten percent (10%) per annum from the due date or, if there is a grace period, from the expiration of the grace period until received by the Landlord. If at any time any check of the Tenant to the Landlord is dishonored and returned unpaid for any reason, the Landlord may, by written notice to the Tenant, require all future payments due to the Landlord to be made in cash, cashier's check, or money order.

4. USAGE OF LEASED UNIT: The Tenant shall use the Leased Unit only for outpatient surgery and related health care services. All physicians who render services from or in

connection with the Leased Unit shall be continuously licensed to practice medicine in the State of Illinois, shall be continuously certified or become certified within three (3) years of beginning services at the Leased Unit by their particular specialty board, and shall have current medical staff or consulting privileges at Riverside Medical Center. The Tenant's use of all restrooms and all other common portions of the Building or the Property, the parking areas, and all other common areas of the Property shall be in common with that of the Landlord, other tenants of the Building or the Property, and their respective agents, employees, and business invitees. The Tenant shall in the Tenant's use of the Leased Unit comply in every respect with all rules, orders, regulations, ordinances, statutes, and laws of all governmental units having jurisdiction over the Property or over the business of the Tenant and with all requirements of any insurance company insuring either the Landlord or the Tenant. The Tenant shall comply with such rules and regulations as the Landlord may adopt from time to time for the usage of the Building or the Property or which are otherwise applicable to all of the Leased Units in the Building or the Property in general. The Landlord shall furnish copies of such rules and regulations to the Tenant promptly upon their adoption by the Landlord from time to time. The Tenant shall not do any of the following with regard to the Leased Unit:

(a) Erect any signage of any sort which is visible from the exterior of the Leased Unit excepting such signage as is either erected by the Landlord or is approved by the Landlord in writing.

(b) Vacate or abandon the Leased Unit at any time during the lease term.

(c) Permit the Leased Unit to be used at any time or in any manner for the storage, use, or disposal, whether temporary or permanent, of any highly flammable or any hazardous material as such term is defined in any federal, state, or local rules, orders, regulations, ordinances, statutes, and laws relating in any way to the protection of the environment including, but not limited to, the Environmental Protection Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, and the Super Fund Amendments and Reauthorization Act.

(d) Dispose of any medical waste except in strict compliance with all federal, state, or local rules, orders, regulations, ordinances, and statutes governing medical waste and all rules and regulations, which the Landlord may adopt from time to time, governing the disposal of medical waste.

(e) Use the Leased Unit for residential purposes of any sort even on a temporary basis.

(f) Place a load upon any floor of the Leased Unit which exceeds the load per square foot which such floor was designed to carry as determined by the Landlord.

5. **CONSTRUCTION/BUILDOUT:** If the Leased Unit is part of a Building to be constructed by the Landlord or if the Landlord has agreed to provide any buildout of the Leased Unit for the Tenant, the Landlord shall complete or cause to be completed such construction in accordance with the plans and specifications. If the construction is not completed before the beginning date of this lease, the beginning date shall be extended until such time as such construction is completed. In such case the Tenant shall have no claim whatsoever for damages against the Landlord for delays on the date on which the Leased Unit is ready for occupancy. However, if the Leased Unit is not ready for occupancy within one (1) year of the beginning date of the lease term, the Tenant may by written notice given prior to such occupancy elect to terminate this lease. The Landlord reserves the right to make changes in the plans and specifications for the construction and buildout. However, no changes shall be made in the general floor plan of the Leased Unit without the consent of the Tenant except for such minor changes as are deemed necessary by the Landlord to accommodate structural or mechanical portions of the Building. If requested by the Landlord, the Tenant shall promptly make all color and material selections permitted or required by the Landlord for the Leased Unit. The Tenant shall make such selections from the samples and on the forms provided by the Landlord with such selections to be made in writing. If the Tenant fails to make any such selections within fifteen (15) days after the Landlord's request to do so, the Tenant hereby authorizes the Landlord to complete the Leased Unit with such selections as the Landlord deems suitable. If any selections of the Tenant become unavailable or are otherwise determined by the Landlord to be not feasible for the Leased Unit, the Landlord may require the Tenant to make new selections. If the Tenant desires to make any changes in the specifications of the Leased Unit prepared by the Landlord or the Landlord's architect, the Landlord may either decline to make such changes in the Landlord's sole discretion or condition the making of such changes upon the Tenant depositing with the Landlord sufficient funds as determined by the Landlord to pay in advance for such changes and alterations.

6. **UTILITY AND OTHER SERVICES:**

The Tenant shall pay for the following utility and other services for the Leased Unit as follows. SPECIFIED: PK 11/15/05

- (a) Electricity – Tenant Responsibility – Separately metered
- (b) Heating – Landlord Responsibility
- (c) Cooling - Landlord Responsibility
- (d) Water - Landlord Responsibility
- (e) Sewer - Landlord Responsibility
- (f) Office trash removal - Tenant Responsibility
- (g) Medical waste/Biohazard material removal - Landlord Responsibility
- (h) Telephone, data transmission and other electronic or computer services – Tenant Responsibility
- (i) Cleaning and custodial services - Tenant Responsibility
- (j) Linens and other medical laundry - Tenant Responsibility

- (k) Pest control – Landlord Responsibility
- (l) HVAC – Landlord Responsibility
- (m) Generator Maintenance – Landlord Responsibility

The Landlord shall pay for the following utility and other services for the common areas of the Building and the Property:

- (a) All electricity, heating, cooling, water, and sewer for the common areas of the Building and the Property.
- (b) Snow removal for the sidewalks, driveways, and parking areas on the Property.
- (c) Custodial services for the common areas of the Building and the Property.
- (d) Pest Control for Building
- (e) HVAC Maintenance for common areas

7. **APPURTENANT RIGHTS:** During the lease term, the Tenant shall have the following rights appurtenant to the use of the Leased Unit:

(a) The right of ingress and egress through the common areas of the Building and the Property and the right to use the common restrooms of the Building and the Property during all hours when the Property is open to the public for business and in common with the Landlord and the other tenants of the Property.

(b) The right to park the passenger vehicles of the Tenant and of the Tenant's agents, employees, and business invitees in common with the Landlord and other tenants of the Property in such parking areas as are designated by the Landlord from time to time.

8. **MAINTENANCE AND REPAIR:** The Tenant shall maintain the Leased Unit in a clean, neat, and orderly condition at all times and shall otherwise maintain in a first-class, good condition at all times and make all necessary repairs, replacements, or alterations to all interior portions of the Leased Unit, all of the Tenant's leasehold improvements, all interior glass at the Leased Unit, and any electrical, plumbing, water, heating and air conditioning systems or other systems or equipment that are installed by the Tenant. The Landlord shall maintain and make all necessary repairs, replacements, or alterations to the common areas and exterior of the Building and the Property, and to any electrical, plumbing, water, heating, and air conditioning systems or other items serving the Building or the Premises which were originally installed by the Landlord. However, if any of such maintenance, repairs, replacements, or alterations required to be made by the Landlord shall be made necessary by reason of (a) repairs, installations, alterations, additions, or improvements made by the Tenant or anyone claiming under the Tenant, (b) the fault or negligence of the Tenant, the Tenant's agents, employees, or invitees, or anyone claiming under the Tenant, (c) a default in the performance or observance of

any of the terms, covenants, or conditions on the part of the Tenant to be performed or observed in this lease, or (d) any special use to which the Leased Unit may be put by the Tenant, the Tenant shall reimburse the Landlord on demand for all costs of such maintenance, repairs, replacements, or alterations. The Tenant shall not authorize the making of any maintenance or repairs to be paid for by the Landlord without the prior written consent of the Landlord.

9. **CONDITION OF LEASED UNIT:** If the Tenant takes possession of the Leased Unit, this shall be deemed conclusive evidence that as of the date of taking possession the Leased Unit is in good order and repair except for any matters as to which the Tenant gave written notice to the Landlord on or before the date of occupancy. Upon the expiration or termination of this lease, the Tenant shall surrender possession of the Leased Unit to the Landlord in the same condition as when received excepting only items attributable to reasonable usage.

10. **ALTERATIONS AND ADDITIONS:** No alterations, remodeling, renovation, additions, or demolition of any part of the Leased Unit shall be made without the prior written approval of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed and which, if granted, may be subject to reasonable protections or restrictions designed to preserve the architectural design of the Leased Unit and the Building, to maintain the structural integrity of the Building, to maintain generally the value of the Leased Unit, the Building, and the Property, and to protect against claims by materialmen or laborers. Notwithstanding the foregoing to the contrary, Tenant shall have the right to make non-structural alterations to the Premises costing not more than \$10,000 without Landlord's consent. All such alterations, remodeling, renovation, additions, or demolition, which is approved by the Landlord, shall be made at the Tenant's sole expense. All alterations, remodeling, renovation, additions, or other improvements made by the Tenant to the Leased Unit shall immediately upon their installation be deemed to have attached to and become a part of the Property and be the sole property of the Landlord. However, within thirty (30) days of the expiration or sooner termination of this lease, the Landlord may direct the Tenant to, within thirty (30) days of the date of the notice, remove any such alterations, remodeling, renovation, additions, or other improvements made by the Tenant and restore the Leased Unit to its condition existing prior to the installation of such items.

11. **RIGHTS RESERVED BY LANDLORD:** The Landlord reserves the following rights which shall be exercisable by the Landlord in the Landlord's sole discretion without liability to the Tenant for damage or injury to persons or property, causing an actual or constructive eviction from the Leased Unit, or disturbing the Tenant's use and possession of the Leased Unit:

(a) To name the Building and the Property and to change such names or the street address of the Building and the Property.

(b) To install and maintain all signs in or on the Building and the Property excluding those in the interior of the Leased Unit itself.

✓ PL 11/15/05
C (d) To inspect or show the Leased Unit, the Building, and the Property to any prospective purchasers or tenants, mortgagees, or others having any interest in the Property upon not less than two (2) days' telephone notice to the Tenant.

✓ PL 11/15/05
D (e) To enter the Leased Unit for the purpose of making repairs, alterations, additions, or improvements to the Leased Unit, the Building, or the Property and to take all steps as may be necessary or desirable for the safety, protection, maintenance, and preservation of the Leased Unit, the Building, and the Property. Except in the case of an emergency, the Landlord shall give to the Tenant not less than two (2) days' telephone notice of intent to do so and shall use its best efforts to minimize interference with the business of the Tenant being conducted at the Leased Unit.

12. **LIENS:** The Tenant shall keep the Leased Unit and the Property free and clear of any mechanic's and other liens arising out of or in connection with work or labor done, services performed, or materials furnished in connection with any maintenance or repair and in connection with any business of the Tenant conducted at the Leased Unit. The Tenant shall at all times promptly and fully pay and discharge all such liens or claims for liens and indemnify the Landlord and the Property against such liens and claims of liens, suits, or other proceedings relative to them. If the Tenant desires in good faith to contest any such lien or related matter, the Tenant shall notify the Landlord in writing of the Tenant's intention to do so and shall provide to the Landlord a surety bond or other indemnity in a form satisfactory to the Landlord against such lien or claim for lien and any cost, liability, or damage arising out of such contest.

13. **IMPAIRMENT OF LANDLORD'S TITLE:** Nothing in this lease and no action or inaction by the Landlord shall be deemed or construed to mean that the Landlord has granted to the Tenant any right, power, or permission to do any act or make any agreement which may create any right, title, interest, lien, charge, or other encumbrance upon the estate of the Landlord in the Property. Without limiting the generality of the foregoing, the Tenant shall not permit any portion of the Property to be used by any person or persons at any time during the term of this lease in such a manner as might reasonably tend to impair the Landlord's title or interest in the Property or in such manner as might reasonably make possible a claim of adverse use, adverse possession, prescription, dedication, or similar claim with respect to the Property. The Landlord may from time to time impose upon the Tenant such rules and regulations governing the use or possession of the Leased Unit and the Property as may be reasonably consistent with the Landlord's protection against any such possible claim.

14. **INSURANCE:** The Tenant shall procure and maintain during the entire term of this lease the following insurance coverage:

(a) Fire and extended coverage insurance covering all of the equipment, supplies, furnishings, and other personal property of the Tenant, including cash and valuable documents, contained in the Leased Unit and any personal property

of the Tenant stored elsewhere on the Property for the full replacement cost of such items.

(b) Public liability and property damage insurance with respect to the Leased Unit and the business conducted by the Tenant in the Leased Unit with limits for public liability and property damage of not less than Five Hundred Thousand and no/100 Dollars (\$500,000.00) per occurrence and One Million and no/100 Dollars (\$1,000,000.00) in the aggregate. The Landlord shall be named as an additional insured on this public liability and property damage insurance.

The Landlord shall procure and maintain during the entire term of this lease the following insurance coverage:

(a) Fire and extended coverage insurance covering the Building and all other portions of the Property for the full replacement cost of such items, but excluding the equipment, supplies, furnishings, and other personal property of the Tenant.

All of the insurance coverage to be procured and maintained by either the Landlord or the Tenant pursuant to this paragraph shall contain waiver of subrogation rights against the other party and shall be in a form and with insurance companies satisfactory to the Landlord. Each party shall pay all of the premiums for the insurance coverage required of that party on or before the due dates and shall deliver to the other party upon the execution of this lease and at each policy renewal time the policies or certificates of them. Each insurer for the insurance coverage required by this paragraph shall agree by endorsement on the policies issued by it or by an independent instrument that it will give to all named insureds not less than thirty (30) days' written notice before the policies will be altered or cancelled. If either the Landlord or the Tenant shall at any time deem the limits of the insurance required by this paragraph to be either excessive or insufficient, the parties shall endeavor to agree on the proper and reasonable limits for such insurance. However, if the parties are unable to so agree within thirty (30) days, then the proper and reasonable limits for such insurance shall be determined by an impartial insurance broker selected by the Landlord and the Tenant by agreement or, if they cannot agree on the selection, by lottery.

15. EMINENT DOMAIN: If the entire Leased Unit is appropriated or taken under the power of eminent domain by any public or quasi-public authority, this lease shall terminate as of the date of such taking. If a portion of the Leased Unit is so appropriated or taken and the remainder of the space is not suited for its intended purposes, the Tenant shall have the right to terminate this lease as of the date of such taking by giving to the Landlord written notice of such termination within thirty (30) days after such taking. If there is such a partial taking and the Tenant does not elect to terminate this lease, then the lease shall continue in full force and effect as to the part not taken without any abatement of rent. If this lease is terminated by reason of the total or partial taking of the Leased Unit by eminent domain, then in any such condemnation proceedings, the Landlord and the Tenant shall be free to make claim against the condemning

or taking authority for the amount of any damage done to each of them respectively. If there is a partial taking and this lease is not terminated, the Tenant shall have the right to make claim against the condemning or taking authority for the reduced value of the Leased Unit to the Tenant for the remainder of the lease term. If the taking is of any portion of the Building or the Property other than the Leased Unit itself, this lease shall continue in full force and effect, there shall be no abatement or other adjustment in the rent, and the Tenant shall have no claim against the condemning or taking authority.

16. INDEMNIFICATION: Except for claims, recovery rights, and actions which the Landlord has expressly waived under this lease or which are due to the Landlord's negligence or willful misconduct, the Tenant shall indemnify, defend, save, and hold harmless the Landlord and the Landlord's heirs, devisees, personal representatives, and successors from and against all liabilities, claims, suits, fines, penalties, damages, losses, charges, costs, expenses, and attorneys' fees which may be imposed upon, incurred by, or asserted against the Landlord or the Landlord's heirs, devisees, personal representatives, and successors by reason of any of the following:

(a) Any work or thing done or to be done in, on, or about the Leased Unit or any part of it by the Tenant or any subtenant or any of their agents, contractors, servants, employees, licensees, or invitees.

(b) Any act or omission on the part of the Tenant or any subtenant or any of their agents, contractors, servants, employees, licensees, or invitees.

(c) Any failure of the Tenant to perform or comply with any of the covenants, agreements, terms, or conditions contained in this lease.

(d) Any litigation or proceeding relating to or arising out of the Tenant's use, occupancy, operation, maintenance, or management of the Leased Unit which the Landlord or any of its directors, officers, employees, and agents become or are made a part without fault on their part.

In addition, the Tenant shall contractually require all contractors and subcontractors doing any work in, on, or about the Property to indemnify and hold harmless the Landlord and the Landlord's beneficiaries from and against all claims, losses, and liabilities resulting from damage to Property or injury (including death) to persons caused or occasioned by or in connection with or arising out of any acts or omissions of the contracting party, its agents, or employees and from and against all costs, expense, and attorneys' fees in connection with it. The Tenant shall require all such contractors and subcontractors to provide the Tenant with commercial general liability insurance coverage no less broad and with no lower limits than that provided for in Paragraph 14 of this lease naming the Landlord and the Landlord's directors, officers, employees, and agents as additional insureds. Except for claims, recovery rights, and actions which the Tenant has expressly waived under this lease or which are due to the Tenant's negligence or willful misconduct, the Landlord shall indemnify, defend, save, and hold harmless

the Tenant and all directors, officers, employees, and agents of the Tenant from and against all liabilities, claims, suits, fines, penalties, damages, losses, charges, costs, expenses, and attorneys' fees which may be imposed upon, incurred by, or asserted against the Tenant or any of its directors, officers, employees, and agents by reason of any of the following:

(a) Any work or thing done or to be done in, on, or about the Property or any part of it other than the Leased Unit by the Landlord or any of the Landlord's agents, contractors, servants, employees, licensees, or invitees.

(b) Any act or omission on the part of the Landlord or any of the Landlord's agents, contractors, servants, employees, licensees, or invitees.

(c) Any failure of the Landlord to perform or comply with any of the covenants, agreements, terms, or conditions contained in this lease.

(d) Any litigation or proceeding relating to or arising out of the Landlord's use, occupancy, operation, maintenance, or management of the Property which the Tenant or any of the Tenant's directors, officers, employees, and agents become or are made a part without fault on their part.

17. DAMAGE BY FIRE OR OTHER CASUALTY: If the Leased Unit is damaged by fire, the elements, or other casualty but is not rendered untenable in whole or in part and such damage is not caused by the act or failure to act of the Tenant or the Tenant's agents, employees, or invitees, the Landlord shall, at its own expense, cause the damage to be repaired and the rent shall not be abated. If by reason of such occurrence the Leased Unit is rendered untenable only in part, the Landlord shall at its own expense cause the damage to be repaired and the rent shall be abated proportionately as to the portion of the Leased Unit rendered untenable. If by reason of such occurrence the Leased Unit is rendered wholly untenable, the Landlord may, at its option, terminate this lease upon not less than sixty (60) days' written notice given to the Tenant within sixty (60) days following the date of such destruction. If any portion of the Building or the Property other than the Leased Unit is damaged by fire, the elements, or other casualty, and if access to the Leased Unit is not prevented by such casualty, there shall be no abatement of the rent and the Tenant shall have no claim whatsoever against the Landlord or others by reason of such casualty.

18. ASSIGNMENT OR SUBLETTING: The Tenant shall not assign or transfer this lease or any interest under this lease or sublease any part of the Leased Unit in any manner without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing to the contrary, Tenant, upon notice to, but without Landlord's consent, shall be permitted to assign this Lease to (i) any entity that controls, is controlled by or under common control with Tenant; or (ii) any entity resulting from a merger or consolidation of Tenant, or to the purchaser of substantially all of the assets or stock of Tenant, provided that the total assets and the total net worth of such assignee after such consolidation or merger or acquisition shall be in excess of the greater of (a) the net worth of

Tenant immediately prior to such consolidation or merger, or (b) the net worth of Tenant as of the date hereof, determined by generally accepted accounting principles and provided that Tenant is not at such time in default hereunder, and provided further that such successor shall execute an instrument in writing, acceptable to Landlord in its reasonable discretion, fully assuming all of the obligations and liabilities imposed upon Tenant hereunder and deliver the same to Landlord.

The Landlord may assign or transfer this lease or any interest under this lease without the consent of the Tenant in the event of any sale or other transfer by the Landlord of the Building or the Property. In such case the Landlord shall notify the Tenant in writing of such assignment or transfer, and the Landlord shall be relieved of any further liability with respect to this lease.

19. **SURRENDER OF LEASED UNIT:** At the expiration or sooner termination of this lease, the Tenant shall quit and surrender all of the Leased Unit to the Landlord and deliver to the Landlord all keys belonging to the Leased Unit. No receipt of money by the Landlord from the Tenant after the termination or expiration of this lease, after the service of any notice of default, after the commencement of any suit seeking possession of the Leased Unit, or after any final judgment of possession of the Leased Unit shall renew, reinstate, continue, or extend the term of this lease or affect any such notice, demand, or suit.

20. **SUBORDINATION:** The Landlord may from time to time during the term of this lease encumber by mortgage or other security instrument the title to the Property or the Landlord's interest under this lease. Upon request by the Landlord, the Tenant shall execute such documents as are reasonably required in order to evidence the subordination of the interest of the Tenant in the Leased Unit to the lien of the mortgage or other security instrument on the title to the Property. However, the Tenant shall not be required to so subordinate its interest unless the holder of the mortgage or other security instrument agrees in writing with the Tenant that if the Tenant fully complies with all of its obligations under this lease, the Tenant will be allowed to remain in undisturbed possession of the Leased Unit during the lease term.

21. **ESTOPPEL CERTIFICATES:** The Landlord and the Tenant shall upon the request of the other party promptly execute, acknowledge, and deliver to the other party a certificate evidencing the following: (a) whether this lease is in full force and effect; (b) whether this lease has been modified or amended in any respect and identifying all such modifications or amendments; and (c) whether there are any existing defaults under this lease to the knowledge of the party executing the certificate and specifying the nature of such defaults.

22. **LANDLORD'S RIGHT TO PERFORM:** If the Tenant fails to do any of the things required of the Tenant by this lease and such failure continues for a period of ten (10) days after written notice from the Landlord specifying the nature of anything required to be done, the Landlord may, but shall not be required to, do or perform or cause to be done or performed such thing required of the Tenant. The Landlord shall not be in any way responsible for any loss, inconvenience, annoyance, or damage resulting to the Tenant from such performance by the Landlord on behalf of the Tenant. The Tenant shall repay to the Landlord on demand the entire

reasonable expense, including reasonable compensation to the agents and employees of the Landlord, incurred by the Landlord in performing such thing. If payment is not made within five (5) days of such demand, the amount due to the Landlord shall bear interest from the date of the demand until paid at the rate of 10% per annum. Any act or thing done by the Landlord pursuant to the provisions of this paragraph shall not be construed as a waiver of any default by the Tenant or as a waiver of any other right or remedy of the Landlord under this lease or otherwise.

23. **EARLY TERMINATION BY TENANT:** If Tenant ceases provision of medical services in Kankakee, Iroquois, or Will Counties, then Tenant shall have the right upon 30 days written notice to Landlord to terminate this Lease effective not less than 30 days after the date of Tenant's notice.

24. **DEFAULT:** The occurrence of any one or more of the following events shall constitute a default by the Tenant under this lease:

(a) If the Tenant fails to pay the rent or any other amounts due to the Landlord under this lease when due and such default is not cured within ten (10) days after the Landlord gives notice of such default to the Tenant.

(b) If any voluntary or involuntary petition or similar pleading under any section of any bankruptcy act is filed by or against the Tenant or the Tenant's guarantors or any voluntary or involuntary proceeding in any court is instituted to declare the Tenant or the Tenant's guarantors insolvent or unable to pay debts.

(c) If the Tenant makes any assignment of the Tenant's property for the benefit of creditors or if the Leased Unit is taken under a levy of execution or attachment in an action against the Tenant.

(d) If the Tenant fails to perform any of the other things required of the Tenant under this lease and such default is not cured within thirty (30) days after notice of such default is given by the Landlord to the Tenant.

Upon such occurrence of any such event of default, the Tenant hereby authorizes and empowers the Landlord to:

(a) Cancel and terminate this lease and immediately reenter and take possession of the Leased Unit without the requirement of any previous notice of intention to re-enter, and to remove all persons and their property therefrom using such force and assistance in effecting and perfecting such removal as the Landlord may deem reasonably necessary to recover full and exclusive possession of the Leased Unit; or

(b) Re-enter and take possession of the Leased Unit in the manner provided in subparagraph (a) without such re-entry constituting a cancellation or termination of this lease or a forfeiture of the rent to be paid or of the covenants, agreements, and conditions to be kept and performed by the Tenant for and during the remainder of the term of this lease.

If the Landlord re-enters and takes possession of the Leased Unit, the Landlord may do any one or more of the following and the Tenant shall have the following obligations:

(a) The Landlord shall have the right but not the obligation to divide or subdivide the Leased Unit in any manner it may reasonably determine and to lease all or any portions of the Leased Unit for such periods of time, at such rentals, for such use and upon such terms, covenants, and conditions as it may reasonably elect, applying the net rentals from such letting first to the payment of its expenses incurred in dispossession the Tenant, the costs and expenses of making any improvements to the Leased Unit as may be reasonably necessary to enable it to relet the same, and to the payment of any brokerage commissions or other necessary expenses incurred in connection with such re-letting. The Landlord shall apply the balance, if any,, from time to time, but in any event no less than once each month, on account of the payments due or payable by the Tenant under this lease.

(b) The Landlord may, from time to time, bring such actions or proceedings for the recovery of any deficits remaining unpaid or to enforce any other covenant or condition contained in this lease as it may deem advisable without being obligated to wait until the end of the term of this lease or for a final determination of the Tenant's account. The commencement or maintenance of one or more actions shall not bar the Landlord from bringing other or subsequent actions for further accruals or defaults under and pursuant to the provisions of this lease.

(c) Any balance remaining after full payment and liquidation of all amounts due to the Landlord shall be paid to the Tenant at the end of the term of this lease, with the right reserved to the Landlord at any time to give notice in writing to the Tenant of its election to cancel and terminate this lease and all of the Tenant's rights and obligations under it. Upon the giving of such notice and the simultaneous payment by the Landlord to the Tenant of any credit balances in the Tenant's favor that may at the time be owing to the Tenant shall constitute a final and effective cancellation and termination of this lease and the obligations on the part of either party under it.

25. REMEDIES AND WAIVER: All of the remedies conferred on the Landlord in this lease and by law shall be deemed cumulative and not exclusive of the other. The waiver or failure of the Landlord to take any action with respect to any breach of any of the terms,

conditions, and provisions of this lease shall not be deemed to be a waiver of such term, condition, and provision, a waiver of any subsequent breach of the same, or a waiver of any other term, condition, or provision. The subsequent acceptance of rent under this lease by the Landlord shall not be deemed to be a waiver of any preceding breach by the Tenant of any term, condition, or provision of this lease other than the failure of the Tenant to pay the particular rent so accepted by the Landlord regardless of the Landlord's knowledge of such preceding breach at the time of the acceptance of such rent.

26. **NOTICES:** Notices given pursuant to this agreement shall be in writing and given in any of the following ways: (a) actual delivery of the notice into the hands of the party entitled to receive it; (b) transmittal by facsimile transmission to the telecopier numbers indicated below; (c) delivery by a nationally recognized overnight delivery service; or (d) mailing of the notice in the United States mail, certified mail, return receipt requested, addressed to the following addresses:

Landlord

Phil Kambic, COO
Riverside Medical Center
350 N. Wall Street
Kankakee, IL 60901

Fax No. (815) 933-0798

Tenant

Teresa Bockover, Administrator
Riverside Ambulatory Surgery Center, LLC
300 Riverside Dr., Suite 1100
Bourbonnais, IL 60914

Fax No.

The notice shall be deemed to be received in the case of actual delivery on the date of its receipt by the party entitled to it, in the case of transmittal by facsimile transmission upon receipt by the sending party of confirmation of such facsimile transmission, in the case of delivery by a nationally recognized overnight delivery service upon receipt of the usual delivery confirmation of such overnight delivery service, and in the case of mailing on the third business day after the date of the mailing. The addresses and fax numbers of the Landlord and the Tenant may be changed by notice given in accordance with the terms of this paragraph.

27. **GENERAL PROVISIONS:** Titles to the paragraphs of this lease are for informational purposes only and do not define, limit, or construe the contents of the paragraphs. Time is of the essence of this lease and of every term, condition, and provision of it. This lease shall be interpreted and enforced in accordance with the law of the State of Illinois. Each of the parties waives any right to trial by jury in any litigation relating to this lease. No representations, warranties, undertakings, or promises, whether oral, implied, or otherwise, can be made or have been made by either the Landlord or the Tenant or anyone on behalf of either of them to the other unless expressly provided in this lease or in a separate writing. The invalidity or unenforceability of any provision of this lease shall not affect or impair the validity of any other provision. This lease shall apply to and bind the parties and their respective heirs, personal representatives, successors, and assigns.

LANDLORD:


RIVERSIDE MEDICAL CENTER, an
Illinois not-for-profit corporation


By: Phillip Kambic
Senior Vice President, Operations

Dated: 11/15/05

TENANT:

Riverside Ambulatory Surgery Center LLC


By: Steven D. Williams M.D.
Member and Medical Director

Dated: 11/15/05

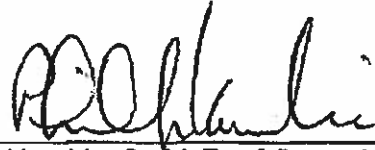
FURNITURE & FIXTURES ADDENDUM
OPTION TO PURCHASE:

Phil Kambic, the undersigned, of Riverside Medical Center (RMC), in consideration of \$43,327.63 paid ~~to RMC by Riverside Ambulatory Surgical Center, LLC receipt acknowledged,~~ agree to sell to Riverside Ambulatory Surgical Center, LLC, at its option, the following property now owned by RMC, namely: [Itemized listing attached].

PK 11/15/05
11/15/05

1. This option is to continue for 120 months at \$459.56 per month from December 1, 2005, according to the amortization schedule attached herewith.
2. Notice of election to purchase by Riverside Ambulatory Surgical Center, LLC shall be in writing and shall be given to me on or before November 1, 2015.
3. The price to be paid for the property, if this option is exercised, is ONE dollars (exclusive) of the above-mentioned sum of \$43,327.63.
4. After payment is made in full, RMC agrees to execute and deliver to Riverside Ambulatory Surgical Center, LLC a bill of sale conveying the property to Riverside Ambulatory Surgical Center, LLC.

Executed this 15th day of November, 2005



Phil Kambic, Sr. V. P. of Operations
Riverside Medical Center



Steven D. Williams, MD
Member and Medical Director

Section I, Operating Identity/Licensee

Attachment 3

Riverside Ambulatory Surgery Center, L.L.C. ("RASC") is an Illinois limited liability company. A copy of RASC's Good Standing Certificate dated February 12, 2019 is attached.



To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that

RIVERSIDE AMBULATORY SURGERY CENTER, L.L.C., A DELAWARE LIMITED LIABILITY COMPANY HAVING OBTAINED ADMISSION TO TRANSACT BUSINESS IN ILLINOIS ON JULY 02, 2003, 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 FOREIGN LIMITED LIABILITY COMPANY ADMITTED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set
my hand and cause to be affixed the Great Seal of
the State of Illinois, this 12TH
day of FEBRUARY A.D. 2019 .***

Jesse White

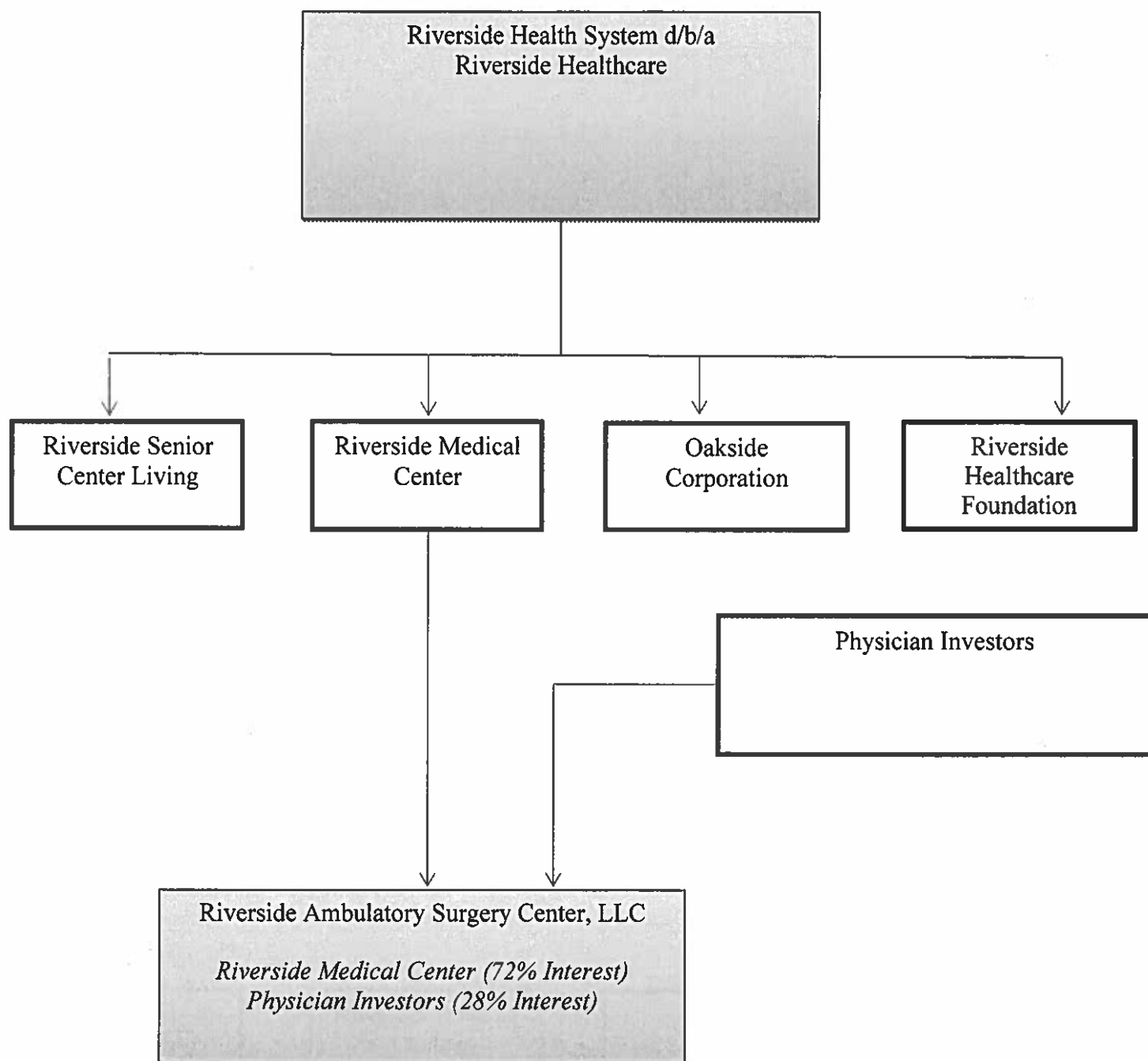
SECRETARY OF STATE

Section I, Organizational Relationships

Attachment 4

A copy of each of Riverside Ambulatory Surgery Center, L.L.C.'s ("RASC") and Riverside Healthcare's organizational chart is attached.

Organizational Chart



Section I, Flood Plain Requirement

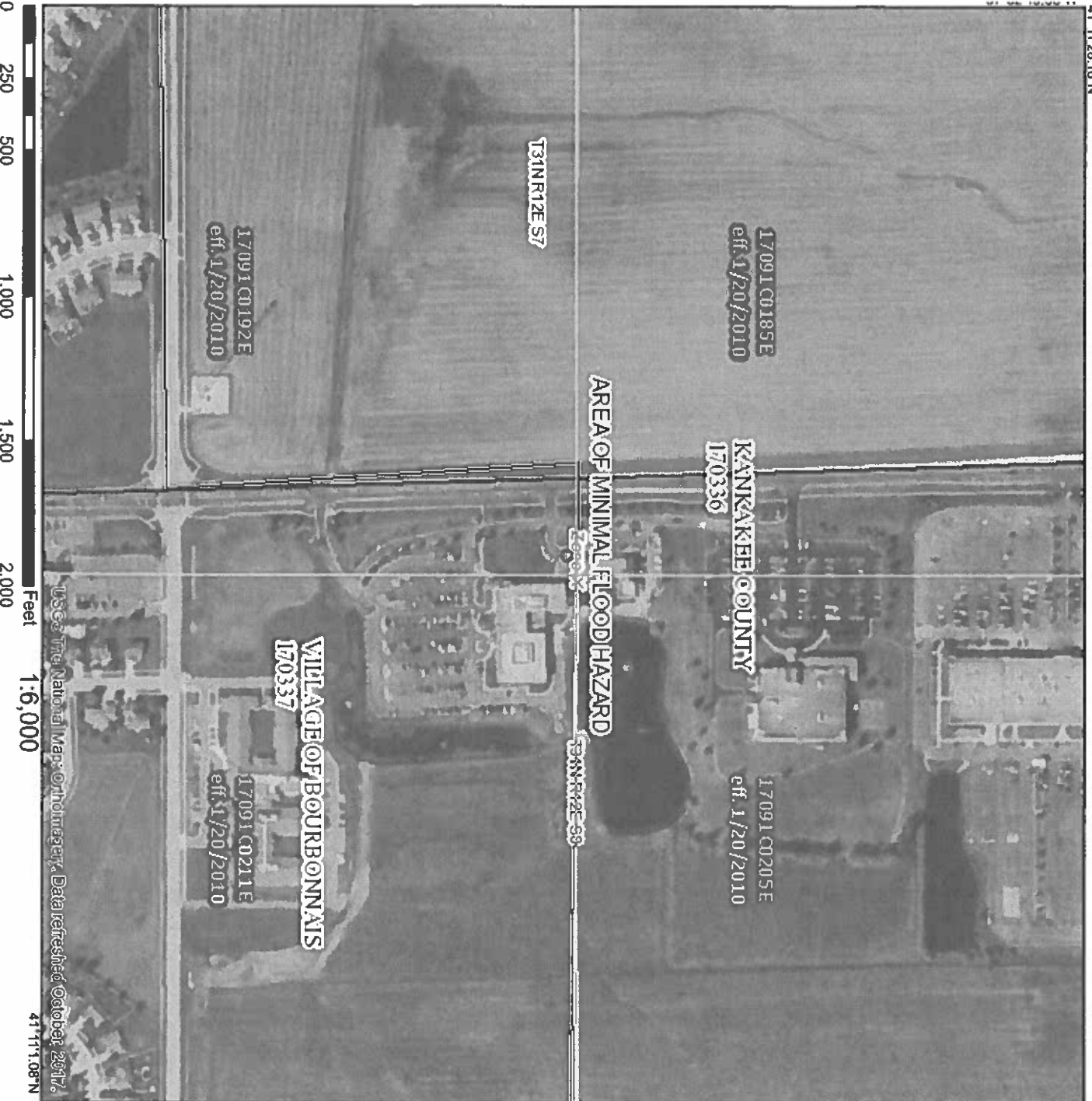
Attachment 5

As shown on the attached FEMA map the site of the Project is not located in a flood plain and that the Project complies with the Flood Plain Rules under Illinois Executive Order #2005-5.

National Flood Hazard Layer FIRMette



41°11'28.16"N



Legend

SEE THIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

	Without Base Flood Elevation (BFE) Zone A, V, AE, AH, VE, AR With BFE or Depth Zone AE, AO, AH, VE, AR Regulatory Floodway
--	---

OTHER AREAS OF FLOOD HAZARD

	0.2% Annual Chance Flood Hazard. Area of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile (Zone X)
	Future Conditions 1% Annual Chance Flood Hazard (Zone X)
	Area with Reduced Flood Risk due to Levee. See Notes, Zone X
	Area with Flood Risk due to Levee, Zone D

OTHER AREAS

	Area of Minimal Flood Hazard (Zone X)
	Effective LOMRs
	Area of Undetermined Flood Hazard (Zone X)

GENERAL STRUCTURES

	Channel, Culvert, or Storm Sewer
	Levee, Dike, or Floodwall

OTHER FEATURES

	20.2 17.5 Cross Sections with 1% Annual Chance Water Surface Elevation
	Coastal Transect
	Base Flood Elevation Line (BFE)
	Limit of Study
	Jurisdiction Boundary
	Coastal Transect Baseline
	Profile Baseline
	Hydrographic Feature

MAP PANELS

<input type="checkbox"/>	Digital Data Available
<input type="checkbox"/>	No Digital Data Available
<input checked="" type="checkbox"/>	Unmapped



The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 2/12/2019 at 5:25:10 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRL panel number, and FIRL effective date. Map images for unmapped and unmapped areas cannot be used for regulatory purposes.

Section I, Historic Resources Preservation Act Requirements

Attachment 6

The project is to add an orthopedic specialty to an existing surgery center. There is no construction involved and, consequently, a letter from the Illinois Department of Natural Resources is not applicable.

Section I, Project Costs and Source of Funds

Attachment 7

Section 1120.110, Project Costs and Sources of Funds

Project Costs and Sources of Funds			
USE OF FUNDS	REVIEWABLE	NONREVIEWABLE	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	\$40,000		\$40,000
Movable and Other Equipment (not in construction contracts)	\$145,000		\$145,000
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs to be Capitalized			
Acquisition of Building or Other property (excluding land)			
TOTAL USES OF FUNDS	\$185,000		\$185,000
SOURCE OF FUNDS			TOTAL
Cash and Securities	\$185,000		\$185,000
Pledges			
Gifts and Bequests			
Bond Issue (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOUCES OF FUNDS	\$185,000		\$185,000
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT-7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

ATTACHMENT 7

Equipment Detail

Arthroscopy Tower	\$97,861
Scope Trays	37,155
Misc Instruments	<u>9,984</u>
Total	\$145,000

Section I, Cost Space Requirements

Attachment 9

Cost Space Requirements

<u>Department/Area</u>	<u>Cost</u>	<u>Gross Square Feet</u>		<u>Amount of Proposed Total BGSF That Is:</u>				
		<u>Existing</u>	<u>Proposed</u>	<u>New Constr.</u>	<u>Modern.</u>	<u>As Is</u>	<u>Vacated Space</u>	<u>Re-assign</u>
Reviewable:								
ASTC	0	5,248	5,248	0	0	5,248	0	0
Total Reviewable								
Nonreviewable:	0	0	0	0	0	0	0	0
Total Nonreviewable	0	0	0	0	0	0	0	0
Grand Total	0	5,248	5,248	0	0	5,248	0	0

This project is to add orthopedics as an approved service at an existing multi-specialty surgery center. No construction or modernization will be performed.

Section III, Background of Applicant

Attachment 11

Section 1110.230, Background, Purpose of the Project and Alternatives

1. **A listing of all health care facilities owned by the applicant, including licensing, and certification if applicable.**

Riverside Ambulatory Surgery Center, L.L.C.'s ("RASC") ambulatory surgery treatment center license #HF116574, effective December 1, 2018, issued by the Illinois Department of Public Health ("IDPH"), is attached. RASC's most recent CLIA license, which expires June 14, 2019, is attached.

A copy of Riverside Medical Center's ("Hospital") full general hospital license #0002014, effective January 1, 2019, issued by IDPH, is attached. The Hospital's most recent of accreditation from DNV GL-Healthcare, dated August 25, 2018, is also attached.

Riverside Healthcare and/or Riverside Medical Center has ownership interest in the following facilities:

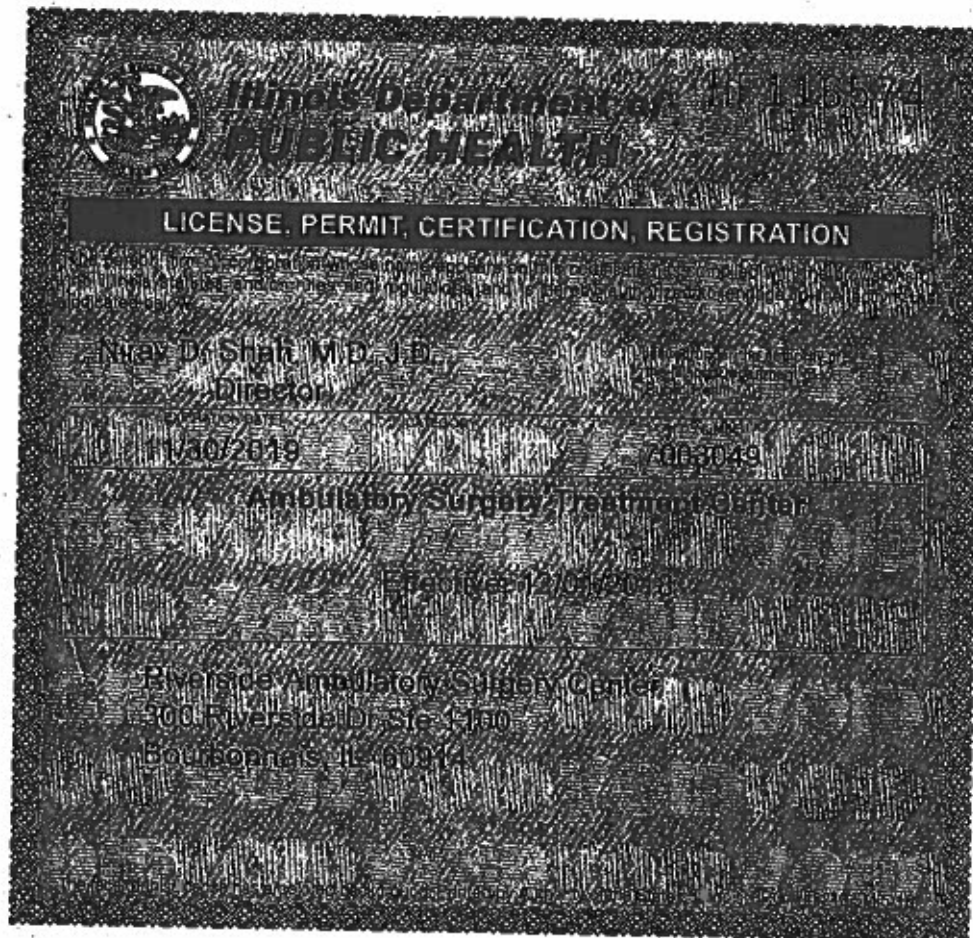
FACILITY	LOCATION	LICENSE NO.	ACCREDITATION NUMBER
Riverside Senior Living Center d/b/a Miller Rehabilitation (100%)	1601 Butterfield Trail Kankakee, IL 60901	40659	N/A
Center for Digestive Health (10%)	1615 N. Convent Bourbonnais, IL 60814	7002876	AAAHC #65640
OAK Surgical Institute	403 South Kennedy Drive Bradley, Illinois 60915	7002702	AAAHC# 23419

2. **A certified listing of any adverse action taken against any facility owned and/or operated by applicant during the three years prior to the filing of the application.**

By their signatures on the Certification pages to this application, each of the Applicants attest that no adverse action has been taken against any facility owned and/or operated by them during the three (3) years prior to the filing of this application.

3. **Authorization permitting HFSRB and DPH access to 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.**

By their signatures to the Certification pages to this application, each of the Applicants authorize HFSRB and IDPH access to any documents necessary to verify the information submitted, including, but not limited to: (i) official records of IDPH or other State agencies; (ii) the licensing or certification records of other states, when applicable; and (iii) the records of nationally recognized accreditation organizations.



ATTACHMENT-11

CENTERS FOR MEDICARE & MEDICAID SERVICES
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS
CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS
RIVERSIDE AMBULATORY SURGERY CENTER
300 RIVERSIDE DR - SUITE 1100
BOURBONNAIS, IL 60914

CLIA ID NUMBER
14D1041895

EFFECTIVE DATE
06/15/2017

LABORATORY DIRECTOR
STEVEN WILLIAMS

EXPIRATION DATE
06/14/2019

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address shown herein (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures. This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



Kaitan W. Dyer
Kaitan W. Dyer, Director
Division of Laboratory Services
Survey and Certification Group
Center for Clinical Standards and Quality

1431 Carta1_051817

- If this is a Certificate of Registration, it represents only the enrollment of the laboratory in the CLIA program and does not indicate a Federal certification of compliance with other CLIA requirements. The laboratory is permitted to begin testing upon receipt of this certificate, but is not determined to be in compliance until a survey is successfully completed.
- If this is a Certificate for Provider-Performed Microscopy Procedures, it certifies the laboratory to perform only those laboratory procedures that have been specified as provider-performed microscopy procedures and, if applicable, examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.
- If this is a Certificate of Waiver, it certifies the laboratory to perform only examinations or procedures that have been approved as waived tests by the Department of Health and Human Services.



FOR MORE INFORMATION ABOUT CLIA, VISIT OUR WEBSITE AT WWW.CMS.GOV/CLIA
OR CONTACT YOUR LOCAL STATE AGENCY. PLEASE SEE THE REVERSE FOR
YOUR STATE AGENCY'S ADDRESS AND PHONE NUMBER.
PLEASE CONTACT YOUR STATE AGENCY FOR ANY CHANGES TO YOUR CURRENT CERTIFICATE.



**Illinois Department of
PUBLIC HEALTH**

HF116925

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the Illinois statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below.

Nirav D. Shah, M.D., J.D.
Director

Issued under the authority of
the Illinois Department of
Public Health

EXPIRATION DATE	CATEGORY	I.D. NUMBER
12/31/2019		0002014
General Hospital		
Effective: 01/01/2019		

Riverside Medical Center
350 N Wall Street
Kankakee, IL 60901

The face of this license has a colored background. Printed by Authority of the State of Illinois • P.O. #48240 5M 5/16

← **DISPLAY THIS PART IN A
CONSPICUOUS PLACE**

Exp. Date 12/31/2019

Lic Number 0002014

Date Printed 11/14/2018

Riverside Medical Center

350 N Wall Street
Kankakee, IL 60901

FEE RECEIPT NO.

ATTACHMENT-11

CERTIFICATE OF ACCREDITATION

Certificate No.:
185706-2018-AHC-USA-NIAHO

Initial date:
8/25/2018

Valid until:
8/25/2021

This is to certify that:

Riverside Medical Center

350 N. Wall Street, Kankakee, IL 60901

has been found to comply with the requirements of the:

NIAHO® Hospital Accreditation Program

Pursuant to the authority granted to DNV GL Healthcare USA, Inc. by the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, this organization is deemed in compliance with the Medicare Conditions of Participation for Hospitals (42 C.F.R. §482).

This certificate is valid for a period of three (3) years from the Effective Date of Accreditation.

For the Accreditation Body:
DNV GL - Healthcare
Katy, TX



Patrick Horne
Chief Executive Officer



Lack of continual fulfillment of the conditions set out in the Certification/Accreditation Agreement may render this Certificate invalid.

DNV GL - Healthcare, 400 Techne Center Drive, Suite 100, Milford OH, 45150. Tel: 513-947-8343

www.dnvglhealthcare.com

ATTACHMENT-11

Section III, Purpose of Project

Attachment 12

Section 1110.230(b), Purpose of Project

1. **Document that the project will provide health care services that improve the health care or well-being of the market area population to be served.**

The purpose of the proposed project is to provide high quality, convenient and accessible care to the residents of Kankakee, Iroquois and Southern Will Counties. By adding orthopedic surgery to the complement of surgical services offered at the Riverside Ambulatory Surgery Center (RASC), patients will have the option to receive their orthopedic surgical care in a single location, adjacent to their surgeons' office and within a complex providing diagnostic imaging and physical therapy services.

The area is now served by a new group of five orthopedic surgeons whose offices are located at the Riverside North Campus, which also houses RASC. These new orthopedic surgeons have requested access to the surgery center for performance of orthopedic surgery and procedures appropriate to that setting. The option to use an ASTC is supported by its lower cost structure, accessibility and convenience for the patient and surgeon.

As detailed in the application, the new orthopedic surgeons will use existing operating rooms at RASC and no new construction is necessary. The acquisition of arthroscopic equipment represents the only capital investment that will be required to make orthopedic surgery immediately available at the North campus location.

2. **Define the planning area or market area, or other, per the applicant's definition.**

RASC serves patients from the following areas:

General Service Area		
ZIP CODE - PATIENT	PATIENT CITY	PERCENT
60901	Kankakee, IL	17.80%
60914	Bourbonnais, IL	17.39%
60950	Manteno, IL	9.70%
60915	Bradley, IL	7.77%
60900	Kankakee County (Non-Specified)	7.36%
60964	St. Anne, IL	4.79%
60954	Momence, IL	4.60%
60400	Will Count (Non-Specified)	4.33%
60481	Wilmington, IL	3.66%
60970	Watseka, IL	2.62%
60468	Peotone, IL	2.45%
60940	Grant Park, IL	2.45%
60922	Chebanse, IL	1.93%
60416	Coal City, IL	1.90%
60941	Herschler, IL	1.57%
60913	Bonfield, IL	1.46%
60401	Beecher, IL	1.32%
60927	Clifton, IL	1.24%
60408	Braidwood, IL	1.24%
Other	Other	4.42%

3. **Identify the existing problems or issues that need to be addressed, as applicable and appropriate for the project.**

RASC is a multi-specialty surgery center that performs procedures in a number of different specialties, but is currently not authorized to perform orthopedic procedures. Riverside Medical Group, which is part of Riverside Medical Center, added five orthopedic physicians in the second half of 2018. These physicians' offices are adjacent to RASC and these orthopedic surgeons would like to be able to perform procedures at that location.

4. **Cite the sources of the information provided as documentation.**

RASC undertakes ongoing internal utilization studies and the source of this information includes those reports and other information reported to EMS, IDFPR and IDPH.

5. **Detail how the project will address or improve the previously referenced issues or problems.**

As discussed above, five orthopedic surgeons have recently joined Riverside Medical Group. These physicians currently perform procedures at Riverside Medical Center and would also like to be able to perform selected outpatient procedures in an ambulatory surgery treatment center setting.

Riverside Medical Center currently has a minority ownership interest in OAK Surgical Institute. The physicians group owners have recently filed a certificate of need application to establish their own surgery center (Project No. 19-001). As part of that CON application the OAK physicians state that they will seek to close the current OSI center. Adding orthopedics at RASC will allow for Riverside Medical Group orthopedic physicians to perform some of their procedures in the ambulatory center context.

6. **Provide goals with quantified and measurable objectives, with specific timeframes that relate to achieving the stated goals as appropriate.**

The goal would be to provide approximately 275 orthopedic procedures in the ambulatory surgical setting at RASC.

Section III, Alternatives

Attachment 13

Alternatives

Riverside Ambulatory Surgery Center ("RASC") considered the following alternatives before determining to add orthopedic surgery to RASC's existing multi-specialty ambulatory surgery treatment center: (i) doing nothing, (ii) expand Riverside ASTC's facilities, (iii) utilize other health care facilities, and (iv) add orthopedic surgery to Riverside ASTC.

1. **Maintain Status Quo.** RASC considered continuing to operate under its current permit, performing predominantly ophthalmology procedures. However, utilization of the facility was expected to remain relatively stagnant, with little opportunity to increase efficiency and patient convenience, thereby limiting the opportunity to lower overall patient healthcare costs. For the foregoing reasons maintaining the status quo and doing nothing was rejected as an alternative.
2. **Project of Greater or Lesser Scope and Cost.** RASC considered the alternative of constructing an additional operating room for orthopedic procedures. The current capacity of RASC would permit the addition of orthopedic surgery without any facility modification at this time. While the continued growth of the practices of referring orthopedic surgeons to RASC may necessitate such an expansion in the future, RASC concluded that it would be prudent to seek expanded facilities when the volume warranted the same. Construction of an additional 2,500 square foot addition for a new OR could cost over \$400/square foot for a total construction cost of over \$1,000,000. Thus, significant capital investment in RASC to expand the facility at this time was not considered advisable.
3. **Joint Venture with Other Providers.**

RASC is presently a joint venture with Riverside Medical Center and several of their affiliated physicians. RASC will continue to be a joint venture and it is likely that the new physicians will acquire a partial ownership interest.

4. **Utilize Other Available Health Resources.** The service area for RASC includes two general acute care hospitals both with sufficient OR capacity to accommodate anticipated orthopedic procedures. However, it is well recognized that many orthopedic procedures can be performed in an ambulatory surgical treatment center at a lower cost than in a hospital setting. An additional benefit of procedures performed in an ambulatory surgical treatment center is the lower surgical site infection rates as compared with hospitals as reported by the CDC. Ease in scheduling and decreased wait times in ambulatory surgery treatment centers further support use of the such facilities over the area's hospital ORs.

There are currently two ambulatory surgery treatment centers operating in RASC's service area. One, is a dedicated general surgery facility with majority ownership by an independent GI group. As such, this facility would not be a viable option for orthopedic surgery. The second facility, Oak Surgical Institute ("OSI"), is an established orthopedic surgery center with 55% ownership held by physician members of Orthopedic Associates of Kankakee (OAK) and the remaining 45% ownership held by Oakside Corporation, a Riverside Healthcare subsidiary. The OAK physicians are presently seeking to establish a new wholly physician-owned ambulatory surgery treatment center in Bourbonnais, Illinois with the intent of moving all of their business from OSI to the new facility if the CON is approved. OAK's proposed multi-million dollar facility is more costly and leaves in jeopardy the future operation of OSI and its ability to serve as an alternative to the proposed project.

5. **Proposed Alternative.** The best alternative to fulfill RASC's goals of providing increased efficiency and patient convenience, while lowering overall patient healthcare costs, is the addition of orthopedic surgery as a permitted service at RASC. No construction or modernization costs will be required. Beyond a relatively modest investment in equipment, there are no additional personnel or operating costs incurred to make this service available to patients in RASC's service area. This alternative will allow orthopedic procedures in the outpatient surgical center venue to be available

without any delay and affords the opportunity to evaluate facility options for the future as the orthopedic market evolves.

Comparison of Alternatives

Alternative – RASC Orthopedic Specialty	Cost	Pros	Cons
Project of Greater Scope Additional Operating Room	\$1,185,000	Additional space for expansion	Too expensive at this time
Project of Lesser Scope n/a – this is the project of least scope	n/a		
Joint Venture Project is already a joint venture	N/A		
Utilize Existing Facilities			The only area ASTC performing orthopedic procedures is OSI, and majority owners have announced their intent to close OSI
Proposed Project	\$185,000	Can implement quickly Lowest cost alternative	RASC may need additional capacity in the future

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

Attachment 14

Project Scope, Utilization and Unfinished/Shell Space

SIZE OF PROJECT				
DEPARTMENT/SERVICE	PROPOSED	STATE		MET
	BGSF/DGSF	STANDARD	DIFFERENCE	STANDARD?
ASTC	5,248	5,500	(252)	YES
Total				

There will be no new construction or increase in square footage of the facility. The current facility is a two room surgery center with a total of 5,248 building gross square feet. The facility presently complies with the state standard and will continue to comply if the proposed project is approved.

Section IV, Project Services Utilization

Attachment 15

Appendix B, Project Services Utilization

1. Project Services Utilization – For Areas for Which There are Utilization Standards as Shown in Appendix B.

RASC conservatively estimated that the five new surgeons will perform approximately 275 orthopedic procedures in the second full year of operation.

Projected RASC Orthopedic Utilization			
	Procedure	Average Time*	Total Hours
2019	100	3.85 Hours	385
2020	250	3.85 Hours	963
2021	275	3.85 Hours	1059

*Statewide average time equals 3.85 hours.

RASC Total Utilization						
	Dept./Service	Historical Utilization	Projected Utilization	State Standard	Meet Standard?	ORs
2015	ASTC	1,588	--	3,000	no	2
2016	ASTC	1,591	--	3,000	no	2
2017	ASTC	1,978		3,000	no	2
2018	ASTC	1,897		3,000	no	2
2019	ASTC		2,335	3,000	no	2
2020	ASTC		2,913	3,000	no	2
2021	ASTC		3,009	3,000	yes	2

2. Project Size Utilization – For Areas for Which There are Not Utilization Standards as Shown in Appendix B.

Not applicable because there are no clinical areas for which there are not utilization standards.

A letter addressing that the Project will achieve and maintain the occupancy specified in §1110.234(c)(1) by the second year of operation after project completion is attached.

Section V, Service Specific Review Criteria

Attachment 24

Non-Hospital Based Ambulatory Surgery

1. Services to GSA Residents

Riverside Ambulatory Surgery Center's ("RASC") serves patients from the following areas:

General Service Area		
ZIP CODE - PATIENT	PATIENT CITY	PERCENT
60901	Kankakee, IL	17.80%
60914	Bourbonnais, IL	17.39%
60950	Manteno, IL	9.70%
60915	Bradley, IL	7.77%
60900	Kankakee County (Non-Specified)	7.36%
60964	St. Anne, IL	4.79%
60954	Momence, IL	4.60%
60400	Will County (Non-Specified)	4.33%
60481	Wilmington, IL	3.66%
60970	Watseka, IL	2.62%
60468	Peotone, IL	2.45%
60940	Grant Park, IL	2.45%
60922	Chebanse, IL	1.93%
60416	Coal City, IL	1.90%
60941	Herscher, IL	1.57%
60913	Bonfield, IL	1.46%
60401	Beecher, IL	1.32%
60927	Clifton, IL	1.24%
60408	Braidwood, IL	1.24%
Other	Other	4.42%

2. Service Demand

RASC is an existing two-room multi-specialty ASTC. As the chart below shows, RASC has the historical utilization to justify its current two operating rooms. No additional rooms will be constructed. The Five new orthopedic physicians have joined Riverside Medical Group, all new to the Kankakee geographic area.

Included in this attachment is a letter from these physicians projecting their referrals to RASC. Using a conservative estimate of 275 procedures total from the five physicians, multiplied by the statewide average time for orthopedic procedures, RASC will achieve target occupancy.

Projected RASC Orthopedic Utilization			
	<u>Procedure</u>	<u>Average Time*</u>	<u>Total Hours</u>
2019	100	3.85 Hours	385
2020	250	3.85 Hours	963
2021	275	3.85 Hours	1059

*Statewide average time equals 3.85 hours.

RASC Total Utilization						
	<u>Dept./Service</u>	<u>Historical Utilization</u>	<u>Projected Utilization</u>	<u>State Standard</u>	<u>Meet Standard?</u>	<u>ORs</u>
2015	ASTC	1,588	--	3,000	no	2
2016	ASTC	1,591	--	3,000	no	2
2017	ASTC	1,978		3,000	no	2
2018	ASTC	1,897		3,000	no	2
2019	ASTC		2,335	3,000	no	2
2020	ASTC		2,913	3,000	no	2
2021	ASTC		3,009	3,000	yes	2

3. Treatment Room Need Assessment

RASC currently justifies two-operation rooms (1,975 hours in 2017 divided by 1,500 hours equals 1.32 ORs). With the addition of orthopedics, RASC anticipates that it will have 3,009 hours in 2021.

4. Staffing

RASC anticipates that it will be able to perform the additional specialty procedures with current staff, but that existing staff may work additional hours per week. The cost of additional hours worked is reflected in the projected operation costs in Attachment 36.

5. Charge Commitment

A list of the proposed procedures to be performed at the Applicant's facility is attached along with the charges for such procedures. Additionally, attached is a letter attesting that these charges will not increase, at a minimum, for the first 2 years of operation unless a permit is first obtained pursuant to 77 Ill. Adm. Code 1130.310(a).

6. Assurances

Attached is a letter attesting that a peer review program exists that evaluates whether patient outcomes are consistent with quality standards established by professional organizations for the facilities' services, and if outcomes do not meet or exceed those standards, that a quality improvement plan will be initiated.

Also attached is a letter attesting to the fact that, in the second year of operation after the project completion date, the annual utilization of the procedure rooms will meet or exceed the utilization standard specified in 77 Ill. Adm. Code 1100.

Key	Description	Specialty	Fee
10060	INCISION AND DRAINAGE OF ABSCESS		\$2,249
10061	INCISION AND DRAINAGE OF ABSCESS COMPLICATED OR MULTIPLE		\$2,249
10120	INCISION AND REMOVAL OF FOREIGN BODY, SUBCUTANEOUS TISSUES: SIMPLE		\$797
	Orthope		
10121	INCISION AND REMOVAL OF FOREIGN BODY, SUBCUTANEOUS TISSUES: COMPLICATED		\$818
	Orthope		
10140	INCISION AND DRAINAGE OF HEMATOMA, SEROMA OR FLUID COLLECTION		\$546
10160	PUNCTURE ASPIRATION OF ABSCESS, HEMATOMA, BULLA, OR CYST		\$273
10180	INCISION AND DRAINAGE, COMPLEX, POSTOPERATIVE WOUND INFECTION		\$5,020
11010	DEBRIDEMENT; SKIN AND SUBCUTANEOUS TISSUES		\$3,271
11011	DEBRIDEMENT; SKIN, SUBCUTANEOUS TISSUE; MUSCLE FASCIA, AND MUSCLE		\$4,089
11012	DEBRIDEMENT; SKIN, SUBCUTANEOUS TISSUE; MUSCLE FASCIA, MUSCLE, AND BONE		\$4,746
	Orthope		
11040	DEBRIDEMENT; SKIN, PARTIAL THICKNESS		\$339
11041	DEBRIDEMENT; SKIN, FULL THICKNESS		\$935
11042	DEBRIDEMENT; SKIN, AND SUBCUTANEOUS TISSUE		\$2,026
11043	DEBRIDEMENT; SKIN, SUBCUTANEOUS TISSUE, AND MUSCLE		\$3,164
	Orthope		
11044	DEBRIDEMENT; SKIN, SUBCUTANEOUS TISSUE, MUSCLE, AND BONE		\$3,956
	Orthope		
11100	BIOPSY OF SKIN, SUBCUTANEOUS TISSUE AND/OR MUCOUS MEMBRANE		\$259
11200	REMOVAL OF SKIN TAGS, ANY AREA; UP TO AND INCLUDING 15 LESIONS		\$2,000
	Orthope		
11400	EXCISION, BENIGN LESION; EXCISED DIAMETER OVER 4.0 CM		\$310
11402	EXCISION, BENIGN LESION; EXCISED DIAMETER 1.1 TO 2.0 CM		\$384
11403	EXCISION, BENIGN LESION; EXCISED DIAMETER 2.1 TO 3.0 CM		\$412
11404	EXCISION, BENIGN LESION; EXCISED DIAMETER 3.1 TO 4.0 CM		\$6,251
11406	EXCISION, BENIGN LESION; EXCISED DIAMETER OVER 4.0 CM		\$9,375
11420	EXCISION, BENIGN LESION; EXCISED DIAMETER 0.5 CM OR LESS		\$301
11421	EXCISION, BENIGN LESION; EXCISED DIAMETER 0.6 TO 1.0 CM		\$357
11422	EXCISION, BENIGN LESION; EXCISED DIAMETER 1.1 TO 2.0 CM		\$392
	Podiatr		
11423	EXCISION, BENIGN LESION; EXCISED DIAMETER 2.1 TO 3.0 CM		\$421
11424	EXCISION, BENIGN LESION; EXCISED DIAMETER 3.1 TO 4.0 CM		\$6,251
11426	EXCISION, BENIGN LESION; EXCISED DIAMETER OVER 4.0 CM		\$9,375
11444	EXCISION, OTHER BENIGN LESION; EXCISED DIAMETER 3.1 TO 4.0 CM		\$6,251

11446	EXCISION, OTHER BENIGN LESION ; EXCISED DIAMETER OVER 4.0 CM	\$9,375
11450	EXCISION OF SKIN AND SUBCUTANEOUS TISSUE FOR HIDRADENITIS, AXILLARY;	\$9,375
11451	EXCISION OF SKIN AND SUBCUTANEOUS TISSUE FOR HIDRADENITIS, AXILLARY; WITH COMPLEX REPAIR	\$15,625
11462	EXCISION OF SKIN AND SUBCUTANEOUS TISSUE; WITH SIMPLE OR INTERMEDIATE REPAIR	\$9,375
11463	EXCISION OF SKIN AND SUBCUTANEOUS TISSUE FOR HIDRADENITIS, INGUINAL; WITH COMPLEX REPAIR	\$15,625
11470	EXCISION OF SKIN AND SUBCUTANEOUS TISSUE; WITH SIMPLE OR INTERMEDIATE REPAIR	\$9,375
11471	EXCISION OF SKIN AND SUBCUTANEOUS TISSUE; WITH COMPLEX REPAIR	\$15,625
11604	EXCISION, MALIGNANT LESION; EXCISED DIAMETER 3.1 TO 4.0 CM	\$9,375
11606	EXCISION, MALIGNANT LESION; EXCISED DIAMETER OVER 4.0 CM	\$12,499
11624	EXCISION, MALIGNANT LESION; EXCISED DIAMETER 3.1 TO 4.0 CM	\$9,375
11626	EXCISION, MALIGNANT LESION; EXCISED DIAMETER OVER 4.0 CM	\$12,499
11644	EXCISION, MALIGNANT LESION EXCISED DIAMETER 3.1 TO 4.0 CM	\$9,375
11646	EXCISION, MALIGNANT LESION; EXCISED DIAMETER OVER 4.0 CM	\$12,499
11720	DEBRIDEMENT OF NAIL(S) BY ANY METHOD(S); 1 TO 5	\$314
11730	AVULSION OF NAIL PLATE, PARTIAL OR COMPLETE, SIMPLE; SINGLE	\$569
	Orthope	
11740	EVACUATION OF SUBUNGUAL HEMATOMA	\$1,564
11760	EXCISION OF NAIL AND NAIL MATRIX, PARTIAL OR COMPLETE, FOR PERMANENT REMOVAL;	\$6,251
	Orthope	
11760	REPAIR OF NAIL BED	\$1,595
	Orthope	
11765	WEDGE EXCISION OF SKIN OF NAIL FOLD (EG, FOR INGROWN TOENAIL)	\$2,085
	Orthope	
11770	EXCISION OF PILONIDAL CYST OR SINUS; SIMPLE	\$6,251
11771	EXCISION OF PILONIDAL CYST OR SINUS; EXTENSIVE	\$12,499
11772	EXCISION OF PILONIDAL CYST OR SINUS; COMPLICATED	\$15,625
11900	INJECTION, INTRALESIONAL; UP TO AND INCLUDING 7 LESION%2,....	\$601
12001	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF SCALP, NECK, AXILLAE, EXTERNA; 2.5 CM OR LESS	\$441
12002	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF SCALP, NECK, AXILLAE; 2.6 CM TO 7.5 CM	\$1,181
12005	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF SCALP, NECK, AXILLAE; 12.6 CM TO 20.0 CM	\$1,469
12006	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF SCALP, NECK, AXILLAE; 20.1 CM TO 30.0 CM	\$2,204
12007	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF SCALP, NECK, AXILLAE; OVER 30.0 CM	\$3,526
12016	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS; 12.6 CM TO 20.0	\$1,762
12017	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS; 20.1 CM TO 30.0 CM	\$2,204
12018	SIMPLE REPAIR OF SUPERFICIAL WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS; OVER 30.0 CM	\$3,526

12020	TREATMENT OF SUPERFICIAL WOUND DEHISCENCE; SIMPLE CLOSURE	\$753
12021	TREATMENT OF SUPERFICIAL WOUND DEHISCENCE; WITH PACKING	\$790
12031	LAYER CLOSURE OF WOUNDS OF SCALP, AXILLAE, TRUNK AND/OR EXTREMITIES; 2.5 CM OR LESS	\$460
12032	LAYER CLOSURE OF WOUNDS OF SCALP, AXILLAE, TRUNK AND/OR EXTREMITIES; 2.6 CM TO 7.5 CM	\$625
12034	LAYER CLOSURE OF WOUNDS OF SCALP, AXILLAE, TRUNK AND/OR EXTREMITIES; 7.6 CM TO 12.5 CM	\$1,762
12035	LAYER CLOSURE OF WOUNDS OF SCALP, AXILLAE, TRUNK AND/OR EXTREMITIES; 12.6 CM TO 20.0 CM	\$2,644
12036	LAYER CLOSURE OF WOUNDS OF SCALP, AXILLAE, TRUNK AND/OR EXTREMITIES; 20.1 CM TO 30.0 CM	\$3,526
12037	LAYER CLOSURE OF WOUNDS OF SCALP, AXILLAE, TRUNK AND/OR EXTREMITIES; OVER 30.0 CM	\$4,407
12041	LAYER CLOSURE OF WOUNDS OF NECK, HANDS, FEET; 2.5 CM OR LESS	\$574
12042	LAYER CLOSURE OF WOUNDS OF NECK, HANDS, FEET 2.6 CM TO 7.5 CM	\$912
12044	LAYER CLOSURE OF WOUNDS OF NECK, HANDS, FEET; 7.6 CM TO 12.5 CM	\$1,762
12045	LAYER CLOSURE OF WOUNDS OF NECK, HANDS, FEET; 12.6 CM TO 20.0 CM	\$2,644
12046	LAYER CLOSURE OF WOUNDS OF NECK, HANDS, FEET; 20.1 CM TO 30.0 CM	\$3,526
12047	LAYER CLOSURE OF WOUNDS OF NECK, HANDS, FEET; OVER 30.0 CM	\$4,407
12054	LAYER CLOSURE OF WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS; 7.6 CM TO 12.5 CM	\$2,644
12055	LAYER CLOSURE OF WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS; 12.6 CM TO 20.0 CM	\$3,526
12056	LAYER CLOSURE OF WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS; 20.1 CM TO 30.0 CM	\$4,407
12057	LAYER CLOSURE OF WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS; OVER 30.0 CM	\$5,287
13100	REPAIR, COMPLEX, TRUNK; 1.1 CM TO 2.5 CM	\$882
13101	REPAIR, COMPLEX, TRUNK; 2.6 CM TO 7.5 CM	\$1,902
13102	REPAIR, COMPLEX, TRUNK; EACH ADDITIONAL 5 CM OR LESS	\$766
13120	REPAIR, COMPLEX, SCALP, ARMS, AND/OR LEGS; 1.1 CM TO 2.5 CM	\$1,762
13121	REPAIR, COMPLEX, SCALP, ARMS, AND/OR LEGS; 2.6 CM TO 7.5 CM	\$2,235
13131	REPAIR, COMPLEX, FOREHEAD, CHEEKS, CHIN, MOUTH, NECK, AXILLAE, HANDS AND/OR FEET; 1.1 CM TO	\$2,644
13132	REPAIR, COMPLEX, FOREHEAD, CHEEKS, CHIN, MOUTH, NECK, AXILLAE, HANDS AND/OR FEET; 2.6 CM TO	\$3,526
13150	REPAIR, COMPLEX, EYELIDS, NOSE, EARS AND/OR LIPS; 1.0 CM OR LESS	\$1,762
13151	REPAIR, COMPLEX, EYELIDS, NOSE, EARS AND/OR LIPS; 1.1 CM TO 2.5 CM	\$2,644
13152	REPAIR, COMPLEX, EYELIDS, NOSE, EARS AND/OR LIPS; 2.6 CM TO 7.5 CM	\$3,526
13160	SECONDARY CLOSURE OF SURGICAL WOUND OR DEHISCENCE, EXTENSIVE OR COMPLICATED	\$7,051
14000	ADJACENT TISSUE TRANSFER OR REARRANGEMENT, TRUNK; DEFECT 10 SO CM OR LESS	\$3,526
14001	ADJACENT TISSUE TRANSFER OR REARRANGEMENT, TRUNK; DEFECT 10.1 SO CM TO 30.0 SQ CM	\$5,287
15350	APPLICATION OF ALLOGRAFT, SKIN; 100 SO CM OR LESS	\$3,526
15351	APPLICATION OF ALLOGRAFT, SKIN; EACH ADDITIONAL 100 SO CM	\$1,762

15400	XENOGRAFT, SKIN (DERMAL), FOR TEMPORARY WOUND CLOSURE, TRUNK, ARMS, LEGS;	\$5,323
15401	XENOGRAFT, SKIN (DERMAL), FOR TEMPORARY WOUND CLOSURE, TRUNK, ARMS, LEGS;	\$1,762
15570	FORMATION OF DIRECT OR TUBED PEDICLE, WITH OR WITHOUT TRANSFER; TRUNK	\$6,169
15572	FORMATION OF DIRECT OR TUBED PEDICLE, WITH OR WITHOUT TRANSFER; SCALP, ARMS, OR LEG	\$6,169
15574	FORMATION OF DIRECT OR TUBED PEDICLE, WITH OR WITHOUT TRANSFER;	\$7,051
15576	FORMATION OF DIRECT OR TUBED PEDICLE;	\$7,051
15600	DELAY OF FLAP OR SECTIONING OF FLAP (DIVISION AND INSET); AT TRUNK	\$7,051
15610	DELAY OF FLAP OR SECTIONING OF FLAP (DIVISION AND INSET); AT SCALP, ARMS, OR LEGS	\$7,051
15620	DELAY OF FLAP OR SECTIONING OF FLAP (DIVISION AND INSET);	\$7,051
15630	DELAY OF FLAP OR SECTIONING OF FLAP (DIVISION AND INSET);	\$7,051
15650	TRANSFER, INTERMEDIATE, OF ANY PEDICLE FLAP (EG, ABDOMEN TO WRIST, WALKING TUBE),	\$7,051
15732	MUSCLE, MYOCUTANEOUS, OR FASCIOCUTANEOUS FLAP; HEAD AND NECK	\$8,813
15734	MUSCLE, MYOCUTANEOUS, OR FASCIOCUTANEOUS FLAP; TRUNK	\$8,813
15736	MUSCLE, MYOCUTANEOUS, OR FASCIOCUTANEOUS FLAP; UPPER EXTREMITY	\$8,813
15738	MUSCLE, MYOCUTANEOUS, OR FASCIOCUTANEOUS FLAP; LOWER EXTREMITY	\$8,813
15740	FLAP; ISLAND PEDICLE	\$6,169
15750	FLAP; NEUROVASCULAR PEDICLE	\$6,169
15920	EXCISION, COCCYGEAL PRESSURE ULCER, WITH COCCYGECTOMY; WITH PRIMARY SUTURE	\$4,474
15922	EXCISION, COCCYGEAL PRESSURE ULCER, WITH COCCYGECTOMY; WITH FLAP CLOSURE	\$8,947
15931	EXCISION, SACRAL PRESSURE ULCER, WITH PRIMARY SUTURE;	\$4,474
15933	EXCISION, SACRAL PRESSURE ULCER, WITH PRIMARY SUTURE; WITH OSTECTOMY	\$6,711
15934	EXCISION, SACRAL PRESSURE ULCER, WITH SKIN FLAP CLOSURE;	\$8,947
15935	EXCISION, SACRAL PRESSURE ULCER, WITH SKIN FLAP CLOSURE; WITH OSTECTOMY	\$11,184
15936	EXCISION, SACRAL PRESSURE ULCER, IN PREPARATION FOR MUSCLE	\$8,947
15937	EXCISION, SACRAL PRESSURE ULCER, IN PREPARATION FOR MUSCLE	\$11,184
15940	EXCISION, ISCHIAL PRESSURE ULCER, WITH PRIMARY SUTURE	\$4,474
15941	EXCISION, ISCHIAL PRESSURE ULCER, WITH PRIMARY SUTURE; WITH OSTECTOMY (ISCHIECTOMY)	\$8,947
15944	EXCISION, ISCHIAL PRESSURE ULCER, WITH SKIN FLAP CLOSURE;	\$4,474
15945	EXCISION, ISCHIAL PRESSURE ULCER, WITH SKIN FLAP CLOSURE; WITH OSTECTOMY	\$8,947
15946	EXCISION, ISCHIAL PRESSURE ULCER, WITH OSTECTOMY;	\$8,947
15950	EXCISION, TROCHANTERIC PRESSURE ULCER, WITH PRIMARY SUTURE;	\$4,474
15951	EXCISION, TROCHANTERIC PRESSURE ULCER, WITH PRIMARY SUTURE; WITH OSTECTOMY	\$8,947
15952	EXCISION, TROCHANTERIC PRESSURE ULCER, WITH SKIN FLAP CLOSURE;	\$4,474
15953	EXCISION, TROCHANTERIC PRESSURE ULCER, WITH SKIN FLAP CLOSURE; WITH OSTECTOMY	\$8,947

20900 BONE GRAFT, ANY DONOR AREA, MINOR OR SMALL (EG, DOWEL OR BUTION)	\$2,129
20902 BONE GRAFT, ANY DONOR AREA, MAJOR OR LARGE	\$3,113
20910 CARTILAGE GRAFT, COSTOCHONDRAL	\$2,294
20922 FASCIA LATA GRAFT, BY INCISION AND AREA EXPOSURE, COMPLEX OR SHEET	\$2,458
20924 TENDON GRAFT, FROM A DISTANCE (EG, PALMARIS, TOE EXTENSOR, PLANTARIS)	\$1,721
20926 TISSUE GRAFTS, OTHER (EG, PARATENON, FAT, DERMIS)	\$3,823
20950 MONITORING OF INTERSTITIAL FLUID PRESSURE	\$6,552
20999 UNLISTED PROCEDURE, MUSCULOSKELETAL SYSTEM, GENERAL	\$0
21010 ARTHROTOMY, TEMPOROMANDIBULAR JOINT	\$6,621
21501 INCISION AND DRAINAGE, DEEP ABSCESS OR HEMATOMA, SOFT TISSUES OF NECK OR THORAX;	\$3,784
21502 INCISION AND DRAINAGE, DEEP ABSCESS OR HEMATOMA, SOFT TISSUES OF NECK OR THORAX;	\$4,730
21510 INCISION, DEEP, WITH OPENING OF BONE CORTEX, THORAX	\$7,567
21555 EXCISION TUMOR, SOFT TISSUE OF NECK OR THORAX; SUBCUTANEOUS	\$4,730
21556 EXCISION TUMOR, SOFT TISSUE OF NECK OR THORAX; DEEP, SUBFASCIAL, INTRAMUSCULAR	\$5,676
21600 EXCISION OF RIB, PARTIAL	\$6,621
21610 COSTOTRANSVERSECTOMY (SEPARATE PROCEDURE)	\$6,621
21700 DIVISION OF SCALENUS ANTICUS; WITHOUT RESECTION OF CERVICAL RIB	\$6,621
21900 CLOSED TREATMENT OF RIB FRACTURE, UNCOMPLICATED, EACH	\$434
21805 OPEN TREATMENT OF RIB FRACTURE WITHOUT FIXATION, EACH	\$3,784
21820 CLOSED TREATMENT OF STERNUM FRACTURE	\$1,892
21920 BIOPSY, SOFT TISSUE OF BACK OR FLANK; SUPERFICIAL	\$533
21925 BIOPSY, SOFT TISSUE OF BACK OR FLANK; DEEP	\$3,784
21930 EXCISION, TUMOR, SOFT TISSUE OF BACK OR FLANK	\$4,730
21935 RADICAL RESECTION OF TUMOR (EG, MALIGNANT NEOPLASM), SOFT TISSUE OF BACK OR FLANK	\$6,621
22305 CLOSED TREATMENT OF VERTEBRAL PROCESS FRACTURE(S)	\$789
22310 CLOSED TREATMENT OF VERTEBRAL BODY FRACTURE(S), WO MANIPULATION,	\$1,892
22315 CLOSED TREATMENT OF VERTEBRAL FRACTURE(S) AND/OR DISLOCATION(S)	\$3,784
22505 MANIPULATION OF SPINE REQUIRING ANESTHESIA, ANY REGION	\$867
22900 EXCISION, ABDOMINAL WALL TUMOR, SUBFASCIAL (EG, DESMOID)	\$5,676
23000 REMOVAL OF SUBDELTOID CALCAREOUS DEPOSITS, OPEN	\$13,343
23020 CAPSULAR CONTRACTURE RELEASE (EG, SEVER TYPE PROCEDURE)	\$15,248
23030 INCISION AND DRAINAGE, SHOULDER AREA; DEEP ABSCESS OR HEMATOMA	\$10,918
23031 INCISION AND DRAINAGE, SHOULDER AREA; INFECTED BURSA	\$11,437
23035 INCISION, BONE CORTEX (EG, OSTEOMYELITIS OR BONE ABSCESS), SHOULDER AREA	\$13,343

Orthope

23040	ARTHROTOMY, GLENOHUMERAL JOINT, INCLUDING EXPLORATION, DRAINAGE	\$13,343
23044	ARTHROTOMY, ACROMIOCLAVICULAR, STERNOCLAVICULAR JOINT,	\$17,155
23065	BIOPSY, SOFT TISSUE OF SHOULDER AREA; SUPERFICIAL90996	\$954
23066	BIOPSY, SOFT TISSUE OF SHOULDER AREA; DEEP90997	\$11,437
23071	EXCISION, TUMOR, SOFT TISSUE OF SHOULDER AREA, SUBCUTANEOUS; 3 CM OR GREATER	\$10,404
23075	EXCISION, SOFT TISSUE TUMOR, SHOULDER AREA; SUBCUTANEOUS	\$9,257
23076	EXCISION, SOFT TISSUE TUMOR, SHOULDER AREA; DEEP, SUBFASCIAL, OR INTRAMUSCULAR	\$13,343
23077	RADICAL RESECTION OF TUMOR (EG, MALIGNANT NEOPLASM), SOFT TISSUE OF SHOULDER AREA	\$15,248
23100	ARTHROTOMY, GLENOHUMERAL JOINT, INCLUDING BIOPSY	\$13,343
23101	ARTHROTOMY, ACROMIOCLAVICULAR JT OR STERNOCLAVICULAR JT,	\$19,061
23105	ARTHROTOMY, GLENOHUMERAL JOINT, WITH SYNOVECTOMY, WITH OR WITHOUT BIOPSY	\$15,248
23106	ARTHROTOMY, STERNOCLAVICULAR JOINT, WITH SYNOVECTOMY, WITH OR WITHOUT BIOPSY	\$15,248
23107	ARTHROTOMY, GLENOHUMERAL JOINT, WITH JT EXP, WITH OR WO REMOVAL OF LOOSE OR FOR BODY	\$17,155
23120	CLAVICULECTOMY; PARTIAL	\$20,356
23125	CLAVICULECTOMY; TOTAL	\$22,874
23130	ACROMIOPLASTY OR ACROMIONECTOMY, PARTIAL, WITH OR WO CORACOACROMIAL LIG RELEASE	\$22,206
23140	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF CLAVICLE OR SCAPULA;	\$13,343
23145	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF CLAV OR SCAP; WITH AUTOGRAFT	\$19,061
23146	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF CLAV OR SCAP; WITH ALLOGRAFT	\$15,248
23150	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF PROXIMAL HUMERUS;	\$13,343
23155	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF PROXIMAL HUMERUS; WITH	\$19,061
23156	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF PROXIMAL HUMERUS; WITH	\$15,248
23170	SEQUESTRECTOMY (EG, FOR OSTEOMYELITIS OR BONE ABSCESS), CLAVICLE	\$15,248
23172	SEQUESTRECTOMY (EG, FOR OSTEOMYELITIS OR BONE ABSCESS), SCAPULA	\$15,248
23174	SEQUESTRECTOMY (EG, FOR OSTEOMYELITIS OR BONE ABSCESS) 15,720.00	\$0
23182	PARTIAL EXCISION BONE (EG, OSTEOMYELITIS), SCAPULA	\$19,061
	Orthope	
23184	PARTIAL EXCISION BONE (EG, OSTEOMYELITIS), PROXIMAL HUMERUS	\$19,061
	Orthope	
23190	OSTECTOMY OF SCAPULA, PARTIAL (EG, SUPERIOR MEDIAL ANGLE)	\$19,061
	Orthope	
23195	RESECTION, HUMERAL HEAD	\$19,061
	Orthope	
23330	REMOVAL OF FOREIGN BODY, SHOULDER; SUBCUTANEOUS	\$7,625
	Orthope	

23331	REMOVAL OF FOREIGN BODY, SHOULDER; DEEP (EG, NEER HEMIARTHROPLASTY REMOVAL)	\$13,343
Orthope		
23395	MUSCLE TRANSFER, ANY TYPE; SHOULDER OR UPPER ARM; SINGLE	\$17,155
Orthope		
23400	SCAPULOPEXY (EG, SPRENGELS DEFORMITY OR FOR PARALYSIS)	\$17,155
Orthope		
23405	TENOTOMY, SHOULDER AREA; SINGLE TENDON	\$17,155
Orthope		
23406	TENOTOMY, SHOULDER AREA; MULTIPLE TENDONS THROUGH SAME INCISION	\$19,061
Orthope		
23410	REPAIR OF RUPTURED MUSCULOTENDINOUS CUFF (EG, ROTATOR CUFF) OPEN; ACUTE	\$16,656
Orthope		
23412	REPAIR OF RUPTURED MUSCULOTENDINOUS CUFF (EG, ROTATOR CUFF) OPEN; CHRONIC	\$18,506
Orthope		
23415	CORACOACROMIAL LIGAMENT RELEASE; WITH OR WITHOUT ACROMIOPLASTY	\$17,155
Orthope		
23420	RECONSTRUCTION OF COMPLETE SHOULDER (ROTATOR) CUFF AVULSION, CHRONIC	\$27,523
Orthope		
23430	TENODESIS OF LONG TENDON OF BICEPS	\$16,656
Orthope		
23440	RESECTION OR TRANSPLANTATION OF LONG TENDON OF BICEPS	\$19,061
Orthope		
23450	CAPSULORRHAPHY, ANTERIOR; PUTTI-PLATT PROCEDURE OR MAGNUSON TYPE OPERATION	\$19,061
Orthope		
23455	CAPSULORRHAPHY, ANTERIOR; WITH LABRAL REPAIR (EG, BANKART PROCEDURE)	\$22,936
Orthope		
23460	CAPSULORRHAPHY, ANTERIOR, ANY TYPE; WITH BONE BLOCK	\$17,155
Orthope		
23462	CAPSULORRHAPHY, ANTERIOR, ANY TYPE; WITH CORACOID PROCESS TRANSFER	\$19,061
Orthope		
23465	CAPSULORRHAPHY, GLENOHUMERAL JOINT, POSTERIOR, WITH OR WITHOUT BONE BLOCK	\$17,155
Orthope		
23466	CAPSULORRHAPHY, GLENOHUMERAL JOINT, ANY TYPE MULTI-DIRECTIONAL INSTABILITY	\$19,061
Orthope		
23480	OSTECTOMY, CLAVICLE, WITH OR WITHOUT INTERNAL FIXATION;	\$15,248
Orthope		
23485	OSTECTOMY, CLAVICLE, WITH OR WO INTERNAL FIXATION; WITH BONE GRAFT FOR NONUNION OR MAL	\$19,061
Orthope		
23490	PROPHYLACTIC TREATMENT WITH OR WO METHYLMETHACRYLATE; CLAVICLE	\$5,719
Orthope		

23491	PROPHYLACTIC TREATMENT WITH OR WD METHYLMETHACRYLATE; PROXIMAL HUMERUS Orthope	\$11,437
23500	CLOSED TREATMENT OF CLAVICULAR FRACTURE; WITHOUT MANIPULATION Orthope	\$3,812
23505	CLOSED TREATMENT OF CLAVICULAR FRACTURE; WITH MANIPULATION Orthope	\$7,625
23515	OPEN TREATMENT OF CLAVICULAR FRACTURE. INCLUDES INTERNAL FIXATION, WHEN PERFORMED Orthope	\$16,656
23520	CLOSED TREATMENT OF STERNOCLAVICULAR DISLOCATION; WITHOUT MANIPULATION Orthope	\$3,812
23525	CLOSED TREATMENT OF STERNOCLAVICULAR DISLOCATION; WITH MANIPULATION Orthope	\$7,625
23530	OPEN TREATMENT OF STERNOCLAVICULAR DISLOCATION, ACUTE OR CHRONIC; Orthope	\$17,155
23532	OPEN TREATMENT OF STERNOCLAVICULAR DISLOCATION, ACUTE OR CHRONIC; WITH FASCIAL GRAFT Orthope	\$19,061
23540	CLOSED TREATMENT OF ACROMIOCLAVICULAR DISLOCATION; WITHOUT MANIPULATION Orthope	\$3,812
23545	CLOSED TREATMENT OF ACROMIOCLAVICULAR DISLOCATION; WITH MANIPULATION Orthope	\$7,625
23550	OPEN TREATMENT OF ACROMIOCLAVICULAR DISLOCATION, ACUTE OR CHRONIC; Orthope	\$16,656
23552	OPEN TREATMENT OF ACROMIOCLAVICULAR DISLOCATION, ACUTE OR CHRONIC; WITH FASCIAL GRAFT Orthope	\$22,936
23570	CLOSED TREATMENT OF SCAPULAR FRACTURE; WITHOUT MANIPULATION Orthope	\$3,812
23575	CLOSED TREATMENT OF SCAPULAR FRACTURE; WITH MANIPULATION, WITH OR WO SKELETAL Orthope	\$7,625
23585	OPEN-TREATMENT OF SCAPULAR FRACTURE (BODY, GLENOID OR ACROMION) WITH OR WO INT FIX Orthope	\$17,155
23600	CLOSED TREATMENT OF PROXIMAL HUMERAL FRACTURE; WO MANIPULATION Orthope	\$3,812
23605	CLOSED TREATMENT OF PROX HUMERAL FRACTURE; WITH MANIPULATION, WITH OR WO SKELETAL Orthope	\$7,625
23615	OPEN TREATMENT OF PROXIMAL HUMERAL FRACTURE, INCLUDES INTERNAL FIXATION, WHEN Orthope	\$17,155
23616	OPEN-TREATMENT OF PROXIMAL HUMERAL FRACT WITH PROXIMAL HUMERAL PROSTHETIC Orthope	\$19,061
23620	CLOSED-TREATMENT OF GREATER HUMERAL TUBEROSITY FRACTURE; WITHOUT MANIPULATION Orthope	\$19,061

23625	CLOSED TREATMENT OF GREATER HUMERAL TUBEROSITY FRACTURE; WITH MANIPULATION Orthope	\$7,625
23630	OPEN TREATMENT OF GREATER HUMERAL TUBEROSITY FRACTURE, INCLUDES INTERNAL FIXATION Orthope	\$15,248
23650	CLOSED TREATMENT OF SHOULDER DISLOCATION, WITH MANIPULATION; WITHOUT ANESTHESIA91085 Orthope	\$3,812
23655	CLOSED TREATMENT OF SHOULDER DISLOCATION, WITH MANIPULATION; REQUIRING ANESTHESIA91086 Orthope	\$7,625
23660	OPEN TREATMENT OF ACUTE SHOULDER DISLOCATION91087 Orthope	\$15,248
23665	CLOSED TREATMENT OF SHOULDER DISLOCATION, W FRACTURE OF GR HUMERAL TUBEROSITY, W Orthope	\$7,625
23670	OPEN-TREATMENT OF SHOULDER DISLOCATION, WITH FRACTURE OF GREATER HUMERAL TUBEROSITY Orthope	\$15,248
23675	CLOSED TREATMENT OF SHOULDER DISLOCATION, WITH SURGICAL OR NECK FRACTURE, WITH MANIP Orthope	\$7,625
23680	OPEN TREATMENT OF SHOULDER DISLOCATION, WITH SURGICAL OR ANATOMICAL NECK FRACTURE Orthope	\$15,248
23700	MANIPULATION UNDER ANESTHESIA, SHOULDER JOINT, INCLUDING APPLICATION OF FIXATION APP Orth	\$7,402
23800	ARTHRODESIS, GLENOHUMERAL JOINT;	\$19,061
23802	ARTHRODESIS, GLENOHUMERAL JOINT, WITH AUTOGENOUZ.z._FT (INCLUDES OBTAINING GRAFT) Orthope	\$22,874
23921	DISARTICULATION OF SHOULDER; SECONDARY CLOSURE OR SCAR REVISION	\$15,248
23929	UNLISTED PROCEDURE, SHOULDER	\$11,437
23930	INCISION AND DRAINAGE, UPPER ARM OR ELBOW AREA; DEEP ABSCESS OR HEMATOMA	\$7,942
23931	INCISION AND DRAINAGE, UPPER ARM OR ELBOW AREA; BURSA	\$7,625
23935	INCISION, DEEP, WITH OPENING OF BONE CORTEX, HUMERUS OR ELBOW	\$13,343
24000	ARTHROTOMY, ELBOW, INCLUDING EXPLORATION, DRAINAGE, OR REMOVAL OF FOREIGN BODY	\$13,343
24006	ARTHROTOMY OF THE ELBOW, WITH CAPSULAR EXCISION FOR CAPSULAR RELEASE	\$13,343
24065	BIOPSY, SOFT TISSUE OF UPPER ARM OR ELBOW AREA; SUPERFICIAL	\$954
24066	BIOPSY, SOFT TISSUE OF UPPER ARM OR ELBOW AREA; DEEP (SUBFASCIAL OR INTRAMUSCULAR)	\$11,437
24071	EXCISION, TUMOR, SOFT TISSUE OF UPPER ARM OR ELBOW AREA; SUBCUTANEOUS; 3 CM OR GREATER	\$16,704
24073	EXCISION, TUMOR, SOFT TISSUE OF UPPER ARM OR ELBOW AREA; SUBFASCIAL; 5 CM OR GREATER	\$10,044
24075	EXCISION, TUMOR, SOFT TISSUE OF UPPER ARM OR ELBOW AREA; SUBCUTANEOUS	\$9,530
24076	EXCISION, TUMOR, SOFT TISSUE OF UPPER ARM OR ELBOW AREA; DEEP (SUBFASCIAL OR INTRA)	\$16,054
24077	RADICAL RESECTION OF TUMOR, SOFT TISSUE OF UPPER ARM OR ELBOW AREA	\$15,248

24100	ARTHROTOMY, ELBOW; WITH SYNOVIAL BIOPSY ONLY	\$11,437
24101	ARTHROTOMY, ELBOW; WITH JOINT EXPLORATION, WITH OR WO BIOPSY, WITH OR WO REM OF BODY	\$15,248
24102	ARTHROTOMY, ELBOW; WITH SYNOVECTOMY	\$15,248
24105	EXCISION, OLECRANON BURSA	\$12,954
24110	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR, HUMERUS;	\$13,343
24115	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR, HUMERUS; WITH AUTOGRAFT	\$19,061
24116	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR, HUMERUS; WITH ALLOGRAFT	\$15,248
24120	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF HEAD OR NECK	\$13,343
24125	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF HEAD OR NECK; WITH AUTOGRAFT	\$19,061
24126	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF HEAD OR NECK; WITH ALLOGRAFT	\$15,248
24130	EXCISION, RADIAL HEAD	\$17,155
24134	SEQUESTRECTOMY (EG, FOR OSTEOMYELITIS OR BONE ABSCESS), SHAFT OR DISTAL HUMERUS	\$15,248
24136	SEQUESTRECTOMY (EG, FOR OSTEOMYELITIS OR BONE ABSCESS), RADIAL HEAD OR NECK	\$15,248
24138	SEQUESTRECTOMY (EG, FOR OSTEOMYELITIS OR BONE ABSCESS), OLECRANON PROCESS	\$15,248
24140	PARTIAL EXCISION BONE (EG, OSTEOMYELITIS), HUMERUS	\$19,061
24145	PARTIAL EXCISION BONE (EG, OSTEOMYELITIS), RADIAL HEAD OR NECK	\$19,061
24147	PARTIAL EXCISION BONE (EG, OSTEOMYELITIS), OLECRANON PROCESS	\$19,061
24155	RESECTION OF ELBOW JOINT (ARTHRECTOMY)	\$17,155
24160	IMPLANT REMOVAL; ELBOW JOINT	\$11,437
24164	IMPLANT REMOVAL; RADIAL HEAD	\$13,343
24200	REMOVAL OF FOREIGN BODY, UPPER ARM OR ELBOW AREA; SUBCUTANEOUS	\$954
24201	REMOVAL OF FOREIGN BODY, UPPER ARM OR ELBOW AREA; DEEP	\$11,437
24300	MANIPULATION, ELBOW, UNDER ANESTHESIA	\$10,709
24301	MUSCLE OR TENDON TRANSFER, ANY TYPE, UPPER ARM OR ELBOW, SINGLE	\$17,155
24305	TENDON LENGTHENING, UPPER ARM OR ELBOW, EACH TENDON	\$15,248
24310	TENOTOMY, OPEN, ELBOW TO SHOULDER, EACH TENDON91147	\$15,248
24320	TENOPLASTY, WITH MUSCLE TRANSFER, (SEDDON-BROOKES TYPE PROCEDURE)	\$20,967
24330	FLEXOR-PLASTY, ELBOW (EG, STEINDLER TYPE ADVANCEMENT)	\$15,248
24331	FLEXOR-PLASTY, ELBOW (EG, STEINDLER TYPE ADVANCEMENT); WITH EXTENSOR ADVANCEMENT	\$15,248
24332	TENOLYSIS, TRICEPS	\$15,248
24340	TENODESIS OF BICEPS TENDON AT ELBOW (SEPARATE PROCEDURE)	\$16,656
24341	REPAIR, TENDON OR MUSCLE, UPPER ARM OR ELBOW, PRIMARY OR SECONDARY (EXCL ROTATOR	\$18,197
24342	REIN-SECTION OF RUPTURED BICEPS OR TRICEPS TENDON, DISTAL, WITH OR WO TENDON GRAFT	\$18,506
24343	REPAIR LATERAL COLLATERAL LIGAMENT, ELBOW, WITH LOCAL TISSUE	\$19,061

24344 RECONSTRUCTION LATERAL COLLATERAL LIGAMENT, ELBOW, WITH TENDON GRAFT	\$18,506
24345 REPAIR MEDIAL COLLATERAL LIGAMENT, ELBOW, WITH LOCAL TISSUE	\$19,061
24346 RECONSTRUCTION MEDIAL COLLATERAL LIGAMENT, ELBOW, WITH TENDON GRAFT	\$18,506
24350 FASCIOTOMY, LATERAL OR MEDIAL (EG, TENNIS ELBOW OR EPICONDYLITIS);	\$11,437
24351 FASCIOTOMY, LATERAL OR MEDIAL (EG, TENNIS ELBOW OR EPICONDYLITIS);	\$16,054
24352 FASCIOTOMY, LATERAL OR MEDIAL, WITH ANNULAR LIGAMENT RESECTION	\$13,343
24354 FASCIOTOMY, LATERAL OR MEDIAL (EG, TENNIS ELBOW OR EPICONDYLITIS); WITH STRIPPING	\$13,343
25031 INCISION AND DRAINAGE, FOREARM AND/OR WRIST; BURSA	\$7,502
25035 INCISION, DEEP, BONE CORTEX, FOREARM AND/OR WRIST (EG, OSTEOMYELITIS OR BONE ABSCESS)	\$8,441
25040 ARTHROTOMY, RADIOCARPAL OR MIDCARPAL JT, WITH EXPL, DRAINAGE, OR REM OF FOR BODY	\$9,378
25065 BIOPSY, SOFT TISSUE OF FOREARM AND/OR WRIST; SUPERFICIAL	\$626
25066 BIOPSY, SOFT TISSUE OF FOREARM AND/OR WRIST; DEEP (SUBFASCIAL OR INTRAMUSCULAR)	\$5,627
25071 EXCISION, TUMOR, SOFT TISSUE OF FOREARM AND/OR WRIST AREA, SUBCUT; 3 CM OR GREATER	\$6,471
25073 EXCISION, TUMOR, SOFT TISSUE OF FOREARM AND/OR WRIST AREA, SUBFASCIAL; 3 CM OR GREATER	\$10,044
25075 EXCISION, TUMOR, SOFT TISSUE OF FOREARM AND/OR WRIST AREA; SUBCUTANEOUS	\$6,139
25076 EXCISION, TUMOR, SOFT TISSUE OF FOREARM AND/OR WRIST AREA; DEEP	\$8,815
25077 RADICAL RESECTION OF TUMOR, SOFT TISSUE OF FOREARM AND/OR WRIST AREA	\$8,441
25085 CAPSULOTOMY, WRIST (EG, CONTRACTURE)	\$8,441
25100 ARTHROTOMY, WRIST JOINT; WITH BIOPSY	\$5,627
25101 ARTHROTOMY, WRIST JOINT; WITH JOINT EXPLORATION, WITH OR WITHOUT BIOPSY,	\$8,441
25105 ARTHROTOMY, WRIST JOINT; WITH SYNOVECTOMY	\$9,378
25107 ARTHROTOMY, DISTAL RADIOULNAR JOINT INCLUDING REPAIR OF TRIANGULAR CARTILAGE; COMPLEX	\$9,918
25110 EXCISION, LESION OF TENDON SHEATH, FOREARM AND/OR WRIST	\$7,502
25111 EXCISION OF GANGLION, WRIST (DORSAL OR VOLAR); PRIMARY	\$8,815
25112 EXCISION OF GANGLION, WRIST (DORSAL OR VOLAR); RECURRENT91261	\$9,378
25115 RADICAL EXCISION OF BURSA, SYNOVIA OF WRIST, OR FOREARM TENDON SHEATHS; FLEXORS	\$8,441
25116 RADICAL EXCISION OF BURSA, SYNOVIA OF WRIST, OR FOREARM TENDON SHEATHS; EXTENSORS,	\$8,441
25118 SYNOVECTOMY, EXTENSOR TENDON SHEATH, WRIST, SINGLE COMPARTMENT;	\$6,612
25119 SYNOVECTOMY, EXTENSOR TENDON SHEATH, WRIST, SINGLE COMP; WITH RESECTION OF DISTAL ULNA	\$7,502
25120 EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF RADIUS OR ULNA	\$8,441
25125 EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF RADIUS OR ULNA WITH AUTOGRAFT	\$9,378
25126 EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF RADIUS OR ULNA; WITH ALLOGRAFT	\$9,378

25130	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF CARPAL BONES;	\$7,502
25135	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF CARPAL BONES; WITH AUTOGRAFT	\$8,441
25136	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF CARPAL BONES; W ALLOGRAFT	\$8,441
25145	SEQUESTRECTOMY (EG, FOR OSTEOMYELITIS OR BONE ABSCESS), FOREARM AND/OR WRIST	\$7,502
25150	PARTIAL EXCISION OF BONE (EG, FOR OSTEOMYELITIS); ULNA	\$7,502
25151	PARTIAL EXCISION OF BONE (EG, FOR OSTEOMYELITIS); RADIUS	\$7,502
25210	CARPECTOMY; ONE BONE	\$7,502
25215	CARPECTOMY; ALL BONES OF PROXIMAL ROW91277	\$9,378
25230	RADIAL STYLOIDECTOMY (SEPARATE PROCEDURE)	\$9,918
25240	EXCISION DISTAL ULNA PARTIAL OR COMPLETE (EG, DARRAGH TYPE OR MATCHED RESECTION)	\$8,441
25248	EXPLORATION WITH REMOVAL OF DEEP FOREIGN BODY, FOREARM OR WRIST	\$7,502
25250	REMOVAL OF WRIST PROSTHESIS; (SEPARATE PROCEDURE)	\$3,752
25251	REMOVAL OF WRIST PROSTHESIS; COMPLICATED, INCLUDING TOTAL WRIST	\$5,627
25260	REPAIR, TENDON OR MUSCLE, FLEXOR, FOREARM AND/OR WRIST; PRIMARY, SINGLE,	\$8,441
25263	REPAIR, TENDON OR MUSCLE, FLEXOR, FOREARM AND/OR WRIST; SECONDARY, SINGLE,	\$5,627
25265	REPAIR, TENDON OR MUSCLE, FLEXOR, FOREARM AND/OR WRIST; SECONDARY, WITH FREE GRAFT	\$7,502
25270	REPAIR, TENDON OR MUSCLE, EXTENSOR, FOREARM AND/OR WRIST; PRIMARY, SINGLE,	\$8,441
25272	REPAIR, TENDON OR MUSCLE, EXTENSOR, FOREARM AND/OR WRIST; SECONDARY, SINGLE,	\$8,186
25274	REPAIR, TENDON OR MUSCLE, EXTENSOR, FOREARM AND/OR WRIST; SECONDARY, WITH FREE GRAFT	\$9,918
25275	REPAIR, TENDON SHEATH, EXTENSOR, FOREARM AND/OR WRIST, WITH FREE GRAFT	\$9,918
25280	LENGTHENING OR SHORTENING OF FLEXOR OR EXTENSOR TENDON, FOREARM AND/OR WRIST, SINGLE,	\$8,441
25290	TENOTOMY, OPEN, FLEXOR OR EXTENSOR TENDON, FOREARM AND/OR WRIST, SINGLE,	\$7,502
25295	TENOLYSIS, FLEXOR OR EXTENSOR TENDON, FOREARM AND/OR WRIST, SINGLE, TENODESISATWRIST;	\$7,502
25300	FLEXORS OF FINGERS	
25301	TENODESIS AT WRIST, EXTENSORS OF FINGERS	\$7,502
25310	TENDON TRANSPLANTATION OR TRANSFER, FLEXOR OR EXTENSOR, FOREARM AND/OR WRIST, SINGLE;	\$13,361
25312	TENDON TRANSPLANT OR TRANSFER, FLEXOR OR EXTENSOR, FOREARM &/OR WRIST, SINGLE, W	\$13,291
25315	FLEXOR ORIGIN SLIDE, FOREARM AND/OR WRIST;	\$12,352
25316	FLEXOR ORIGIN SLIDE, FOREARM AND/OR WRIST, WITH TENDON(S) TRANSFER	\$13,291
25337	RECON FOR STABILIZATION OF UNSTABLE DISTAL ULNA OR DISTAL RADIOULNAR JT,	\$13,142
25350	OSTEOTOMY, RADIUS; DISTAL THIRD	Orthope
25355	OSTEOTOMY, RADIUS; MIDDLE OR PROXIMAL THIRD	Orthope
25360	OSTEOTOMY, ULNA	Orthope

25365 OSTEOTOMY, RADIUS AND ULNA	Orthope	\$14,228
25370 MULTIPLE OSTEOTOMIES, WITH REALIGNMENT ON INTRAMEDULLARY ROD (SOFIELD TYPE	Orthope	\$8,441
25375 MULTIPLE OSTEOTOMIES, WITH REALIGNMENT ON INTRAMEDULLARY ROD (SOFIELD TYPE	Orthope	\$9,378
25390 OSTEOPLASTY, RADIUS OR ULNA; SHORTENING	Orthope	\$8,949
25391 OSTEOPLASTY, RADIUS OR ULNA; LENGTHENING WITH AUTOGRAFT	Orthope	\$9,378
25392 OSTEOPLASTY, RADIUS AND ULNA; SHORTENING (EXCLUDING 64876)	Orthope	\$8,441
25393 OSTEOPLASTY, RADIUS AND ULNA; LENGTHENING WITH AUTOGRAFT	Orthope	\$9,378
25400 REPAIR OF NONUNION OR MALUNION, RADIUS OR ULNA; WITHOUT GRAFT	Orthope	\$8,441
25405 REPAIR OF NONUNION OR MALUNION, RADIUS OR ULNA; WITH AUTOGRAFT	Orthope	\$9,378
25415 REPAIR OF NONUNION OR MALUNION, RADIUS AND ULNA; WITHOUT GRAFT	Orthope	\$8,441
25420 REPAIR OF NONUNION OR MALUNION, RADIUS AND ULNA; WITH AUTOGRAFT	Orthope	\$9,378
25425 REPAIR OF DEFECT WITH AUTOGRAFT, RADIUS OR ULNA	Orthope	\$8,441
25426 REPAIR OF DEFECT WITH AUTOGRAFT, RADIUS AND ULNA	Orthope	\$9,378
25440 REPAIR OF NONUNION, SCAPHOID CARPAL (NAVICULAR) BONE, WITH OR WO RADIAL STYLOIDECTOMY	Orthope	\$18,298
25441 ARTHROPLASTY WITH PROSTHETIC REPLACEMENT; DISTAL RADIUS	Orthope	\$18,108
25442 ARTHROPLASTY WITH PROSTHETIC REPLACEMENT; DISTAL ULNA	Orthope	\$18,108
25443 ARTHROPLASTY WITH PROSTHETIC REPLACEMENT; SCAPHOID CARPAL (NAVICULAR)	Orthope	\$18,108
25444 ARTHROPLASTY WITH PROSTHETIC REPLACEMENT; LUNATE	Orthope	\$18,108
25445 ARTHROPLASTY WITH PROSTHETIC REPLACEMENT; TRAPEZIUM	Orthope	\$18,108
25446 ARTHROPLASTY WITH PROSTHETIC REPLACEMENT; (TOTAL WRIST)	Orthope	\$25,804
25447 ARTHROPLASTY, INTERPOSITION, INTERCARPAL OR CARPOMETACARPAL JOINTS	Orthope	\$19,749
25449 REVISION OF ARTHROPLASTY, INCLUDING REMOVAL OF IMPLANT, WRIST JOINT	Orthope	\$14,228
25450 EPIPHYSEAL ARREST BY EPIPHYSIODESIS OR STAPLING; DISTAL RADIUS OR ULNA	Orthope	\$7,502
25455 EPIPHYSEAL ARREST BY EPIPHYSIODESIS OR STAPLING; DISTAL RADIUS AND ULNA	Orthope	\$8,441
25490 PROPHYLACTIC TREATMENT WITH OR WITHOUT METHYLMETHACRYLATE; RADIUS	Orthope	\$12,352
25491 PROPHYLACTIC TREATMENT WITH OR WITHOUT METHYLMETHACRYLATE; ULNA	Orthope	\$12,352
25492 PROPHYLACTIC TREATMENT WITH OR WITHOUT METHYLMETHACRYLATE; RADIUS AND ULNA	Orthope	\$8,441
25505 CLOSED TREATMENT OF RADIAL SHAFT FRACTURE; WITH MANIPULATION	Orthope	\$3,977
25515 OPEN TREATMENT OF RADIAL SHAFT FRACTURE, INCLUDES INTERNAL FIXATION, WHEN PERFORMED	Orthope	\$11,876
25520 CLOSED TREATMENT OF RADIAL SHAFT FRACTURE (GALEAZZI FRACTURE/DISLOCATION)	Orthope	\$3,752
25525 OPEN TREATMENT OF RADIAL SHAFT FRACTURE; (GALEAZZI FRACTURE/ DISLOCATION)	Orthope	\$7,502
25526 OPEN TREATMENT OF RADIAL SHAFT FRACTURE & OPEN TREATMENT (GALEAZZI FRAC/ DISL)	Orthope	\$8,441
25535 CLOSED TREATMENT OF ULNAR SHAFT FRACTURE; WITH MANIPULATION91352	Orthope	\$3,752

25545	OPEN TREATMENT OF ULNAR SHAFT FRACTURE, INCLUDES INTERNAL FIXATION, WHEN PERFORMED	Orthope	\$7,502
25565	CLOSED TREATMENT OF RADIAL AND ULNAR SHAFT FRACTURES; WITH MANIPULATION91356	Orthope	\$4,408
25574	OPEN TREATMENT OF RADIAL AND ULNAR SHAFT FRACTURES; OF RADIUS OR ULNA	Orthope	\$7,502
25575	OPEN TREATMENT OF RADIAL AND ULNAR SHAFT FRACTURES; OF RADIUS AND ULNA	Orthope	\$17,945
25600	CLOSED TREATMENT OF DISTAL RADIAL FRACTURE OR EPIPHYSEAL SEPARATION WO MANIPULATION	Orthope	\$2,814
25605	CLOSED TREATMENT OF DISTAL RADIAL FRACTURE OR EPIPHYSEAL SEPARATION; WITH MANIPULATION	Orthope	\$3,977
25606	PERCUTANEOUS SKELETAL FIXATION OF DISTAL RADIAL FRACTURE OR EPIPHYSEAL SEPARATION	Orthope	\$6,154
25607	OPEN TREATMENT OF DISTAL RADIAL EXTRA-ARTICULAR FRAC OR EPIPHYSEAL SEP, W INT FIX	Orthope	\$14,638
25608	OPEN TREATMENT OF DISTAL RADIAL INTRA-ARTICULAR FRAC OR EPIPHYSEAL SEP; WITH INT FIX	Orthope	\$16,468
25609	OPEN TREATMENT OF DISTAL RADIAL INTRA-ARTICULAR FRAC OR EPIPHYSEAL SEP; W INT FIX OF	Orthope	\$17,064
25611	PERCUTANEOUS SKELETAL FIXATION OF DISTAL RADIAL FRAC OR EPIPHYSEAL SEP, REO MANIP	Orthope	\$4,689
25622	CLOSED TREATMENT OF CARPAL SCAPHOID (NAVICULAR) FRACTURE; WITHOUT MANIPULATION	Orthope	\$5,859
25624	CLOSED TREATMENT OF CARPAL SCAPHOID (NAVICULAR) FRACTURE; WITH MANIPULATION91367	Orthope	\$3,752
25628	OPEN TREATMENT OF CARPAL SCAPHOID (NAVICULAR) FRACTURE, INC INT FIX, WHEN PERFORMED	Orthope	\$11,876
25635	CLOSED TREATMENT OF CARPAL BONE FRACTURE (EXCLUDING CARPAL SCAPHOID; W MANIP	Orthope	\$3,752
25645	OPEN TREATMENT OF CARPAL BONE FRACTURE (OTHER THAN CARPAL SCAPHOID, EACH BONE	Orthope	\$11,876
25651	PERCUTANEOUS SKELETAL FIXATION OF ULNAR STYLOID FRACTURE	Orthope	\$2,100
25652	OPEN TREATMENT OF ULNAR STYLOID FRACTURE	Orthope	\$11,876
25650	CLOSED TREATMENT OF RADIOCARPAL OR INTERCARPAL DISLOCATION, ONE OR MORE BO	Orthope	\$3,752
25670	OPEN TREATMENT OF RADIOCARPAL OR INTERCARPAL DISLOCATION, ONE OR MORE BONES	Orthope	\$7,502
25675	CLOSED TREATMENT OF DISTAL RADIOULNAR DISLOCATION WITH MANIPULATION	Orthope	\$3,752
25676	OPEN TREATMENT OF DISTAL RADIOULNAR DISLOCATION, ACUTE OR CHRONIC	Orthope	\$7,502
25680	CLOSED TREATMENT OF TRANS-SCAPHOPERILUNAR TYPE OF FRACTURE DISLOCATION, W MANIP	Orthope	\$3,752
25685	OPEN TREATMENT OF TRANS-SCAPHOPERILUNAR TYPE OF FRACTURE DISLOCATION	Orthope	\$7,502
25690	CLOSED TREATMENT OF LUNATE DISLOCATION, WITH MANIPULATION	Orthope	\$3,752
25695	OPEN TREATMENT OF LUNATE DISLOCATION	Orthope	\$12,352
25800	ARTHRODESIS, WRIST; COMPLETE, WITHOUT BONE GRAFT	Orthope	\$13,258
25805	ARTHRODESIS, WRIST; WITH SLIDING GRAFT	Orthope	\$15,134
25810	ARTHRODESIS, WRIST; WITH ILIAC OR OTHER AUTOGRAFT (INCLUDES OBTAINING GRAFT)	Orthope	\$18,529
25820	ARTHRODESIS, WRIST; LIMITED, WITHOUT BONE GRAFT (EG, INTERCARPAL OR RADIOCARPAL)	Orthope	\$13,258
25825	ARTHRODESIS, WRIST; WITH AUTOGRAFT (INCLUDES OBTAINING GRAFT)	Orthope	\$14,164
25830	ARTHRODESIS, DISTAL RADIOULNAR JOINT (EG, SAUVE-KAPANDJI PROCEDURE)	Orthope	\$14,164
25907	AMPUTATION, FOREARM, THROUGH RADIUS AND ULNA; SECONDARY CLOSURE OR SCAR REVISION	Orthope	\$7,502
25922	DISARTICULATION THROUGH WRIST; SECONDARY CLOSURE OR SCAR REVISION	Orthope	\$7,502

25929	TRANSMETACARPAL AMPUTATION; SECONDARY CLOSURE OR SCAR REVISION	Orthope	\$7,502
26010	DRAINAGE OF FINGER ABSCESS; SIMPLE	Orthope	\$1,282
26011	DRAINAGE OF FINGER ABSCESS; COMPLICATED (EG, FELON)	Orthope	\$4,408
26020	DRAINAGE OF TENDON SHEATH, DIGIT AND/OR PALM, EACH	Orthope	\$5,627
26025	DRAINAGE OF PALMAR BURSA; SINGLE, BURSA	Orthope	\$3,752
26030	DRAINAGE OF PALMAR BURSA; MULTIPLE BURSA	Orthope	\$5,627
26034	INCISION, BONE CORTEX, HAND OR FINGER (EG, OSTEOMYELITIS OR BONE ABSCESS)	Orthope	\$7,502
26035	DECOMPRESSION FINGERS AND/OR HAND, INJECTION INJURY (EG, GREASE GUN)	Orthope	\$8,441
26037	DECOMPRESSIVE FASCIOTOMY, HAND (EXCLUDES 26035)	Orthope	\$8,441
26040	FASCIOTOMY, PALMAR (EG, DUPUYTREN'S CONTRACTURE); PERCUTANEOUS	Orthope	\$8,441
26045	FASCIOTOMY, PALMAR (EG, DUPUYTREN'S CONTRACTURE); OPEN, PARTIAL	Orthope	\$8,441
26055	TENDON SHEATH INCISION (EG, FOR TRIGGER FINGER)	Orthope	\$8,815
26060	TENOTOMY, PERCUTANEOUS, SINGLE, EACH DIGIT	Orthope	\$6,564
26070	ARTHROTOMY, WITH EXPLORATION, DRAINAGE, OR REMOVAL OF LOOSE BODY; CARPOMETACARPAL JT	Orthope	\$5,627
26075	ARTHROTOMY, WITH EXP, DRAIN, OR REM OF LOOSE BODY; METACARPOPHALANGEAL JOINT, EACH	Orthope	\$5,627
26080	ARTHROTOMY, WITH EXP, DRAIN, OR REM OF LOOSE BODY; INTERPHALANGEAL JT	Orthope	\$5,627
26100	ARTHROTOMY WITH BIOPSY; CARPOMETACARPAL JOINT, EACH	Orthope	\$5,627
26105	ARTHROTOMY WITH BIOPSY; METACARPOPHALANGEAL JOINT, EACH	Orthope	\$4,689
26110	ARTHROTOMY WITH BIOPSY; INTERPHALANGEAL JOINT, EACH	Orthope	\$4,689
26111	EXCISION TUMOR OR VASCULAR MALFORMATION 1.5CM OR GREATER	Orthope	\$7,694
26113	EXCISION, TUMOR, SOFT TISSUE, OR VASCULAR MANFORMATION 1.5 CM OR GREATER	Orthope	\$8,796
26115	EXCISION, TUMOR OR VASCULAR MALFORMATION, SOFT TISSUE OF HAND OR FINGER; SUBCUTANEOUS	Orthope	\$5,511
26116	EXCISION, TUMOR OR VASCULAR MALFORMATION, SOFT TISSUE OF HAND OR FINGER; DEEP	Orthope	\$6,612
26117	RADICAL RESECTION OF TUMOR (EG, MALIGNANT NEOPLASM), SOFT TISSUE OF HAND OR FINGER	Orthope	\$7,502
26121	FASCIECTOMY, PALM ONLY, WNVVO Z-PLASTY, OTHER LOCAL TISSUE REARRANGEMENT, OR SKIN GRAFT	Orthope	\$8,441
26123	FASC, PART PALMAR WITH RELEASE OF SINGLE, WNVVO Z-PLASTY, OTHER TISSUE REARRANGEMENT	Orthope	\$11,019
26125	FASC, PART PALMAR WITH RELEASE OF SINGLE DIGIT INCL PROXIMAL INTERPHALANGEAL JT	Orthope	\$4,689
26130	SYNOVECTOMY, CARPOMETACARPAL JOINT	Orthope	\$8,441
26135	SYNOVECTOMY, METACARPOPHALANGEAL JOINT INCL INTRINSIC RELEASE AND EXT HOOD RECONST	Orthope	\$7,502
26140	SYNOVECTOMY, PROXIMAL INTERPHALANGEAL JOINT, INCLUDING EXTENSOR RECONSTRUCTION	Orthope	\$7,502
26145	SYNOVECTOMY, TENDON SHEATH, RADICAL, FLEXOR TENDON, PALM AND/OR FINGER,	Orthope	\$7,502
26160	EXCISION OF LESION OF TENDON SHEATH OR JOINT CAPSULE, HAND OR FINGER	Orthope	\$6,612

26170	EXCISION OF TENDON, PALM, FLEXOR OR EXTENSOR, SINGLE, EACH TENDON	Orthope	\$7,502
26180	EXCISION OF TENDON, FINGER, FLEXOR OR EXTENSOR, EACH TENDON	Orthope	\$7,502
26185	SESAMOIDECTOMY, THUMB OR FINGER (SEPARATE PROCEDURE)	Orthope	\$6,564
26200	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF METACARPAL;	Orthope	\$5,627
26205	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF METACARPAL; WITH AUTOGRAFT	Orthope	\$7,502
26210	EXCISION BONE CYST OR BENIGN TUMOR OF PROXIMAL, MIDDLE, OR DISTAL PHALANX OF FINGER;	Orthope	\$5,627
26215	EXCISION BONE CYST OR BENIGN TUMOR OF PROXIMAL, MIDDLE, OR DISTAL PHALANX OF FINGER;	Orthope	\$7,502
26230	PARTIAL EXCISION BONE (EG, OSTEOMYELITIS); METACARPAL	Orthope	\$9,378
26235	PARTIAL EXCISION BONE (EG, OSTEOMYELITIS); PROXIMAL OR MIDDLE PHALANX OF FINGER	Orth;ez	\$8,441
26236	PARTIAL EXCISION (CRATERIZATION, SAUCERIZATION, OR DIAPHYSECTOMY) BONE	\$0	
26250	RADICAL RESECTION, METACARPAL (EG, TUMOR);	Orthope	\$8,441
26255	RADICAL RESECTION, METACARPAL (EG, TUMOR); WITH AUTOGRAFT (INCLUDES OBTAINING GRAFT)	Orthope	\$9,378
26260	RADICAL RESECTION, PROXIMAL OR MIDDLE PHALANX OF FINGER (EG, TUMOR);	Orthope	\$8,441
26261	RADICAL RESECTION, PROXIMAL OR MIDDLE PHALANX OF FINGER (EG, TUMOR); WITH AUTOGRAFT	Orthope	\$9,378
26262	RADICAL RESECTION, DISTAL PHALANX OF FINGER (EG, TUMOR)	Orthope	\$7,502
26320	REMOVAL OF IMPLANT FROM FINGER OR HAND	Orthope	\$4,689
26340	MANIPULATION, FINGER JOINT, UNDER ANESTHESIA, EACH JOINT	Orthope	\$3,988
26350	REPAIR OR ADVANCEMENT, FLEXOR TENDON, NOT IN ZONE 2 DIGITAL FLEXOR TENDON SHEATH	Orthope	\$7,714
26352	REPAIR OR ADVANCEMENT, FLEXOR TENDON, NOT IN ZONE 2 DIGITAL FLEXOR TENDON SHEATH	Orthope	\$8,441
26356	REPAIR OR ADVANCEMENT, FLEXOR TENDON, IN ZONE 2 DIGITAL FLEXOR TENDON SHEATH	Orthope	\$8,441
26357	REPAIR OR ADVANCEMENT, FLEXOR TENDON, IN ZONE 2 DIGITAL FLEXOR TENDON SHEATH	Orthope	\$8,441
26358	REPAIR OR ADVANCEMENT, FLEXOR TENDON, IN ZONE 2 DIGITAL FLEXOR TENDON SHEATH	Orthope	\$8,441
26370	REPAIR OF PROFUNDUS TENDON, WITH INTACT SUPERFICIALIS TENDON; PRIMARY,	Orthope	\$8,441
26372	REPAIR OF PROFUNDUS TENDON, WITH INTACT SUPERFICIALIS TENDON; SECONDARY WITH FREE	Orthope	\$8,441
26373	REPAIR OR ADVANCEMENT OF PROFUNDUS TENDON, WITH INTACT SUPERFICIALIS TENDON;	Orthope	\$7,502
26390	EXCISION FLEXOR TENDON, WITH IMPLANTATION OF SYNTHETIC ROD FOR DELAYED TENDON GRAFT	Orthope	\$9,378
26392	REMOVAL OF SYNTHETIC ROD AND INSERTION OF FLEXOR TENDON GRAFT, HAND OR FINGER	Orthope	\$7,502
26410	REPAIR, EXTENSOR TENDON, HAND, PRIMARY OR SECONDARY; WITHOUT FREE GRAFT,	Orthope	\$6,139
26412	REPAIR, EXTENSOR TENDON, HAND, PRIMARY OR SECONDARY; WITH FREE GRAFT	Orthope	\$7,502
26415	EXCISION OF EXTENSOR TENDON, W IMPLANT OF SYNTHETIC ROD FOR DELAYED TENDON GRAFT	Orthope	\$9,378
26416	REMOVAL OF SYNTHETIC ROD AND INSERTION OF EXTENSOR TENDON GRAFT	Orthope	\$7,502
26418	REPAIR, EXTENSOR TENDON, FINGER, PRIMARY OR SECONDARY; WITHOUT FREE GRAFT	Orthope	\$6,612
26420	REPAIR, EXTENSOR TENDON, FINGER, PRIMARY OR SECONDARY; WITH FREE GRAFT	Orthope	\$7,502
26426	REPAIR OF EXTENSOR TENDON, CENTRAL SLIP, SECONDARY; USING LOCAL TISSUE(S)	Orthope	\$7,714

26428	REPAIR OF EXTENSOR TENDON, CENTRAL SLIP, SECONDARY ;WITH FREE GRAFT	Orthope	\$8,441
26432	CLOSED TREATMENT OF DISTAL EXTENSOR TENDON INSERTION, WITH OR WO PERCUTANEOUS	Orthope	\$6,612
26433	REPAIR OF EXTENSOR TENDON, DISTAL INSERTION, PRIMARY OR SECONDARY, WITHOUT GRAFT	Orthope	\$5,966
26434	REPAIR OF EXTENSOR TENDON, DISTAL INSERTION, PRIMARY OR SECONDARY, WITH FREE GRAFT	Orthope	\$8,441
26437	REALIGNMENT OF EXTENSOR TENDON, HAND, EACH TENDON	Orthope	\$7,033
26440	TENOLYSIS, FLEXOR TENDON, PALM OR FINGER, EACH TENDON	Orthope	\$6,096
26442	TENOLYSIS, FLEXOR TENDON, PALM AND FINGER, EACH TENDON91484	Orthope	\$7,502
26445	TENOLYSIS, EXTENSOR TENDON, HAND OR FINGER, EACH TENDON	Orthope	\$6,096
26449	TENOLYSIS, COMPLEX, EXTENSOR TENDON, FINGER, INCLUDING FOREARM, EACH TENDON91486	Orthope	\$5,627
26450	TENOTOMY, FLEXOR, PALM, OPEN, EACH TENDON91487	Orthope	\$5,627
26455	TENOTOMY, FLEXOR, FINGER, OPEN, EACH TENDON91488	Orthope	\$5,627
26460	TENOTOMY, EXTENSOR, HAND OR FINGER, OPEN, EACH TENDON91489	Orthope	\$5,627
26471	TENODESIS; OF PROXIMAL INTERPHALANGEAL JOINT, EACH JOINT91490	Orthope	\$7,502
26474	TENODESIS; OF DISTAL JOINT, EACH JOINT91491	Orthope	\$7,502
26476	LENGTHENING OF TENDON, EXTENSOR, HAND OR FINGER, EACH TENDON91492	Orthope	\$6,096
26477	SHORTENING OF TENDON, EXTENSOR, HAND OR FINGER, EACH TENDON91493	Orthope	\$6,096
26478	LENGTHENING OF TENDON, FLEXOR, HAND OR FINGER, EACH TENDON91494	Orthope	\$6,096
26479	SHORTENING OF TENDON, FLEXOR, HAND OR FINGER, EACH TENDON91495	Orthope	\$6,096
26480	TRANSFER OR TRANSPLANT OF TENDON, CARPOMETACARPAL AREA OR DORSUM OF HAND;	Orthope	\$9,209
26483	TRANSFER OR TRANSPLANT OF TENDON, CARPOMETACARPAL AREA, W FREE TENDON GRAFT	Orthope	\$9,378
26485	TRANSFER OR TRANSPLANT OF TENDON, PALMAR; WITHOUT FREE TENDON GRAFT, EACH TENDON	Orthope	\$8,441
26489	TRANSFER OR TRANSPLANT OF TENDON, PALMAR; WITH FREE TENDON GRAFT	Orthope	\$10,232
26490	OPPONENSPLASTY; SUPERFICIALIS TENDON TRANSFER TYPE, EACH TENDON	Orthope	\$8,441
26492	OPPONENSPLASTY; TENDON TRANSFER WITH GRAFT	Orthope	\$9,378
26494	OPPONENSPLASTY; HYPOTHENAR MUSCLE TRANSFER	Orthope	\$9,378
26496	OPPONENSPLASTY; OTHER METHODS	Orthope	\$8,441
26497	TRANSFER OF TENDON TO RESTORE INTRINSIC FUNCTION; RING AND SMALL FINGER	Orthope	\$9,378
26498	TRANSFER OF TENDON TO RESTORE INTRINSIC FUNCTION; ALL FOUR FINGERS	Orthope	\$11,254
26499	CORRECTION CLAW FINGER, OTHER METHODS	Orthope	\$8,441
26500	RECONSTRUCTION OF TENDON PULLEY, EACH TENDON; WITH LOCAL TISSUES (SEPARATE	Orthope	#VALUE!
26502		Orthope	
26516	CAPSULODESIS, METACARPOPHALANGEAL JOINT; SINGLE DIGIT	Orthope	\$5,627
26517	CAPSULODESIS, METACARPOPHALANGEAL JOINT; TWO DIGITS	Orthope	\$8,441
26518	CAPSULODESIS, METACARPOPHALANGEAL JOINT; THREE OR FOUR DIGITS	Orthope	\$9,378
26520	CAPSULECTOMY OR CAPSULOTOMY; METACARPOPHALANGEAL JOINT, EACH JOINT	Orthope	\$7,955

26525 CAPSULECTOMY OR CAPSULOTOMY; INTERPHALANGEAL JOINT, EACH JOINT	Orthope	\$7,502
26530 ARTHROPLASTY, METACARPOPHALANGEAL JOINT; EACH JOINT	Orthope	\$16,653
26531 ARTHROPLASTY, METACARPOPHALANGEAL JOINT; WITH PROSTHETIC IMPLANT, EACH JOINT	Orthope	\$16,104
26535 ARTHROPLASTY, INTERPHALANGEAL JOINT; EACH JOINT	Orthope	\$16,717
26536 ARTHROPLASTY, INTERPHALANGEAL JOINT; WITH PROSTHETIC IMPLANT, EACH JOINT	Orthope	\$18,044
26540 REPAIR OF COLLATERAL LIGAMENT, METACARPOPHALANGEAL OR INTERPHALANGEAL JOINT	Orthope	\$9,918
26541 RECONSTRUCTION, COLLATERAL LIGAMENT, METACARPOPHALANGEAL JT, SINGLE; W TENDON	Orthope	\$10,316
26542 RECONSTRUCTION, COLLATERAL LIGAMENT, METACARPOPHALANGEAL JT, SINGLE; W LOCAL TISSUE	Orthope	\$10,316
26545 RECONSTRUCTION, COLLATERAL LIGAMENT, INTERPHALANGEAL JOINT, SINGLE,	Orthope	\$11,019
26546 REPAIR NON-UNION, METACARPAL OR PHALANX (INCLUDES OBTAINING BONE GRAFT	Orthope	\$13,089
26548 REPAIR AND RECONSTRUCTION, FINGER, VOLAR PLATE, INTERPHALANGEAL JT	Orthope	\$8,441
26550 POLICIZATION OF A DIGIT	Orthope	\$7,502
26555 TRANSFER, FINGER TO ANOTHER POSITION WITHOUT MICROVASCULAR ANASTOMOSIS	Orthope	\$7,502
26560 REPAIR OF SYNDACTYL (WEB FINGER) EACH WEB SPACE; WITH SKIN FLAPS	Orthope	\$7,502
26561 REPAIR OF SYNDACTYL (WEB FINGER) EACH WEB SPACE; WITH SKIN FLAPS AND GRAFTS	Orthope	\$9,378
26562 REPAIR OF SYNDACTYL (WEB FINGER) EACH WEB SPACE; COMPLEX	Orthope	\$10,316
26565 OSTEOTOMY; METACARPAL, EACH	Orthope	\$10,232
26567 OSTEOTOMY; PHALANX OF FINGER, EACH	Orthope	\$9,378
26568 OSTEOPLASTY, LENGTHENING, METACARPAL OR PHALANX	Orthope	\$8,441
26580 REPAIR CLEFT HAND	Orthope	\$9,378
26587 RECONSTRUCTION OF POLYDACTYLOUS DIGIT, SOFT TISSUE AND BONE	Orthope	\$9,378
26590 REPAIR MACRODACTYLIA, EACH DIGIT	Orthope	\$9,378
26591 REPAIR, INTRINSIC MUSCLES OF HAND, EACH MUSCLE	Orthope	\$8,441
26593 RELEASE, INTRINSIC MUSCLES OF HAND, EACH MUSCLE	Orthope	\$8,441
26596 EXCISION OF CONSTRICTING RING OF FINGER, WITH MULTIPLE Z-PLASTIES	Orthope	\$7,502
26605 CLOSED TREATMENT OF METACARPAL FRACTURE, SINGLE; WITH MANIPULATION, EACH BONE	Orthope	\$6,065
26607 CLOSED TREATMENT OF METACARPAL FRACTURE, WITH MANIPULATION, WITH EXTERNAL FIXATION	Orthope	\$4,689
26608 PERCUTANEOUS SKELETAL FIXATION OF METACARPAL FRACTURE, EACH BONE	Orthope	\$7,975
26615 OPEN TREATMENT OF METACARPAL FRACTURE, SINGLE, INCLUDES INTERNAL FIXATION,	Orthope	\$14,638
26645 CLOSED TREATMENT OF CARPOMETACARPAL FRACTURE DISLOCATION, THUMB, WITH MANIP	Orthope	\$2,814
26650 PERCUTANEOUS SKELETAL FIXATION OF CARPOMETACARPAL FRACT DISLOCATION, THUMB, W MANIP	Orthope	\$6,826
26665 OPEN TREATMENT OF CARPOMETACARPAL FRACTURE DISLOCATION, THUMB (BENNETT FRACTURE),	Orthope	\$7,502
26675 CLOSED TREATMENT OF CARPOMETACARPAL DISLOCATION, OTHER THAN THUMB, WITH	Orthope	\$3,752
26676 PERCUTANEOUS SKELETAL FIXATION OF CARPOMETACARPAL DISL. OTHER THAN THUMB, W MANIP	Orthope	\$7,320

26685	OPEN TREATMENT OF CARPOMETACARPAL DISLOCATION, OTHER THAN THUMB;	Orthope	\$6,564
26686	OPEN TREATMENT OF CARPOMETACARPAL DISLOCATION, OTHER THAN THUMB; COMPLEX, MULTIPLE,	Orthope	\$7,502
26705	CLOSED TREATMENT OF METACARPOPHALANGEAL DISLOCATION, SINGLE, WITH MANIPULATION;	Orthope	\$3,752
26706	PERCUTANEOUS SKELETAL FIXATION OF METACARPOPHALANGEAL DISL, SINGLE, WITH MANIP	Orthope	\$3,977
26715	OPEN TREATMENT OF METACARPOPHALANGEAL DISLOCATION, SINGLE,	Orthope	\$7,502
26720	CLOSED TREATMENT OF PHALANGEAL SHAFT FRACT, PROX OR MIDDLE PHALANX, FINGER OR THUMB;	Orthope	\$587
26725	CLOSED TREATMENT OF PHALANGEAL SHAFT FRACT, PROX OR MIDDLE PHALANX, FINGER OR THUMB;	Orthope	\$3,307
26727	PERCUT SKELETAL FIX OF UNSTABLE PHALANGEAL SHAFT FRACT, PROX OR PHALANX,	Orthope	\$7,320
26735	OPEN TREATMENT OF PHALANGEAL SHAFT FRACT, PROX OR PHALANX, FINGER OR THUMB,	Orthope	\$11,876
26742	CLOSED TREATMENT OF ARTICULAR FRACT, INV METACARPOPHALANGEAL OR INTERPHALANGEAL JT;	Orthope	\$1,876
26746	OPEN TREATMENT OF ARTICULAR FRACT, INV METACARPOPHALANGEAL OR INTERPHALANGEAL JT;	Orthope	\$11,163
26750	CLOSED TREATMENT OF DISTAL PHALANGEAL FRACT, FINGER OR THUMB; WO MANIP	Orthope	\$508
26755	CLOSED TREATMENT OF DISTAL PHALANGEAL FRACT, FINGER OR THUMB; WITH MANIP	Orthope	\$1,691
26756	PERCUTANEOUS SKELETAL FIX OF DISTAL PHALANGEAL FRACTURE, FINGER OR THUMB	Orthope	\$6,826
26765	OPEN TREATMENT OF DISTAL PHALANGEAL FRACTURE, FINGER OR THUMB,	Orthope	\$9,970
26775	CLOSED TREATMENT OF INTERPHALANGEAL JOINT DISLOCATION, SINGLE,	Orthope	\$4,136
26776	PERCUTANEOUS SKELETAL FIXATION OF INTERPHALANGEAL JOINT DISLOCATION, SINGLE	Orthx*	\$2,814
26785	OPEN TREATMENT OF INTERPHALANGEAL JOINT DISLOCATION,		\$0
26820	FUSION IN OPPOSITION, THUMB, WITH AUTOGENOUS GRAFT	Orthope	\$13,258
26841	ARTHRODESIS, CARPOMETACARPAL JOINT, THUMB,	Orthope	\$12,321
26842	ARTHRODESIS, CARPOMETACARPAL JOINT, THUMB, WITH AUTOGRAFT	Orthope	\$13,258
26643	ARTHRODESIS, CARPOMETACARPAL JOINT, DIGIT, OTHER THAN THUMB, EACH;	Orthope	\$13,089
26844	ARTHRODESIS, CARPOMETACARPAL JOINT, DIGIT, OTHER THAN THUMB, EACH; WITH AUTOGRAFT	Orthope	\$13,258
26850	ARTHRODESIS, METACARPOPHALANGEAL JOINT, WITH OR WITHOUT INTERNAL FIXATION;	Orthope	\$12,321
26852	ARTHRODESIS, METACARPOPHALANGEAL JOINT, WITH OR WITHOUT INTERNAL FIXATION;	Orthope	\$13,258
26860	ARTHRODESIS, INTERPHALANGEAL JOINT, WITH OR WITHOUT INTERNAL FIXATION;	Orthope	\$8,949
26861	ARTHRODESIS, INTERPHALANGEAL JOINT, WITH OR WITHOUT INTERNAL FIXATION;	Orthope	\$4,220
26862	ARTHRODESIS, INTERPHALANGEAL JOINT, WITH OR WITHOUT INTERNAL FIXATION; WITH AUTOGRAFT	Orthope	\$9,378
26863	ARTHRODESIS, INTERPHALANGEAL JOINT, WITH OR WITHOUT INTERNAL FIXATION; WITH AUTOGRAFT	Orthope	\$4,689
26910	AMPUTATION, METACARPAL, WITH FINGER OR THUMB (RAY AMPUTATION), SINGLE,	Orthope	\$6,096
26951	AMPUTATION, FINGER OR THUMB, PRIMARY OR SECONDARY, ANY JOINT OR PHALANX, SINGLE,	Orthope	\$5,966
26952	AMPUTATION, FINGER OR THUMB, PRIMARY OR SECONDARY, ANY JOINT OR PHALANX, SINGLE,	Orthope	\$6,564

26990	INCISION AND DRAINAGE, PELVIS OR HIP JOINT AREA; DEEP ABSCESS OR HEMATOMA	Orthope	\$3,941
26991	INCISION AND DRAINAGE; PELVIS OR HIP JOINT AREA; INFECTED BURSA	Orthope	\$3,941
26992	INCISION, BONE CORTEX, PELVIS AND/OR HIP JOINT (EG, OSTEOMYELITIS OR BONE ABSCESS)	Orthope	\$5,912
27001	TENOTOMY, ADDUCTOR OF HIP, OPEN	Orthope	\$6,621
27003	TENOTOMY, ADDUCTOR, SUBCUTANEOUS, OPEN, WITH OBTURATOR NEURECTOMY	Orthope	\$13,363
27006	TENOTOMY, ABDUCTORS AND/OR EXTENSOR(S) OF HIP, OPEN (SEPARATE PROCEDURE)	Orthope	\$8,503
27030	ARTHROTOMY, HIP, WITH DRAINAGE (EG, INFECTION)	Orthope	\$7,567
27033	ARTHROTOMY, HIP, INCLUDING EXPLORATION OR REMOVAL OF LOOSE OR FOREIGN BODY	Orthope	\$7,567
27035	DENERVATION, HIP JOINT, INTRA OR EXTRA INTRA-ARTICULAR OF SCIATIC, FEMORAL, OR OBT NERVES	Orthope	\$8,513
27040	BIOPSY, SOFT TISSUE OF PELVIS AND HIP AREA; SUPERFICIAL	Orthope	\$473
27041	BIOPSY, SOFT TISSUE OF PELVIS AND HIP AREA; DEEP, SUBFASCIAL OR INTRAMUSCULAR91619	Orthope	\$3,784
27047	EXCISION, TUMOR, PELVIS AND HIP AREA; SUBCUTANEOUS TISSUE91620	Orthope	\$3,784
27048	EXCISION, TUMOR, PELVIS AND HIP AREA; DEEP, SUBFASCIAL, INTRAMUSCULAR	Orthope	\$6,149
27049	RADICAL RESECTION OF TUMOR, SOFT TISSUE OF PELVIS AND HIP AREA	Orthope	\$7,567
27050	ARTHROTOMY, WITH BIOPSY; SACROILIAC JOINT	Orthope	\$7,567
27052	ARTHROTOMY, WITH BIOPSY; HIP JOINT	Orthope	\$8,513
27060	EXCISION; ISCHIAL BURSA	Orthope	\$6,621
27062	EXCISION; TROCHANTERIC BURSA OR CALCIFICATION	Orthope	\$10,801
27065	EXCISION OF BONE CYST OR BENIGN TUMOR; SUPERFICIAL	Orthope	\$7,567
27066	EXCISION OF BONE CYST OR BENIGN TUMOR; DEEP, WITH OR WITHOUT AUTOGRAFT	Orthope	\$8,513
27067	EXCISION OF BONE CYST OR BENIGN TUMOR; WITH AUTOGRAFT REQUIRING SEPARATE INCISION	Orthope	\$13,339
27087	REMOVAL OF FOREIGN BODY, PELVIS OR HIP; DEEP (SUBFASCIAL OR INTRAMUSCULAR)	Orthope	\$4,730
27093	INJECTION PROCEDURE FOR HIP ARTHROGRAPHY; WITHOUT ANESTHESIA	Pain Ma	\$683
27095	INJECTION PROCEDURE FOR HIP ARTHROGRAPHY; WITH ANESTHESIA	Pain Ma	\$2,527
27096	INJECTION PROCEDURE FOR SACROILIAC JOINT, ARTHROGRAPHY AND/OR ANESTHETIC/STEROID	Pain Ma	\$2,527
27100	TRANSFER EXTERNAL OBLIQUE MUSCLE TO GREATER TROCHANTER	Orthope	\$13,339
27105	TRANSFER PARASPINAL MUSCLE TO HIP	Orthope	\$9,459
27110	TRANSFER ILIOPSAOS, TO GREATER TROCHANTER OF FEMUR	Orthope	\$14,309
27111	TRANSFER ILIOPSAOS, TO FEMORAL NECK	Orthope	\$7,353
27125	HEMIARTHROPLASTY, HIP, PARTIAL	Orthope	\$23,746
27130	TOTAL HIP ARTHROPLASTY	Orthope	\$26,675
27179	OPEN TREATMENT OF SLIPPED FEMORAL EPIPHYSIS; OSTEOPLASTY OF FEMORAL NECK	Orthope	\$8,513
27197	CLOSED TREATMETN OF POSTERIOR PELVIC RING FRACTURE	Orthope	\$473
27198	CLOSED TREATMENT OF POSTERIOR PELVIC RING FRACTURE	Orthope	\$473

27200 CLOSED TREATMENT OF COCCYGEAL FRACTURE	Orthope	\$445
27202 OPEN TREATMENT OF COCCYGEAL FRACTURE	Orthope	\$6,621
27215 OPEN TMT OF ILIAC SPINE(S), TUBEROSITY AVULSION, OR ILIAC WING FRACTURE(S) (EG, PELVIC FRACT	Orthope	\$12,832
27279 ARTHRODESIS SACROILIAC JOINT	Orthope	\$23,998
27299 UNLISTED PROCEDURE, PELVIS OR HIP JOINT	Orthope	\$11,328
27301 INCISION AND DRAINAGE, DEEP ABSCESS, BURSA, OR HEMATOMA, THIGH OR KNEE REGION91789	Orthope	\$8,030
27305 FASCIOTOMY, ILIOTIBIAL (TENOTOMY), OPEN91791	Orthope	#VALUE!
27310 ARTHROTOMY, KNEE, WITH EXPLORATION, DRAINAGE, OR REMOVAL OF FOREIGN BODY (EG,	Orthxpe	
27323 BIOPSY, SOFT TISSUE OF THIGH OR KNEE AREA; SUPERFICIAL	Orthope	\$4,325
27324 BIOPSY, SOFT TISSUE OF THIGH OR KNEE AREA; DEEP (SUBFASCIAL OR INTRAMUSCULAR)	Orthope	\$5,676
27327 EXCISION, TUMOR, THIGH OR KNEE AREA; SUBCUTANEOUS	Orthope	\$6,524
27328 EXCISION, TUMOR, THIGH OR KNEE AREA; DEEP, SUBFASCIAL, OR INTRAMUSCULAR	Orthope	\$7,162
27330 ARTHROTOMY, KNEE; WITH SYNOVIAL BIOPSY ONLY	Orthope	\$8,186
27331 ARTHROTOMY, KNEE; INCLUDING JOINT EXPLORATION, BIOPSY, OR REMOVAL OF LOOSE BODIES	Orthope	\$9,209
27334 ARTHROTOMY, WITH SYNOVECTOMY, KNEE; ANTERIOR OR POSTERIOR	Orthope	\$13,201
27335 ARTHROTOMY, WITH SYNOVECTOMY, KNEE; ANTERIOR OR POSTERIOR	Orthope	\$13,201
27337 EXCISION, TUMOR, SOFT TISSUE OF THIGH OR KNEE AREA; SUBCUTANEOUS; 3 CM OR GREATER	Orthope	\$6,621
27340 EXCISION, PREPATELLAR BURSA	Orthope	\$8,401
27345 EXCISION OF SYNOVIAL CYST OF POPLITEAL SPACE (EG, BAKER'S CYST)	Orthope	\$9,601
27347 EXCISION OF LESION OF MENISCUS OR CAPSULE (EG, CYST, GANGLION), KNEE	Orthope	\$9,601
27350 PATELLECTOMY OR HEMIPATELLECTOMY	Orthope	\$11,472
27355 EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF FEMUR;	Orthope	\$9,178
27356 REMOVE FEMUR LESION/GRAFT	Orthope	\$20,933
27357 REMOVE FEMUR LESION/GRAFT	Orthope	\$12,620
27360 PARTIAL EXCISION BONE, FEMUR, PROXIMAL TIBIA AND/OR FIBULA	Orthope	\$20,933
27380 SUTURE OF INFRAPATELLAR TENDON; PRIMARY	Orthope	\$11,042
27381 SUTURE OF INFRAPATELLAR TENDON; SECOND RECONSTRUCTION, INCL FASCIAL OR TENDON GRAFT	Orthope	\$12,393
27385 SUTURE OF QUADRICEPS OR HAMSTRING MUSCLE RUPTURE; PRIMARY	Orthope	\$13,481
27386 SUTURE OF QUADRICEPS OR HAMSTRING MUSCLE RUPTURE; WITH GRAFT	Orthope	\$13,481
27403 ARTHROTOMY WITH MENISCUS REPAIR, KNEE	Orthope	\$10,298
27405 REPAIR, PRIMARY, TORN LIGAMENT AND/OR CAPSULE, KNEE; COLLATERAL	Orthope	\$11,472
27415 OSTEOCHONDRAL ALLOGRAFT, KNEE; OPEN	Orthope	\$22,320
27416 OSTEOCHONDRAL AUTOGRAFT(\$), KNEE, OPEN (EG, MOSAICPLASTY) (INCLUDES HARVESTING OF	Orthope	\$13,741
27418 ANTERIOFIBIAL TUBERCLEPLASTY (EG, MAQUET TYPE PROCEDURE)	Orthope	\$13,048

ATTACHMENT-24

27420	RECONSTRUCTION OF DISLOCATING PATELLA; (EG, HAUSER TYPE PROCEDURE)	Orthope	\$10,801
27422	RECONSTRUCTION OF DISLOCATING PATELLA; WITH EXTENSOR REALIGNMENT AND/OR MUSCLE	Orthope	\$12,001
27425		Orthope	\$11,472
27427	LIGAMENTOUS RECONSTRUCTION (AUGMENTATION), KNEE; EXTRA-ARTICULAR	Orthope	\$12,620
27428	LIGAMENTOUS RECONSTRUCTION (AUGMENTATION), KNEE; INTRA-ARTICULAR (OPEN)	Orthope	\$12,620
27429	LIGAMENTOUS RECONSTRUCTION (AUGMENTATION), KNEE; INTRA-ARTICULAR (OPEN)	Orthope	\$12,620
27430	QUADRICEPSPLASTY (EG, BENNETT OR THOMPSON TYPE)	Orthope	\$12,620
27438	ARTHROPLASTY, PATELLA; WITH PROSTHESIS	Orthope	\$16,704
27446	ARTHROPLASTY, KNEE, CONDYLE AND PLATEAU; MEDIAL OR LATERAL COMPARTMENT	Orthope	\$37,799
27447	ARTHROPLASTY, KNEE, CONDYLE AND PLATEAU; MEDIAL AND LATERAL (TOTAL KNEE ARTHROPLASTY)	Orthope	\$40,424
27511	OPEN TREATMENT OF FEMORAL SUPRACONDYLAR OR TRANS FRACTURE WO INTERCONDYLAR EXT	Orthope	\$8,186
27524	OPEN TREATMENT OF PATELLAR FRACTURE, WITH INT FIX &/OR PART OR COMP PATELLECTOMY	Orthope	\$11,472
27530	CLOSED TREATMENT OF TIBIAL FRACTURE; PROXIMAL (PLATEAU); WITHOUT MANIPULATION	Orthope	\$2,518
27535	OPEN TREATMENT OF TIBIAL FRACTURE, PROXIMAL; UNICONDYLAR, INCL INT FIX, WHEN PERFORMED	Orthope	\$9,459
27536	OPEN TREATMENT OF TIBIAL FRACTURE, PROXIMAL; BICONDYLAR,	Orthope	\$9,415
27540	OPEN TREATMENT OF INTERCONDYLAR SPINE(S) AND/OR TUBEROSITY FRACTURE(S) OF THE KNEE	Orthope	\$9,459
27570	MANIPULATION OF KNEE JOINT UNDER GENERAL ANESTHESIA	Orthope	\$4,801
27599	UNLISTED PROCEDURE, FEMUR OR KNEE	Orthope	\$0
27600	DECOMPRESSION FASCIOTOMY, LEG; ANTERIOR AND/OR LATERAL COMPARTMENTS ONLY	Orthope	\$6,453
27601	DECOMPRESSION FASCIOTOMY, LEG; POSTERIOR COMPARTMENT(S) ONLY	Orthope	\$9,275
27602	DECOMPRESSION FASCIOTOMY, LEG; ANTERIOR AND/OR LATERAL, AND POSTERIOR COMPARTMENT(S)	Orthope	\$11,400
27603	INCISION AND DRAINAGE, LEG OR ANKLE; DEEP ABSCESS OR HEMATOMA	Orthope	\$3,809
27610	ARTHROTOMY, ANKLE, INCLUDING EXPLORATION, DRAINAGE, OR REMOVAL OF FOREIGN BODY	Orthope	\$6,409
27614	BIOPSY, SOFT TISSUE OF LEG OR ANKLE AREA; DEEP (SUBFASCIAL OR INTRAMUSCULAR)	Orthope	\$5,714
27618	EXCISION, TUMOR, LEG OR ANKLE AREA; SUBCUTANEOUS TISSUE91976	Orthope	\$4,762
27619	EXCISION, TUMOR, LEG OR ANKLE AREA; DEEP (SUBFASCIAL OR INTRAMUSCULAR)91977	Orthope	\$9,581
27620	ARTHROTOMY, ANKLE, WITH JOINT EXPLORATION, WITH OR WITHOUT BIOPSY,	Orthope	\$8,556
27625	ARTHROTOMY, WITH SYNOVECTOMY, ANKLE;	Orthope	\$7,618
27641	PARTIAL EXCISION (CRATERIZATION, SAUCERIZATION, OR DIAPHYSECTOMY) BONE	Orthope	\$6,666
27650	REPAIR, PRIMARY, OPEN OR PERCUTANEOUS, RUPTURED ACHILLES TENDON;	Orthope	\$12,929
27652	REPAIR, PRIMARY, OPEN OR PERCUTANEOUS, RUPTURED ACHILLES TENDON; WITH GRAFT	Orthope	\$17,473
27654	REPAIR, SECONDARY, ACHILLES TENDON, WITH OR WITHOUT GRAFT	Orthope	\$13,105
27658	REPAIR, FLEXOR TENDON, LEG; PRIMARY, WITHOUT GRAFT, EACH TENDON	Orthope	\$5,988

27675 REPAIR, DISLOCATING PERONEAL TENDONS: WITHOUT FIBULAR OSTEOTOMY	Orthope	\$9,581
27676 REPAIR, DISLOCATING PERONEAL TENDONS; WITH FIBULAR OSTEOTOMY	Orthope	\$11,968
27685 LENGTHENING OR SHORTENING OF TENDON, LEG OR ANKLE: SINGLE TENDON	Orthope	\$6,418
27687 GASTROCNEMIUS RECESSON (EG, STRAYER PROCEDURE)	Orthope	\$10,778
27690 TRANSFER OR TRANSPLANT OF SINGLE TENDON SUPERFICIAL	Orthope	\$13,088
27691 TRANSFER OR TRANSPLANT OF SINGLE TENDON (WITH MUSCLE REDIRECTION OR REROUTING); DEEP	Orthope	\$12,946
27695 REPAIR, PRIMARY, DISRUPTED LIGAMENT, ANKLE; COLLATERAL	Orthope	\$13,506
27696 REPAIR, PRIMARY, DISRUPTED LIGAMENT, ANKLE; BOTH COLLATERAL LIGAMENTS	Orthope	\$12,718
27698 REPAIR, SECONDARY, DISRUPTED LIGAMENT, ANKLE, COLLATERAL (EG, WATSON-JONES PROCEDURE)	Orthope	\$13,421
27700 ARTHROPLASTY, ANKLE	Orthope	\$21,181
27702 ARTHROPLASTY, ANKLE; WITH IMPLANT (TOTAL ANKLE)	Orthope	\$23,825
27704 REMOVAL OF ANKLE IMPLANT	Orthope	\$7,618
27705 OSTEOTOMY; TIBIA	Orthope	\$12,468
27707 OSTEOTOMY; FIBULA	Orthope	\$7,618
27726 REPAIR OF FIBULA NONUNION AND/OR MALUNION WITH INTERNAL FIXATION	Orthope	\$7,183
27750 CLOSED TREATMENT OF TIBIAL SHAFT FRACTURE (WITH OR WITHOUT FIBULAR FRACTURE);	Orthope	\$2,396
27752 CLOSED TREATMENT OF TIBIAL SHAFT FRACTURE (WITH OR WITHOUT FIBULAR FRACTURE);	Orthope	\$4,279
27756 PERCUTANEOUS SKELETAL FIXATION OF TIBIAL SHAFT FRACTURE	Orthope	\$12,037
27758 OPEN TREATMENT OF TIBIAL SHAFT FRACTURE, WITH PLATE/SCREWS,	Orthope	\$17,005
27760 CLOSED TREATMENT OF MEDIAL MALLEOLUS FRACTURE; WITHOUT MANIPULATION	Orthope	\$2,394
27766 OPEN TREATMENT OF MEDIAL MALLEOLUS FRACTURE, INCLUDES INTERNAL FIXATION	Orthope	\$13,461
27767 CLOSED TREATMENT OF POSTERIOR MALLEOLUS FRACTURE; WITHOUT MANIPULATION	Orthope	\$2,140
27781 CLOSED TREATMENT OF PROXIMAL FIBULA OR SHAFT FRACTURE; WITH MANIPULATION	Orthope	\$6,183
27764 OPEN TREATMENT OF PROXIMAL FIBULA OR SHAFT FRACTURE,	Orthope	\$11,498
27786 CLOSED TREATMENT OF DISTAL FIBULAR FRACTURE (LATERAL MALLEOLUS);	Orthope	\$1,905
27792 OPEN TREATMENT OF DISTAL FIBULAR FRACTURE (LATERAL MALLEOLUS),	Orthope	\$11,299
27814 OPEN TREATMENT OF BIMALLEOLAR ANKLE FRACTURE	Orthope	\$12,929
27822 OPEN TREATMENT OF TRIMALLEOLAR ANKLE FRACTUREMEDIAL AND/OR LATERAL MALLEOLUS;	Orthope	\$12,415
27823 OPEN TMT OF TRIMALLEOLAR ANKLE FRACT, MEDIAL AND/OR LATERAL MALLEOLUS; W FIX OF POST LIP	Orthope	\$12,415
27824 CLOSED TREATMENT OF FRACTURE OF WEIGHT BEARING ARTICULAR PORTION OF DISTAL TIBIA	Orthope	\$2,394
27825 CLOSED TMT OF FRACTURE OF WEIGHT BEARING ARTICULAR OF DISTAL TIBIA,W SKELETAL TRACTION	Orthope	\$2,394
27826 OPEN TMT OF FRACT OF WEIGHT BEARING ARTICULAR SURFACE/PORTION OF DISTAL TIBIA, OF FIBULA	Orthope	\$11,493

27827	OPEN TMT OF FRAC OF WEIGHT BEARING ARTICULAR SURFACE/PORTION OF DISTAL TIBIA; OF TIBIA	Orthope	\$22,721
27828	OPEN TMT OF FRAC OF WEIGHT BEARING ARTICULAR SURFACE/PORTION OF DISTAL TIBIA; OF TIBIA	Orthope	\$22,721
27829	OPEN TREATMENT OF DISTAL TIBIOFIBULAR JOINT (SYNDESMOSIS) DISRUPTION,	Orthope	\$12,929
27846	OPEN TREATMENT OF ANKLE DISLOCATION, WITH OR WITHOUT PERCUTANEOUS SKELETAL FIXATION;	Orthope	\$12,468
27848	OPEN TREATMENT OF ANKLE DISLOCATION, WITH OR WITHOUT PERCUTANEOUS SKELETAL FIXATION;	Orthope	\$12,468
27860	MANIPULATION OF ANKLE UNDER GENERAL ANESTHESIA (INCLUDES APPLICATION OF TRACTION	Orthope	\$3,809
27870	ARTHRODESIS, ANKLE, OPEN	Orthope	\$18,230
27871	ARTHRODESIS, TIBIOFIBULAR JOINT, PROXIMAL OR DISTAL	Orthope	\$24,050
27864	AMPUTATION, LEG, THROUGH TIBIA AND FIBULA; SECONDARY CLOSURE OR SCAR REVISION	Orthope	\$10,470
27886	AMPUTATION, LEG, THROUGH TIBIA AND FIBULA; RE-AMPUTATION	Orthope	\$10,470
28001	INCISION AND DRAINAGE BURSA, FOOT;	Orthope	\$1,213
28002	INCISION AND DRAINAGE BELOW FASCIA, WITH OR WITHOUT TENDON SHEATH INVOLVEMENT, FOOT;	Orthope	\$6,666
28008	FASCIOTOMY, FOOT AND/OR TOE	Podiatr	\$5,714
28022	ARTHROTOMY, INCLUDING EXPLORATION, DRAINAGE, OR REMOVAL OF LOOSE OR FOREIGN BODY;	Orthope	\$6,666
28030	NEURECTOMY, INTRINSIC MUSCULATURE OF FOOT	Orthope	\$6,666
28035	RELEASE, TARSAL TUNNEL (POSTERIOR TIBIAL NERVE DECOMPRESSION)	Orthope	\$7,618
28039	EXCISION, TUMOR, SOFT TISSUE OF FOOT OR TOE; SUBCUTANEOUS; 1.5 CM OR GREATER	Orthope	\$4,355
28041	EXCISION, TUMOR, SOFT TISSUE OF FOOT OR TOE; SUBFASCIAL 1.5 CM OR GREATER	Orth	\$9,671
28043	EXCISION, TUMOR, FOOT; SUBCUTANEOUS TISSUE		\$5,746
28045	EXCISION, TUMOR, FOOT; DEEP, SUBFASCIAL, INTRAMUSCULAR	Orthope	\$7,487
28052	ARTHROTOMY WITH BIOPSY; METATARSOPHALANGEAL JOINT	Orthope	\$6,409
28060	FASCIECTOMY, PLANTAR FASCIA; PARTIAL (SEPARATE PROCEDURE)	Orthope	\$7,797
28072	SYNOVECTOMY; METATARSOPHALANGEAL JOINT, EACH	Orthope	\$6,666
28080	EXCISION, INTERDIGITAL (MORTON) NEUROMA, SINGLE, EACH	Orthope	\$5,714
28090	EXCISION OF LESION, TENDON, TENDON SHEATH, OR CAPSULE; FOOT	Orthope	\$5,714
28092	EXCISION OF LESION, TENDON, TENDON SHEATH, OR CAPSULE; TOE(S), EACH	Orthope	\$5,714
28104	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR, TARSAL OR METATARSAL	Orthope	\$6,823
28108	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR, PHALANGES OF FOOT	Orthope	\$6,666
28110	OSTECTOMY, PARTIAL EXCISION, FIFTH METATARSAL HEAD (BUNIONETTE) (SEPARATE PROCEDURE)	Orthope	\$5,714
28112	OSTECTOMY, COMPLETE EXCISION; OTHER METATARSAL HEAD (SECOND, THIRD OR FOURTH)	Orthope	\$8,514
28116	OSTECTOMY, EXCISION OF TARSAL COALITION92146	Orthope	\$9,584
28118	OSTECTOMY, CALCANEUS;92147	Orthope	\$8,514
28119	OSTECTOMY, CALCANEUS; FOR SPUR. WITH OR WITHOUT PLANTAR FASCIAL RELEASE	Orthope	\$7,618
28120	PARTIAL EXCISION BONE	Orthope	\$8,571

28122 PARTIAL EXCISION BONE (EG, OSTEOMYELITIS OR BOSSING); TARSAL OR METATARSAL BONE,	Orthope	\$6,666
28124 PARTIAL EXCISION BONE ; PHALANX OF TOE	Orthope	\$5,714
28126 RESECTION, PARTIAL OR COMPLETE, PHALANGEAL BASE, EACH TOE	Orthope	\$5,714
28140 METATARSECTOMY	Orthope	\$11,119
28153 RESECTION, CONDYLE(S), DISTAL END OF PHALANX, EACH TOE	Orthope	\$6,666
28190 REMOVAL OF FOREIGN BODY, FOOT; SUBCUTANEOUS	Orthope	\$1,905
28192 REMOVAL OF FOREIGN BODY, FOOT; DEEP	Orthope	\$3,809
28200 REPAIR, TENDON, FLEXOR, FOOT; PRIMARY OR SECONDARY, WITHOUT FREE GRAFT, EACH TENDON	Orthope	\$7,618
28208 REPAIR, TENDON, EXTENSOR, FOOT; PRIMARY OR SECONDARY, EACH TENDON	Orthope	\$9,803
28225 TENOLYSIS, EXTENSOR, FOOT; SINGLE TENDON	Orthope	\$3,809
28232 TENOTOMY, OPEN, TENDON FLEXOR, TOE, SINGLE TENDON (SEPARATE PROCEDURE)	Orthope	\$4,787
28234 TENOTOMY, OPEN, EXTENSOR, FOOT OR TOE, EACH TENDON	Orthope	\$4,787
28238 RECONSTRUCTION, POSTERIOR TIBIAL TENDON WITH EXCISION OF ACC TARSAL NAVICULAR BONE	Orthope	\$11,816
28240 TENOTOMY, LENGTHENING, OR RELEASE, ABDUCTOR HALLUCIS MUSCLE	Orthope	\$7,324
28250 DIVISION OF PLANTAR FASCIA AND MUSCLE (EG, STEINDLER STRIPPING) (SEPARATE PROCEDURE)	Podiatr	\$7,618
28270 CAPSULOTOMY; METATARSOPHALANGEAL JOINT, WITH OR WITHOUT TENORRHAPHY,	Orthope	\$6,418
28285 CORRECTION, HAMMERTOE (EG, INTERPHALANGEAL FUSION,	Orthope	\$10,470
28288 OSTEOTOMY, PARTIAL, EXOSTECTOMY OR CONDYLECTOMY, METATARSAL HEAD,	Orthope	\$8,383
28289 HALLUX RIGIDUS CORRECTION WITH CHEILECTOMY, DEBRIDEMENT AND CAPSULAR RELEASE	Orthope	\$7,487
28290 CORRECTION, HALLUX VALGUS (BUNION), WITH OR WITHOUT SESAMOIDECTOMY; SIMPLE	Orthope	\$8,556
28291 Hallux rigidus correction with cheilectomy, with implant	Podiatr	\$8,556
28292 CORRECTION, HALLUX VALGUS (BUNION), WITH OR WITHOUT SESAMOIDECTOMY;	Orthope	\$7,618
28293 CORRECTION, HALLUX VALGUS, WITH OR WO SESAMOIDECTOMY; RESECTION OF JT W IMPLANT	Orthope	\$10,470
28296 CORRECTION, HALLUX VALGUS, WITH OR WITHOUT SESAMOIDECTOMY; W METATARSAL OSTEOTOMY	Orthope	\$9,581
28297 CORRECTION, HALLUX VALGUS, WITH OR WITHOUT SESAMOIDECTOMY; LAPIDUS-TYPE PROCEDURE	Orthope	\$9,581
28298 CORRECTION, HALLUX VALGUS, WITH OR WITHOUT SESAMOIDECTOMY; BY PHALANX OSTEOTOMY	Orthope	\$9,581
28299 CORRECTION, HALLUX VALGUS), WITH OR WITHOUT SESAMOIDECTOMY; BY DOUBLE OSTEOTOMY	Orthope	\$9,581
28300 OSTEOTOMY; CALCANEUS WITH OR WITHOUT INTERNAL FIXATION	Podiatr	\$11,259
28306 OSTEOTOMY, , SHORTENING OR ANGULAR CORRECTION, METATARSAL;	Orthope	\$13,233
28308 OSTEOTOMY, WITH OR WITHOUT LENGTHENING, SHORTENING OR ANGULAR CORRECTION,	Orthope	\$11,119
28310 OSTEOTOMY, SHORTENING, ANGULAR OR ROTATIONAL CORRECTION; PROXIMAL PHALANX, FIRST TOE	Orthope	\$7,291
28312 OSTEOTOMY, SHORTENING, ANGULAR OR ROTATIONAL CORRECTION; OTHER PHALANGES, ANY TOE	Orthope	\$8,383
28313 RECONSTRUCTION, ANGULAR DEFORMITY OF TOE, SOFT TISSUE PROCEDURES ONLY	Orthope	\$8,383
28315 SESAMOIDECTOMY, FIRST TOE (SEPARATE PROCEDURE)	Orthope	\$6,666

28322 REPAIR, NONUNION OR MALUNION; METATARSAL, WITH OR WITHOUT BONE GRAFT	Orthope	\$13,421
28445 OPEN TREATMENT OF TALUS FRACTURE, INCLUDES INTERNAL FIXATION, WHEN PERFORMED	Orthope	\$12,174
28456 PERCUTANEOUS SKELETAL FIXATION OF TARSAL BONE FRACTURE, WITH MANIP	Orthope	\$9,612
28465 OPEN TREATMENT OF TARSAL BONE FRACTURE, INCLUDES INTERNAL FIXATION, WHEN PERFORMED,	Orthope	\$6,409
28470 CLOSED TREATMENT OF METATARSAL FRACTURE; WITHOUT MANIPULATION, EACH	Orthope	\$1,198
28476 PERCUTANEOUS SKELETAL FIXATION OF METATARSAL FRACTURE, WITH MANIPULATION, EACH	Orthope	\$4,762
28485 9P _N TREATMENT OF METATARSAL FRACTURE; INCLUDES INTERNAL FIXATION, WHEN PERFORMED	Orthope	\$11,119
28490 CLOSED TREATMENT OF FRACTURE GREAT TOE, PHALANX OR PHALANGES; WITHOUT MANIPULATION	Orthope	\$515
28505 OPEN TREATMENT OF FRACTURE, GREAT TOE, PHALANX OR PHALANGES, INCLUDES INTERNAL	Orthope	\$10,470
28515 CLOSED TREATMENT OF FRACTURE, PHALANX OR PHALANGES, OTHER THAN GREAT TOE;	Podiatr	\$655
28525 OPEN TREATMENT OF FRACTURE, PHALANX OR PHALANGES, OTHER THAN GREAT TOE,	Orthope	\$10,470
28555 OPEN TREATMENT OF TARSAL BONE DISLOCATION, INCLUDES INTERNAL FIXATION, WHEN PERFORMED	Orthope	\$10,470
28606 PERCUTANEOUS SKELETAL FIXATION OF TARSOMETATARSAL JOINT DISLOCATION,	Orthope	\$4,762
28615 OPEN TREATMENT OF TARSOMETATARSAL JOINT DISLOCATION, INCLUDES INTERNAL FIXATION,	Orthope	\$10,470
28645 OPEN TREATMENT OF METATARSOPHALANGEAL JOINT DISLOCATION, INCLUDES INTERNAL FIXATION,	Orthope	\$6,666
28675 OPEN TREATMENT OF INTERPHALANGEAL JOINT DISLOCATION, INCLUDES INTERNAL FIXATION,	Orthope	\$6,666
28740 ARTHRODESIS, MIDTARSAL OR TARSOMETATARSAL, SINGLE JOINT	Orthope	\$12,451
28750 ARTHRODESIS, GREAT TOE; METATARSOPHALANGEAL JOINT	Orthope	\$12,451
28755 ARTHRODESIS, GREAT TOE; INTERPHALANGEAL JOINT	Orthope	\$13,321
28810 AMPUTATION, METATARSAL, WITH TOE, SINGLE	Orthope	\$5,493
28820 AMPUTATION, TOE; METATARSOPHALANGEAL JOINT	Orthope	\$5,493
28825 AMPUTATION, TOE; INTERPHALANGEAL JOINT	Orthope	\$5,493
29075 APPLICATION, CAST; ELBOW TO FINGER (SHORT ARM)	Orthope	\$7,181
29345 APPLICATION OF LONG LEG CAST (THIGH TO TOES);	Orthope	\$1,961
29405 APPLICATION OF SHORT LEG CAST (BELOW KNEE TO TOES);	Orthope	\$474
29805 ARTHROSCOPY, SHOULDER, DIAGNOSTIC, WITH OR WITHOUT SYNOVIAL BIOPSY	Orthope	\$696
29806 ARTHROSCOPY, SHOULDER, SURGICAL; CAPSULORRHAPHY	Orthope	\$8,790
29807 ARTHROSCOPY, SHOULDER, SURGICAL; REPAIR OF SLAP LESION	Orthope	\$12,357
29819 ARTHROSCOPY, SHOULDER, SURGICAL; WITH REMOVAL OF LOOSE BODY OR FOREIGN BODY	Orthope	\$12,357
29820 ARTHROSCOPY, SHOULDER, SURGICAL; SYNOVECTOMY, PARTIAL	Orthope	\$12,357
29821 ARTHROSCOPY, SHOULDER, SURGICAL; SYNOVECTOMY, COMPLETE	Orthope	\$12,832
29822 ARTHROSCOPY, SHOULDER, SURGICAL; DEBRIDEMENT, LIMITED	Orthope	\$12,357
29823 ARTHROSCOPY, SHOULDER, SURGICAL; DEBRIDEMENT, EXTENSIVE	Orthope	\$12,357
29824 ARTHROSCOPY, SHOULDER, SURGICAL; DISTAL CLAVICULECTOMY	Orthope	\$12,357

29825	ARTHROSCOPY, SHOULDER, SURGICAL: WITH LYSIS AND RESECTION OF ADHESIONS,	Orthope	\$12,357
29826	ARTHROSCOPY, SHOULDER, SURGICAL: DECOMPRESSION OF SUBACROMIAL SPACE	Orthope	\$12,357
29827	ARTHROSCOPY, SHOULDER, SURGICAL: WITH ROTATOR CUFF REPAIR	Orthope	\$12,357
29828	ARTHROSCOPY, SHOULDER, SURGICAL: BICEPS TENODESIS	Orthope	\$12,832
29830	ARTHROSCOPY, ELBOW, DIAGNOSTIC, WITH OR WITHOUT SYNOVIAL BIOPSY	Orthope	\$9,209
29834	ARTHROSCOPY, ELBOW, SURGICAL: WITH REMOVAL OF LOOSE BODY OR FOREIGN BODY	Orthope	\$11,328
29835	ARTHROSCOPY, ELBOW, SURGICAL: SYNOVECTOMY, PARTIAL	Orthope	\$11,256
29836	ARTHROSCOPY, ELBOW, SURGICAL: SYNOVECTOMY, COMPLETE	Orthope	\$11,256
29837	ARTHROSCOPY, ELBOW, SURGICAL: DEBRIDEMENT, LIMITED	Orthope	\$11,328
29838	ARTHROSCOPY, ELBOW, SURGICAL: DEBRIDEMENT, EXTENSIVE	Orthope	\$6,838
29840	ARTHROSCOPY, WRIST, DIAGNOSTIC, WITH OR WITHOUT SYNOVIAL BIOPSY	Orthope	\$11,142
29843	ARTHROSCOPY, WRIST, SURGICAL: FOR INFECTION, LAVAGE AND DRAINAGE	Orthope	\$10,298
29844	ARTHROSCOPY, WRIST, SURGICAL: SYNOVECTOMY, PARTIAL	Orthope	\$11,142
29845	ARTHROSCOPY, WRIST, SURGICAL: SYNOVECTOMY, COMPLETE	Orthope	\$11,328
29846	ARTHROSCOPY, WRIST, SURGICAL: EXCISION AND/OR REPAIR OF TRIANGULAR FIBROCARILAGE	Orthope	\$11,142
29847	ARTHROSCOPY, WRIST, SURGICAL: INTERNAL FIXATION FOR FRACTURE OR INSTABILITY	Orthope	\$11,142
29848	ENDOSCOPY, WRIST, SURGICAL, WITH RELEASE OF TRANSVERSE CARPAL LIGAMENT	Orthope	\$6,838
29850	ARTHROSCOPIC AID OF INTERCONDYLAR SPINE(S) AND/OR TUBEROSITY FRACTURE(S) OF THE KNEE	Orthope	\$11,721
29851	ARTHROSCOPIC AID OF INTERCONDYLAR SPINE(S) AND/OR TUBEROSITY FRACTURE(S) OF THE KNEE,	Orthope	\$11,721
29855	ARTHROSCOPICALLY AIDED TREATMENT OF TIBIAL FRACTURE, PROXIMAL (PLATEAU); UNICONDYLAR	Orthope	\$11,721
29856	ARTHROSCOPICALLY AIDED TREATMENT OF TIBIAL FRACTURE, PROXIMAL	Orthope	\$11,721
29860	ARTHROSCOPY, HIP, DIAGNOSTIC WITH OR WITHOUT SYNOVIAL BIOPSY (SEPARATE PROCEDURE)92447	Orthope	\$11,475
29861	ARTHROSCOPY, HIP, SURGICAL: WITH REMOVAL OF LOOSE BODY OR FOREIGN BODY92448	Orthope	\$12,357
29862	ARTHROSCOPY, HIP, SURGICAL: WITH DEBRIDEMENT/SHAVING OF ARTICULAR CARTILAGE	Orthope	\$12,357
29883	ARTHROSCOPY, HIP, SURGICAL: WITH SYNOVECTOMY	Orthope	\$12,357
29866	ARTHROSCOPY, KNEE, SURGICAL: OSTEOCHONDRAL AUTOGRAFT(S) (EG, MOSAICPLASTY)	Orthope	\$11,256
29867	ARTHROSCOPY, KNEE, SURGICAL: OSTEOCHONDRAL ALLOGRAFT (EG, MOSAICPLASTY)	Orthope	\$11,256
29870	ARTHROSCOPY, KNEE, DIAGNOSTIC, WITH OR WITHOUT SYNOVIAL BIOPSY	Orthope	\$9,209
29871	ARTHROSCOPY, KNEE, SURGICAL: FOR INFECTION, LAVAGE AND DRAINAGE	Orthope	\$11,256
29873	ARTHROSCOPY, KNEE, SURGICAL: WITH LATERAL RELEASE	Orthope	\$11,328
29874	ARTHROSCOPY, KNEE, SURGICAL: FOR REMOVAL OF LOOSE BODY OR FOREIGN BODY ATTACH	Orthope	\$11,256
29875	ARTHROSCOPY, KNEE, SURGICAL: SYNOVECTOMY, LIMITED (EG, Plica OR SHELF RESECTION)	Orthope	\$11,328
29876	ARTHROSCOPY, KNEE, SURGICAL: SYNOVECTOMY, MAJOR, TWO OR MORE COMPARTMENTS	Orthope	\$11,256
29877	ARTHROSCOPY, KNEE, SURGICAL: DEBRIDEMENT/SHAVING OF ARTICULAR CARTILAGE	Orthope	\$11,328

29879	ARTHRSCOPY, KNEE, SURGICAL; ABRASION ARTHROPLASTY OR MULTIPLE DRILLING OR MICROFRACT	Orthope	\$11,328
29880	ARTHRSCOPY, KNEE, SURGICAL; WITH MENISCECTOMY	Orthope	\$11,328
29881	ARTHRSCOPY, KNEE, SURGICAL; WITH MENISCECTOMY	Orthope	\$11,328
29882	ARTHRSCOPY, KNEE, SURGICAL; WITH MENISCUS REPAIR (MEDIAL OR LATERAL)	Orthope	\$11,328
29883	ARTHRSCOPY, KNEE, SURGICAL; WITH MENISCUS REPAIR (MEDIAL AND LATERAL)	Orthope	\$11,256
29884	ARTHRSCOPY, KNEE, SURGICAL; WITH LYSIS OF ADHESIONS, WITH OR WITHOUT MANIPULATION	Orthope	\$11,256
29885	ARTHRSCOPY, KNEE, SURGICAL; DRILLING FOR OSTEOCHONDRITIS DISSECANS WITH BONE GRAFTING	Orthope	\$10,743
29886	ARTHRSCOPY, KNEE, SURGICAL; DRILLING FOR INTACT OSTEOCHONDRITIS DISSECANS LESION	Orthope	\$11,328
29887	ARTHRSCOPY, KNEE, SURGICAL; DRILLING FOR INTACT OSTEO DISS LESION WITH INTERNAL FIXATION	Orthope	\$10,743
29888	ARTHRSCOPICALLY AIDED ANTERIOR CRUCIATE LIGAMENT REPAIR/AUGMENTATION	Orthope	\$12,357
29889	ARTHRSCOPICALLY AIDED POSTERIOR CRUCIATE LIGAMENT REPAIR/AUGMENTATION	Orthope	\$16,571
29891	ARTHRSCOPY, ANKLE, SURGICAL, EXCISION OF OSTEOCHONDRAL DEFECT OF TALUS AND/OR TIBIA	Orthope	\$8,790
29892	ARTHRSCOPIC AID REPAIR OF OSTEO DISS LESION, TALAR DOME FRAC, OR TIBIAL PLAFOND FRAC,	Orthope	\$12,677
29893	ENDOSCOPIC PLANTAR FASCIOTOMY	Orthope	\$6,838
29894	ARTHRSCOPY, ANKLE (TIBIOTALAR AND FIBULOTALAR JOINTS), SURGICAL;	Orthope	\$9,209
29895	ARTHRSCOPY, ANKLE (TIBIOTALAR AND FIBULOTALAR JOINTS), SURGICAL; SYNOVECTOMY, PARTIAL	Orthope	\$9,268
29897	ARTHRSCOPY, ANKLE (TIBIOTALAR AND FIBULOTALAR JOINTS), SURGICAL; DEBRIDEMENT, LIMITED	Orthope	\$10,298
29898	ARTHRSCOPY, ANKLE (TIBIOTALAR AND FIBULOTALAR JOINTS), SURGICAL; DEBRIDEMENT, EXTENSIVE	Orthope	\$10,298
29899	ARTHRSCOPY, ANKLE (TIBIOTALAR AND FIBULOTALAR JOINTS), SURGICAL; W ANKLE ARTHRODESIS	Orthope	\$12,677
29900	ARTHRSCOPY, METACARPOPHALANGEAL JOINT, DIAGNOSTIC, INCLUDES SYNOVIAL BIOPSY	Orthope	\$7,162
29901	ARTHRSCOPY, METACARPOPHALANGEAL JOINT, SURGICAL; WITH DEBRIDEMENT	Orthope	\$9,268
29902	ARTHRSCOPY, METACARPOPHALANGEAL JOINT, SURGICAL; W REDUC OF DISPLACED ULNAR COLL LIB	Orthope	\$8,970
29914	ARTHRSCOPY, HIP SURGICAL; WITH FEMOROPLASTY(IE, TREATMENT OF CAM LESION)	Orthope	\$15,599
29915	ARTHRSCOPY, HIP, SURGICAL; WITH ACETABULOPLASTY (IE, TREATMENT OF PINCER LESION)	Orthope	\$15,599
29916	ARTHRSCOPY, HIP, SURGICAL; WITH LABRAL REPAIR	Orthope	\$15,599
29999	UNLISTED PROCEDURE; ARTHROSCOPY	Orthope	\$10,664
31640	BRONCHOSCOPY WITH OR WITHOUT FLUOROSCOPIC GUIDANCE; WITH EXCISION OF TUMOR		\$4,495
31641	BRONCHOSCOPY (RIGID OR FLEXIBLE); WITH DESTRUCTION OF TUMOR OR RELIEF OF STENOSIS		\$4,495
31643	BRONCHOSCOPY; WITH PLACEMENT OF CATHETER(S) FOR INTRACAVITARY RADIOELEMENT		\$2,996
31645	BRONCHOSCOPY; WITH THERAPEUTIC ASPIRATION OF TRACHEOBRONCHIAL TREE, INITIAL		\$2,996
31646	BRONCHOSCOPY WITH THERAPEUTIC ASPIRATION OF TRACHEOBRONCHIAL TREE, SUBSEQUENT		\$2,996

31656	BRONCHOSCOPY WITH INJECTION OF CONTRAST MATERIAL FOR SEGMENTAL BRONCHOGRAPHY		\$2,996
31700	CATHETERIZATION, TRANSGLOTTIC (SEPARATE PROCEDURE)		\$2,247
31717	CATHETERIZATION WITH BRONCHIAL BRUSH BIOPSY		\$313
31720	CATHETER ASPIRATION (SEPARATE PROCEDURE); NASOTRACHEAL		\$313
31730	TRANSTRACHEAL (PERCUTANEOUS) INTRODUCTION OF NEEDLE WIRE DILATOR/STENTOR INDWELLING		\$625
31820	SURGICAL CLOSURE TRACHEOSTOMY OR FISTULA; WITHOUT PLASTIC REPAIR		\$3,746
31825	SURGICAL CLOSURE TRACHEOSTOMY OR FISTULA; WITH PLASTIC REPAIR		\$5,244
31830	REVISION OF TRACHEOSTOMY SCAR		\$4,495
32000	THORACENTESIS, PUNCTURE OF PLEURAL CAVITY FOR ASPIRATION, INITIAL OR SUBSEQUENT		\$394
32400	BIOPSY, PLEURA; PERCUTANEOUS NEEDLE		\$482
32405	BIOPSY, LUNG OR MEDIASTINUM, PERCUTANEOUS NEEDLE		\$943
32420	PNEUMOCENTESIS, PUNCTURE OF LUNG FOR ASPIRATION		\$442
33212	INSERTION OR REPLACEMENT OF PACEMAKER PULSE GENERATOR ONLY; SINGLE CHAMBER,		\$6,127
33213	INSERTION OR REPLACEMENT OF PACEMAKER PULSE GENERATOR ONLY; DUAL CHAMBER93070		\$6,127
33222	REVISION OR RELOCATION OF SKIN POCKET FOR PACEMAKER93083		\$4,878
33223	REVISION OF SKIN POCKET FOR SINGLE OR DUAL CHAMBER PACING		\$4,878
33233	REMOVAL OF PERMANENT PACEMAKER PULSE GENERATOR		\$6,127
35207	REPAIR BLOOD VESSEL, DIRECT; HAND, FINGER	Orthope	\$9,046
36800	INSERTION OF CANNULA FOR HEMODIALYSIS; VEIN TO VEIN		\$713
36810	INSERTION OF CANNULA FOR HEMODIALYSIS; ARTERIOVENOUS, EXTERNAL (SCRIBNER TYPE)		\$870
36815	INSERTION OF CANNULA FOR HEMODIALYSIS; ARTERIOVENOUS, EXTERNAL REVISION, OR CLOSURE		\$713
37720	LIGATION AND DIVISION AND COMPLETE STRIPPING OF LONG OR SHORT SAPHENOUS VEINS		\$611
37799	UNLISTED PROCEDURE, VASCULAR SURGERY	ATTACHMENT	\$0
24c9			
62264	PERCUTANEOUS LYSIS OF EPIDURAL ADHESIONS USING SOLUTION INJECTION	PainMa	\$2,420

February 25, 2019

Ms. Courtney Avery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, IL 62761

Re: Riverside Ambulatory Surgery Center (RASC)

Dear Ms. Avery:


We are providing this letter to assist the Review Board in its evaluation of a Certificate of Need application to add an orthopedic specialty to RASC. This referral letter is in response to Review criterion § 1110.235(c)(3) in support of the proposed expansion of services at RASC.


Riverside Orthopedic Specialists is a newly formed orthopedic group consisting of five physicians. We established practice in the RASC service area in mid to late 2018 and are all new surgeons to this market. It is our desire to offer our patients the option of having their procedures performed in an ambulatory surgery center for its quality, convenience and lower cost.

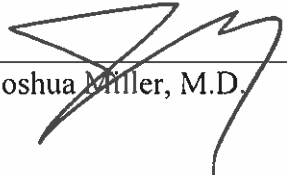
We estimate that our group will refer 275 cases annually to RASC by the end of the second full year of operation if this CON request is approved. While we do not have historical patient origin by zip code for our practices at this early stage of our formation, we expect that it will be consistent with the patient origin by zip code experienced for RASC overall.

The information contained in this letter is true and correct to the best of our information and belief and has not been used in support of another project.

Sincerely,
Riverside Orthopedic Specialists



Jonathan Cotton, M.D.

Andrew Toftoy, M.D.

Joshua Miller, M.D.

Taruna Crawford, M.D.

Jessica Shin, M.D.

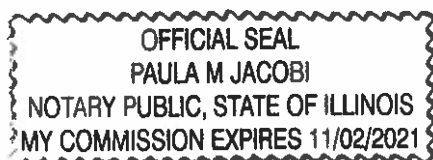
Surgeon	Dates	OP Cases
Dr. Cotton	June 2018-Feb 2019	48
Dr. Crawford	October 2018 – Feb 2019	104
Dr. Toftoy	October 2018 – Feb 2019	2
Dr. Shin	October 2018 – Feb 2019	16
Dr. Miller	December 2018 – Feb 2019	8

Given under my hand and official seal,

this 25th day of February 2019

Paula Jacobi

Notary Public





February 25, 2019

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

Dear Reivew Board Members:

Pursuan to 77 Ill. Adm Code §1110.1540(g), I hereby certify that the attached charge schedule will not be increased, at a minimum, for the first two years of operationg following the approval to expand the surgery center unless a permit is first obtained pursuant to 77 Ill. Adm. Code §1110.310(a).

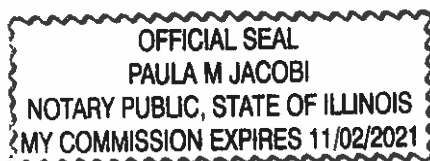
Sincerely,

A handwritten signature in black ink, appearing to read "Jerome Swale".

Jerome Swale, M.D.
President

Subcribed and sworn to me
this 25th day of February 2019

A handwritten signature in black ink, appearing to read "Paula M. Jacobi".





February 25, 2019

Ms. Courtney R. Avery
Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761


Re: Riverside Ambulatory Surgery Center, L.L.C. – Assurance of Occupancy

Dear Ms. Avery:

This letter attests to the fact that if this Project is approved by the Illinois Health Facilities and Services Review Board, Riverside Ambulatory Surgery Center, L.L.C. (RASC) understands that it is expected to achieve and maintain the occupancy specified in §1110.234(e)(1) by the second year of operation after project completion.

Riverside Ambulatory Surgery Center, L.L.C. is requesting the addition of orthopedic surgery as a permitted service to increase utilization of the surgery center facility to move toward full compliance with this standard. In addition to adding the five new orthopedic surgeons to the RASC medical staff, we will continue to work with area surgical providers to refer their patients to the facility.

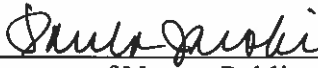
Riverside Ambulatory Surgery Center, L.L.C.



Jerome Swale, M.D.
President/Chairman

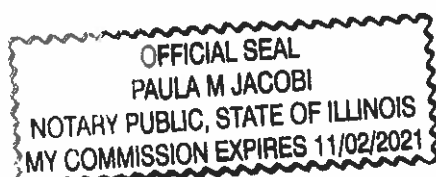
Notarization:

Subscribed and sworn to before me
this 25th day of February, 2019



Signature of Notary Public

Seal



34154310.1 02/25/2019

ATTACHMENT-24



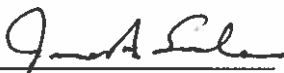
February 25, 2019

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

Dear Reivew Board Members:

Pursuan to 77 Ill. Adm Code §1110.235(c)(10), I hereby certify that a peer review program exists and will be expanded that evaluates whether patient outcomes are consistent with quality standards established by professional organizations for amublatory surgical center services, and if outcomes do not meet those standards, that a quaiity improvement plan will be initiated.

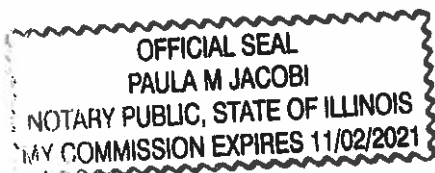
Sincerely,


Jerome Swale, M.D.
President

Subcribed and sworn to me
this 25th day of February 2019



Paula M. Jacobi



Section V, Financial Viability Waiver Availability of Funds

Attachment 33

Riverside Health System has a bond rating of A+ from Standard and Poor's rating agency, and A2 from Moody's and this Section should not apply.

MOODY'S INVESTORS SERVICE

7 World Trade Center
250 Greenwich Street
New York 10007
www.moodys.com

April 23, 2018

Mr. Bill Douglas
Chief Financial Officer
Riverside Health System
350 North Wall Street
Kankakee, IL 60901

Dear Mr. Douglas:

We wish to inform you that on April 20, 2018, Moody's Investors Service affirmed Riverside Health System's **A2** bond rating. The outlook is **stable**.

Credit ratings issued by Moody's Investors Service, Inc. and its affiliates ("Moody's") are Moody's current opinions of the relative future credit risk of entities, credit commitments, or debt or debt-like securities and are not statements of current or historical fact. Moody's credit ratings address credit risk only and do not address any other risk, including but not limited to: liquidity risk, market value risk, or price volatility.

This letter uses capitalized terms and rating symbols that are defined or referenced either in *Moody's Definitions and Symbols Guide* or *MIS Code of Professional Conduct* as of the date of this letter, both published on www.moodys.com. The Credit Ratings will be publicly disseminated by Moody's through normal print and electronic media as well as in response to verbal requests to Moody's Rating Desk. Moody's related research and analyses will also be published on www.moodys.com and may be further distributed as otherwise agreed in writing with us.

Moody's Credit Ratings or any corresponding outlook, if assigned, will be subject to revision, suspension or withdrawal, or may be placed on review, by Moody's at any time, without notice, in the sole discretion of Moody's. For the most current Credit Rating, please visit www.moodys.com.

Moody's has not consented and will not consent to being named as an expert under applicable securities laws, such as section 7 of the Securities Act of 1933. The assignment of a rating does not create a fiduciary relationship between Moody's and you or between Moody's and other recipients of a Credit Rating. Moody's Credit Ratings are not and do not provide investment advice or recommendations to purchase, sell or hold particular securities. Moody's issues Credit Ratings with the expectation and understanding that each investor will make its own evaluation of each security that is under consideration for purchase, sale or holding.

Moody's adopts all necessary measures so that the information it uses in assigning a Credit Rating is of sufficient quality and from sources Moody's considers to be reliable including, when appropriate, independent third-party sources. However, Moody's is not an auditor and cannot in every instance independently validate or verify information received in the rating process. Moody's expects and is relying upon you possessing all legal rights and required consents to disclose the information to

ATTACHMENT-33

April 23, 2018

Mr. Bill Douglas
Chief Financial Officer
Riverside Health System
350 North Wall Street
Kankakee, IL 60901

Moody's, and that such information is not subject to any restrictions that would prevent use by Moody's for its ratings process. In assigning the Credit Ratings, Moody's has relied upon the truth, accuracy, and completeness of the information supplied by you or on your behalf to Moody's. Moody's expects that you will, and is relying upon you to, on an ongoing basis, promptly provide Moody's with all information necessary in order for Moody's to accurately and timely monitor the Credit Ratings, including current financial and statistical information.

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Any non-public information discussed with or revealed to you must be kept confidential and only disclosed either (i) to your legal counsel acting in their capacity as such; (ii) to your other authorized agents acting in their capacity as such with a need to know that have entered into non-disclosure agreements with Moody's in the form provided by Moody's and (iii) as required by applicable law or regulation. You agree to cause your employees, affiliates, agents and advisors to keep non-public information confidential.

If there is a conflict between the terms of this rating letter and any related Moody's rating application, the terms of the executed rating application will govern and supercede this rating letter.

Should you have any questions regarding the above, please do not hesitate to contact the analyst assigned to this transaction, Rita Sverdlik at 212-553-3908.

Sincerely,

Moody's Investors Service Inc.

Moody's Investors Service Inc.

ATTACHMENT-33

RatingsDirect®

Illinois Finance Authority Riverside Health System; Hospital

Primary Credit Analyst:

Wendy A Towber, Centennial (1) 303-721-4230; wendy.towber@spglobal.com

Secondary Contact:

Ashley Henry, Centennial (1) 303-721-4563; Ashley.Henry@spglobal.com

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Financial Profile

Illinois Finance Authority Riverside Health System; Hospital

Credit Profile

Illinois Finance Authority, Illinois

Riverside Hlth Sys, Illinois

Illinois Finance Authority (Riverside Health System)

Long Term Rating

A+/Stable

Affirmed

Rationale

S&P Global Ratings affirmed its 'A+' long-term rating on the Illinois Finance Authority's series 2016, 2013, and 2009 revenue bonds, issued on behalf of Riverside Health System (RHS). The outlook is stable.

We continue to assess RHS' financial profile as very strong and view the enterprise profile as strong. The very strong financial profile reflects our view of RHS' robust financial performance and sound liquidity and financial flexibility. The strong enterprise profile reflects our view of RHS' stable strategy and market position in an evolving competitive landscape and the limited economic fundamentals reflecting the size of the population of the primary service area (PSA). We think these combined credit factors lead to an indicative rating level of 'a+' and a final rating of 'A+'. We anticipate that RHS' financial and enterprise profiles will continue to remain stable in the near term given that we view the fiscal 2018 budget as achievable and in line with historical operating performance and believe that the stable management team will continue to effectively execute its strategic plans to maintain market share.

The rating reflects our view of RHS':

- Longstanding trend of consistently solid operations, which has continued through the first nine months of fiscal 2017 ended Sept. 30;
- Excellent unrestricted reserves as they relate to days' cash on hand; and
- Continued leading market position.

Offsetting the above strengths, in our view, are RHS' higher-than-median leverage, limited size and scale of the revenue base, and market uncertainty related to the changing competitive landscape. Other credit factors include the potential decline of special funding due to changes in Illinois state funding programs.

The 'A+' rating is based on our view of RHS' group credit profile (GCP) and the obligated group's "core" status. Accordingly, we rate the bonds at the same level as the GCP. The debt is secured by RHS' revenue.

Located in Kankakee, about 55 miles south of Chicago, RHS owns and operates a 301-staffed-bed acute-care hospital, outpatient facilities in five counties, a 70,000-square-foot health fitness center in Bourbonnais, an ambulance service, an 18-bed substance abuse program, two ambulatory surgery centers, and a senior living facility. The Kankakee senior living facility is on the 100-acre medical center campus but situated such that natural treeline barriers make it seem as if it were on an independent campus just beyond the medical center.

Outlook

The stable outlook reflects our anticipation that RHS will maintain its solid unrestricted reserves while investing in strategies that help sustain the organization and its market share. We believe the ever-expanding sites of care continue to allow RHS to sustain good cash flow, which have helped to maintain the unrestricted reserves.

Upside scenario

We do not anticipate raising the rating, but would consider doing so if RHS improves its size and scale (revenue base) and its enterprise profile while maintaining all of its other ratios.

Downside scenario

While unlikely, if RHS undergoes a sustained decline in its operations that affects its ability to invest in the organization, or if it issues debt to support future capital plans, we could lower the rating or revise the outlook to negative. Any changes in the competitive landscape that negatively affect market share or utilization volumes could also pressure the rating.

Enterprise Profile

Industry risk

Industry risk addresses our view of the health care sector's overall cyclical and competitive risk and growth through application of various stress scenarios and evaluation of barriers to entry; the level and trend of industry profit margins; risk from secular change and substitution of products, services, and technologies; and risk in growth trends. We believe the health care services industry represents an intermediate credit risk when compared with other industries and sectors.

Market share and utilization

RHS retains the leading market share, at greater than 65%, and competes primarily against St. Mary's Hospital (part of the Presence Health System). With the acquisition of Presence Health by Ascension Health targeted for early 2018, the competitive landscape is poised to evolve in the near term. While management expects this acquisition will likely have little to no impact on RHS market share, which we view as reasonable, the resulting changes to the competitive landscape remain uncertain. To date, RHS has remained the primary health care provider in the market as the management team continues its focus on high-end clinical service lines, including cancer, heart, orthopedics, and neurosurgery. We believe that this focus, coupled with physician alignments, positions RHS to remain the market leader in the near term.

Inpatient admissions grew slightly in fiscal 2016, although in fiscal 2017 the shift toward outpatient services continues to outpace inpatient volume growth. Physician recruitment continues to be a focus across a variety of specialties, and RHS is pursuing residency and fellowship programs to further support these efforts. The Riverside Medical Group (RMG), the largest multispecialty group in the area, continues to see growth and currently includes 68 physicians and 59 advanced practice professionals. As RMG has grown over the years, leadership has stated that the group has been positive to the system, contributing downstream revenue and growth in referrals.

Also, RHS' Kankakee and Bourbonnais senior living campuses have high occupancy, with independent and assisted living facilities at 82%, and skilled nursing at 75%.

Management

RHS has a stable senior leadership team that continues to implement strategic plans to enhance the system. By evaluating both the services provided and geographic footprint in which it operates, leadership determines how and where to invest to enhance its programs. Evidence of this can be seen in RHS' April 2016 expansion into Frankfort, and the upcoming expansion into immediate care services in Watseka in early 2018, markets that are north and south of RHS' PSA, respectively. The Frankfort facility is a 20,000-square-foot medical complex housing physicians and other diagnostic services. The Watseka facility is a 12,000-square-foot medical complex offering primary and specialty care as well as imaging services. In September 2014, the Medical Center and the employed physician group completed membership participation agreements to join Rush Health. Rush Health consists of a clinically integrated hospital and roughly 1,400 physician and nonphysician network clinicians providing members with managed-care contracting services and technology to support various population health/accountable care initiatives. In mid-2017, RHS terminated its formal affiliation with the Rush University Medical Center (RUMC). While the working partnership with the Medical Center and physician group remains, the Riverside / Rush Corporation (RRC) board has been dissolved and RRC no longer holds reserve powers. Neither RUMC nor RRC was a member of the obligated group, which was not affected by this change. We expect the management team to remain stable in the near term and continue to implement its strategic plans as envisioned.

Financial Profile

Financial policies

The financial policies assessment of "neutral" reflects our opinion that financial reporting and disclosure, investment allocation and liquidity, debt profile, contingent liabilities, and legal structure are appropriate for an organization of this type and size and are not likely to impair the organization's ability to pay debt service.

Financial performance

RHS continues to post healthy operations, a trend we expect to likely be sustained in the near term supported in part by revenue growth from several outpatient services such as cancer treatment, ambulatory infusion, and the cardiac catheterization lab. For the first nine months of fiscal 2017, ended Sept. 30, RHS continued to have healthy operations in line with those of recent years. When comparing the first nine months of 2017 operations to those of fiscal 2016, RHS saw some softness. Management noted that the softer operations were primarily driven by added depreciation related to bringing its Epic platform online. RHS received about \$8.6 million in provider tax in fiscal 2017, and management anticipates receiving a similar amount next year. We understand RHS will end the year in line with budget, reflecting an operating margin of roughly 3.7% (as calculated by RHS), which we view as reasonable. RHS' fiscal 2018 budget is in line with recent performance and will likely advance the sustained trend of healthy operations.

Liquidity and financial flexibility

With the continued good operations providing robust cash flow, RHS' balance sheet is expected to remain strong in the near term. Liquidity has modestly improved, growing to above 400 days, which we consider excellent for the rating.

Management noted that the increase is primary a result of the investment markets.

Debt and liability

RHS has direct-placement bonds purchased by JPMorgan Chase Bank N.A., which we have previously reviewed, noting that the covenants call for days' cash to be no less than 70 and maximum annual debt service coverage of no less than 1.1x. If the aforementioned covenants are breached, RHS has a 30-day period in which to cure the covenant violation prior to JPMorgan Chase having the right to accelerate the debt. There are no recent or anticipated covenant violations, and unrestricted reserves that are 10x greater than the contingent liability as of this analysis further mitigate the risk associated with this debt.

RHS is planning to open the newly renovated East Tower of its facility in January 2018, which was completed on time and under budget, according to management. Management expects the tower to provide needed flexibility to absorb additional capacity. The expansion includes a 42-bed unit with all private beds. In addition to routine capital spending, near-term capital plans include implementing the final phases of the Epic install and completing a boiler plant replacement. Virtually the entire fiscal year 2018 capital budget has been approved by the board with spending levels above depreciation in the near term. We expect leverage to remain elevated in the near term, although management has no plans to issue new debt in the outlook period, planning to finance upcoming capital improvements with a mix of cash flow and reserves.

Riverside Health System & Obligated Affiliates, Illinois Financial Statistics

	—Nine months ended Sept. 30—	—Fiscal year ended Dec. 31—			Medians for 'A+' rated stand-alone hospital
	2017	2016	2015	2014	2016
Enterprise profile					
PSA population	N.A.	138,342	139,551	113,449	MNR
PSA market share %	N.A.	67.7	66.8	65.9	MNR
Inpatient admissions	6,730	9,224	8,198	8,115	MNR
Equivalent inpatient admissions	23,912	29,328	27,330	26,071	MNR
Emergency visits	34,873	44,183	43,852	41,048	MNR
Inpatient surgeries	1,681	2,661	2,610	2,484	MNR
Outpatient surgeries	4,526	6,668	8,956	8,263	MNR
Medicare case mix index	1.6300	1.6100	1.7200	1.6400	MNR
FTE employees	2,355	2,293	2,166	1,940	MNR
Active physicians	361	373	336	319	MNR
Based on net/gross revenues	Net	Net	Net	Net	MNR
Medicare %	47.6	47.6	47.3	47.8	MNR
Medicaid %	20.8	21.0	20.3	18.4	MNR
Commercial/Blues %	26.4	26.2	26.7	27.0	MNR
Financial profile					
Financial performance					
Net patient revenue (\$000s)	255,927	323,878	312,438	279,002	553,687
Total operating revenue (\$000s)	269,315	340,294	327,036	293,306	MNR
Total operating expenses (\$000s)	259,037	326,724	311,667	283,034	MNR

Riverside Health System & Obligated Affiliates, Illinois Financial Statistics (cont.)

	—Nine months ended Sept. 30—	--Fiscal year ended Dec. 31--			Medians for 'A+' rated stand-alone hospital
	2017	2016	2015	2014	2016
Operating income (\$000s)	10,278	13,570	15,369	10,272	MNR
Operating margin (%)	3.82	3.99	4.70	3.50	3.50
Net nonoperating income (\$000s)	14,397	11,301	15,883	14,618	MNR
Excess income (\$000s)	24,675	24,871	31,252	24,890	MNR
Excess margin (%)	8.70	7.07	9.11	8.08	6.00
Operating EBIDA margin (%)	13.45	12.78	13.05	13.44	11.00
EBIDA margin (%)	17.84	15.58	17.08	17.55	12.70
Net available for debt service (\$000s)	50,620	54,779	58,576	54,031	74,447
Maximum annual debt service (\$000s)	12,470	12,470	12,470	12,470	MNR
Maximum annual debt service coverage (x)	5.41	4.39	4.70	4.33	4.80
Operating lease-adjusted coverage (x)	5.41	4.39	4.70	4.33	4.00
Liquidity and financial flexibility					
Unrestricted reserves (\$000s)	359,506	321,346	305,642	307,635	423,330
Unrestricted days' cash on hand	413.4	386.3	383.2	428.5	314.40
Unrestricted reserves/total long-term debt (%)	211.6	186.9	188.1	180.9	235.60
Unrestricted reserves/contingent liabilities (%)	1,012.0	819.2	687.8	629.4	671.00
Average age of plant (years)	9.4	10.5	18.1	16.8	10.50
Capital expenditures/depreciation and amortization (%)	95.8	102.1	191.6	179.9	135.00
Debt and liabilities					
Total long-term debt (\$000s)	169,906	171,938	162,531	170,012	MNR
Long-term debt/capitalization (%)	27.0	28.8	29.3	30.9	24.00
Contingent liabilities (\$000s)	35,525	39,225	44,440	48,875	MNR
Contingent liabilities/total long-term debt (%)	20.9	22.8	27.3	28.7	34.70
Debt burden (%)	3.30	3.55	3.64	4.05	2.70
Defined benefit plan funded status (%)	N/A	N/A	N/A	N/A	74.80

N/A—Not applicable. N.A.—Not available. MNR—Median not reported. Inpatient admissions exclude normal newborn, psychiatric, rehabilitation, and long-term care facility admissions.

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Section VIII, Availability of Funds

Attachment 34

Availability of Funds

Riverside Ambulatory Surgery Center, L.L.C.'s ("RASC") financial statements for the years June 30, 2015, 2016, and 2017 are attached.

RIVERSIDE AMBULATORY SURGERY CENTER, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2016 AND 2015

ATTACHMENT-34

RIVERSIDE AMBULATORY SURGERY CENTER, LLC

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Certified Public Accountants

SCANLAN & LEO, LTD.

1110 Jorie Boulevard, Oak Brook, Illinois 60523
Telephone (630) 990-1110 Fax (630) 990-1128

John M. Scanlan, CPA
Joseph A. Leo, CPA
Michael G. Wolf, CPA

March 3, 2017

Independent Auditor's Report

To the Board of Directors
Riverside Ambulatory Surgery Center, LLC
Bourbonnais, Illinois

We have audited the accompanying financial statements of Riverside Ambulatory Surgery Center, LLC which comprise the balance sheet as of December 31, 2016 and 2015, and the related statements of income and earnings reinvested in the business, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Riverside Ambulatory Surgery Center, LLC as of December 31, 2016 and 2015, and the results of its operations, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Scala & Leo, LTD.

RIVERSIDE AMBULATORY SURGERY CENTER, LLC

BALANCE SHEET

DECEMBER 31,

ASSETS

	<u>2016</u>	<u>2015</u>
CURRENT ASSETS		
Cash	\$ 726,759	\$ 782,317
Patient accounts receivable net of allowance for contractual discounts and doubtful accounts of \$1,051,546 and \$855,279	458,198	289,323
Rebates receivable	14,935	16,261
Supplies	169,151	182,168
Prepaid expenses	14,852	17,990
Total current assets	<u>1,383,895</u>	<u>1,288,059</u>
PROPERTY AND EQUIPMENT, at cost		
Furniture and fixtures	68,801	68,801
Equipment	968,734	933,653
Instruments	186,977	182,727
Software	11,750	11,750
	<u>1,236,262</u>	<u>1,196,931</u>
Less accumulated depreciation	<u>(1,072,839)</u>	<u>(1,007,039)</u>
	<u>163,423</u>	<u>189,892</u>
OTHER ASSETS		
Equipment deposits	4,250	-
Prepaid service contract	16,263	24,749
Total other assets	<u>20,513</u>	<u>24,749</u>
	<u>\$ 1,567,831</u>	<u>\$ 1,502,700</u>

See accompanying notes to financial statements

LIABILITIES AND MEMBERS' EQUITY

	<u>2016</u>	<u>2015</u>
CURRENT LIABILITIES		
Accounts payable	\$ 21,286	\$ 16,882
Accrued expenses	271,377	397,857
Accrued wages	21,333	19,300
Due to member	45,000	-
Current portion of obligation under capital leases	26,774	26,235
Current portion of promissory notes payable	<u>18,987</u>	<u>18,987</u>
Total current liabilities	<u>404,757</u>	<u>479,261</u>
LONG-TERM LIABILITIES		
Obligation under capital leases	44,713	77,668
Promissory notes	<u>28,250</u>	<u>47,237</u>
Total long term liabilities	<u>72,963</u>	<u>124,905</u>
MEMBERS' EQUITY		
Class A membership interests (33 and 29 units outstanding)	515,900	426,000
Class B membership interests (67 and 71 units outstanding)	680,000	725,000
Earnings (deficit) reinvested in the business	<u>(105,789)</u>	<u>(252,466)</u>
Total members' equity	<u>1,090,111</u>	<u>898,534</u>
	<u><u>\$ 1,567,831</u></u>	<u><u>\$ 1,502,700</u></u>

ATTACHMENT-34

RIVERSIDE AMBULATORY SURGERY CENTER, LLC

STATEMENT OF INCOME

AND EARNINGS REINVESTED IN THE BUSINESS

FOR THE YEARS ENDED DECEMBER 31.

	<u>2016</u>	<u>2015</u>
REVENUES		
Patient revenue, net	<u>\$ 3,008,050</u>	<u>\$ 3,016,720</u>
	<u>3,008,050</u>	<u>3,016,720</u>
EXPENSES		
Operating expenses	<u>2,454,972</u>	<u>2,335,640</u>
	<u>2,454,972</u>	<u>2,335,640</u>
OTHER INCOME (EXPENSE)		
Interest income	3,587	3,409
Interest expense	<u>(3,812)</u>	<u>(4,232)</u>
	<u>(225)</u>	<u>(823)</u>
NET INCOME BEFORE INCOME TAXES	552,853	680,257
Income tax	<u>2,664</u>	<u>3,461</u>
NET INCOME	<u>550,189</u>	<u>676,796</u>
Earnings (deficit) reinvested in the business at beginning of year	(252,466)	(193,248)
Less distributions	(403,512)	(689,697)
Less member redemption	<u>-</u>	<u>(46,317)</u>
EARNINGS (DEFICIT) REINVESTED IN THE BUSINESS AT END OF YEAR	<u>\$ (105,789)</u>	<u>\$ (252,466)</u>

See accompanying notes to financial statements

RIVERSIDE AMBULATORY SURGERY CENTER, LLC

STATEMENT OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31,

	<u>2016</u>	<u>2015</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 550,189	\$ 676,796
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	65,800	59,700
Net (increase) decrease in:		
Patient accounts receivable	(168,875)	(31,890)
Rebates receivable	1,326	(2,451)
Supplies	13,017	(12,579)
Prepaid expenses and deposits	7,374	(30,989)
Net increase (decrease) in:		
Accounts payable and accrued expenses	(120,043)	31,174
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>348,788</u>	<u>689,761</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(39,331)	(144,766)
NET CASH (USED IN) INVESTING ACTIVITIES	<u>(39,331)</u>	<u>(144,766)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions to members	(403,512)	(689,697)
Increase in class A membership interests	89,900	-
Increase in due to member	45,000	-
Increase (decrease) in class B membership interests	(45,000)	20,000
Member redemption	-	(46,317)
Increase (decrease) in promissory notes payable	(18,987)	27,331
Proceeds to fund capital lease.	-	133,802
Repayment of obligation under capital leases	(32,416)	(35,267)
NET CASH (USED IN) FINANCING ACTIVITIES	<u>(365,015)</u>	<u>(590,148)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(55,558)	(45,153)
Cash and cash equivalents at beginning of year	<u>782,317</u>	<u>827,470</u>
Cash and cash equivalents at end of year	<u>\$ 726,759</u>	<u>\$ 782,317</u>
SUPPLEMENTARY CASH FLOW INFORMATION		
Interest paid	<u>\$ 3,812</u>	<u>\$ 4,232</u>
Income taxes paid	<u>\$ 2,664</u>	<u>\$ 3,461</u>

See accompanying notes to financial statements

RIVERSIDE AMBULATORY SURGERY CENTER, LLC

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2016 AND 2015

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Riverside Ambulatory Surgery Center, LLC ("The Company"), a Delaware limited liability company, was formed in May 2003 to establish and operate a multi-specialty ambulatory surgical center in Bourbonnais, Illinois. The Company's members' equity is comprised of 100 total units which were offered via a private placement in March 2005, consisting of Class A and Class B units initially offered for sale at \$10,000 per unit, each representing a 1% ownership interest in the Company. The units lack liquidity as compared with other securities investments because there is not expected to be any public market for the units.

The Company's Class A units (33 at December 31, 2016) are owned by various physicians, who must own a minimum of one Class A unit and can own a maximum of five Class A units. Riverside Medical Center (RMC), an Illinois not-for-profit corporation, owns all of the Company's Class B units (67 at December 31, 2016). RMC operates a short-term general acute care hospital, an off-site substance abuse treatment center, and various community primary and specialty care clinics.

Pursuant to the terms of the private placement memorandum, distributions to members shall be determined by the majority vote of the Board of Directors. Members' interests in the Company are as follows as of December 31, 2016: RMC - 67%; physician members - 33%.

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered. The Company has agreements with third-party payors that provide for payments to the Company at amounts different from its established rates. Contractual adjustments under reimbursement agreements with third-party payors represent the difference between the Company's established rates and contractually determined rates, which are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as required. Year end receivables are shown net of contractual allowances of \$1,051,546 and \$855,279 at December 31, 2016 and 2015, respectively. Additionally, included in accrued expenses is a reimbursement due to a third party payor for payments received in excess of contractually determined amounts. This balance was \$250,186 and \$372,217 at December 31, 2016 and 2015, respectively.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

The Company grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors at December 31, 2016 and 2015 is as follows:

	<u>2016</u>	<u>2015</u>
Other third-party payors	44.3%	34.9%
Blue Cross	20.7	23.2
Patients	2.8	6.2
Medicare	31.3	35.0
Medicaid	<u>0.9</u>	<u>0.7</u>
	<u>100.0%</u>	<u>100.0%</u>

The Company writes off receivables as a charge to expense when, in their estimation, it is probable that the receivable is uncollectible.

Supplies are stated at the lower of cost (first-in, first-out) or market.

The Company maintains its cash in a bank account which, at times, may exceed federally insured limits. The Company has not experienced any losses in this account and believes it is not exposed to any significant credit risk on cash.

Furniture, fixtures, and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Furniture and fixtures under capital leases are recorded at the net present value of minimum lease payments and are amortized over the useful life of the equipment. Depreciation and amortization have been recorded as follows:

	<u>2016</u>	<u>2015</u>
Furniture and fixtures	\$ 2,000	\$ 1,500
Equipment	49,938	45,188
Instruments	9,945	9,095
Software	<u>3,917</u>	<u>3,917</u>
	<u>\$ 65,800</u>	<u>\$ 59,700</u>

The tax effect from an uncertain tax position is recognized in the financial statements only if the position is more likely than not to be sustained on audit, based upon the technical merits of the position. For tax positions meeting the more likely than not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority. The Company applied the accounting standard to all tax positions for which the statute of limitations remained open and there was no material effect on the financial statements.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

The Company files income tax returns in the U.S. Federal and State of Illinois jurisdictions. The Company is generally no longer subject to examinations by tax authorities for years before 2013.

Subsequent events have been evaluated through March 3, 2017, which is the date the financial statements were available to be issued.

LIMITED LIABILITY COMPANY AND INCOME TAXES

The Company is a limited liability company, subject to taxation as a partnership. The Members of a limited liability company are taxed on their allocated share of the Company's net income. Accordingly, no provision or liability for federal income taxes is provided. The state that the Company operates in requires payment of tax. The state tax expense at December 31, 2016 and 2015 was \$2,664 and \$3,461, respectively.

DUE TO MEMBER

On January 1, 2016, the member representing the Class B membership interests entered into an agreement with the Company to sell back to the Company four units in exchange for \$45,000. The payment is to be made during 2017 with zero interest payable on the liability.

LONG-TERM DEBT

The Company's long-term debt is comprised of the following, at December 31,:

	<u>2016</u>	<u>2015</u>
Amount payable to a former member pursuant to the unit redemption agreement. The debt is due in four annual installments, plus interest at the prime rate as indicated in The Wall Street Journal. The final installment is due in March 2018.	\$ 19,447	\$ 29,170
Amount payable to a former member pursuant to the unit redemption agreement. The debt is due in four annual installments, plus interest at the prime rate as indicated in The Wall Street Journal. The final installment is due in July 2019.	<u>27,790</u>	<u>37,054</u>
	47,237	66,224
Less current portion	<u>(18,987)</u>	<u>(18,987)</u>
	<u>\$ 28,250</u>	<u>\$ 47,237</u>

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Following are maturities of long-term debt:

Year Ending December 31,

2017	\$ 18,987
2018	18,987
2019	<u>9,263</u>
	<u>\$ 47,237</u>

CAPITAL LEASES

The Company leases certain furniture, fixtures and equipment under capital leases. Included with furniture, fixtures, and equipment is \$43,328 of assets held under this capital lease and \$43,328 of related accumulated amortization for both years ended December 31, 2016 and 2015. This capital lease was paid in full during 2015.

The Company leases certain equipment under a second capital lease entered into during 2015. Included with the furniture, fixtures, and equipment is \$62,500 of assets held under this capital lease and \$26,042 and \$13,542 of related accumulated amortization at December 31, 2016 and 2015. This capital lease is secured by the underlying equipment.

The Company leases certain equipment under a third capital lease entered into during 2015. Included with furniture, fixtures, and equipment is \$28,876 of assets held under this capital lease and \$11,550 and \$5,775 of related accumulated amortization at December 31, 2016 and 2015. This capital lease is secured by the underlying equipment.

The Company entered into a service agreement related to the aforementioned 2015 capital leases. Included with the prepaid expenses is \$42,426 of assets held under this service agreement and \$17,677 and \$9,192 of related accumulated amortization at December 31, 2016 and 2015.

A summary of future minimum lease payments and the present value of future minimum lease payments related to capital leases as of December 31, 2016 are as follows:

<u>Year</u>	
2017	\$ 28,187
2018	28,187
2019	<u>17,667</u>
Total future minimum lease payments	74,041
Less amount representing interest at 3%, 3% and none	<u>2,554</u>
Present value of future minimum lease payments	71,487

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Less current portion of obligation under capital leases	<u>26,774</u>
Obligation under capital leases, excluding current portion	<u>\$ 44,713</u>

LEASE COMMITMENTS

The Company has entered into a ten year lease for the space for its facilities. Upon the expiration of the lease, the Company shall have the option to exercise three separate five-year renewals of the lease under the same conditions and terms. After the three five-year renewal terms have been exercised, the lease will convert to a year-to-year lease under the same conditions and terms until termination by either party. Subsequent annual lease payments are subject to change based on the change in the Consumer Price Index. This lease expense is included in rent expense in the accompanying statement of operations. The Company exercised the first five-year renewal option as of December 31, 2015.

In September 2016 the Company entered into a five year operating lease for office equipment expiring in 2021.

In April 2016 the Company entered into a three year operating lease usage agreement for medical equipment expiring in 2019.

Total rental expense in 2016 and 2015 for building and office equipment operating leases was \$224,484 and \$224,284, respectively.

Total expense in 2016 for the operating lease usage agreement for medical equipment was \$140,000 and is included in medical supplies expense.

The following is the fixed minimum rental commitment under operating leases as of December 31, 2016, that have initial or remaining lease terms in excess of one year:

<u>Year Ending December 31,</u>	<u>Amount</u>
2017	\$ 432,812
2018	432,812
2019	292,812
2020	222,812
2021	<u>3,315</u>
	<u>\$1,384,563</u>

NOTES TO FINANCIAL STATEMENTS - CONTINUED

RELATED PARTY TRANSACTIONS

The lease of the space for facilities previously described is due to Riverside Medical Center (RMC). Expense recorded under this lease amounted to \$217,842 and \$217,842 in 2016 and 2015, respectively. An additional charge for pro rated share of real estate taxes was recognized for \$15,091 and \$14,453 in 2016 and 2015, respectively.

Amounts due to an owner of the Company of \$2,083 for medical director fees have been recorded as a payable at December 31, 2016 and 2015.

The first capital lease previously described was due to RMC. The capital lease was paid in full during 2015.

The Company has recorded a note payable to a former owner related to the redemption of his ownership units. The balance due on the note payable totaled \$19,447 and \$29,170 at December 31, 2016 and 2015, respectively.

The Company has recorded a note payable to a former owner related to the redemption of his ownership units. The balance due on the note payable totaled \$27,790 and \$37,054 at December 31, 2016 and 2015, respectively.

RETIREMENT PLAN

The Company participates in a defined contribution retirement plan (Plan). Under the Plan, the Company contributes a specified percentage of eligible employee compensation into each participant's individual plan account. In addition, the Company matches 50% of the first 6% of gross wages contributed by each employee. The Company recognized \$11,812 and \$9,455 of pension cost under the Plan in 2016 and 2015, respectively. The Company funds the Plan on a current basis.

SUPPLEMENTARY INFORMATION

ATTACHMENT-34

March 3, 2017

Independent Auditor's Report on Supplementary Information

To the Board of Directors
Riverside Ambulatory Surgery Center, LLC
Bourbonnais, Illinois

We have audited the financial statements of Riverside Ambulatory Surgery Center, LLC as of and for the years ended December 31, 2016 and 2015, and have issued our report thereon dated March 3, 2017, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The schedule of operating expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion the information is fairly stated in all material respects in relation to the financial statements as a whole.

Scala & Co. LTD.

RIVERSIDE AMBULATORY SURGERY CENTER, LLC

OPERATING EXPENSES

FOR THE YEARS ENDED DECEMBER 31,

	<u>2016</u>	<u>2015</u>
Bank charges	\$ 23,804	\$ 20,691
Billing	1,877	4,037
Depreciation and amortization	65,800	59,700
Director fees	25,000	25,000
Dues & subscriptions	2,852	1,846
Education	3,529	1,384
Employee benefit programs	47,051	53,085
Equipment lease	6,642	6,442
Implants - non-reimbursable	169,009	169,610
Insurance		
Professional liability	58,679	64,797
Workman's compensation	8,473	9,335
Directors and officers and other	16,325	17,507
Janitorial	12,505	13,025
Laundry	10,278	6,520
Legal and accounting	40,000	40,000
Licenses	2,888	3,182
Maintenance contracts	31,415	33,630
Medical equipment maintenance and repairs	12,350	3,024
Medical supplies	805,558	813,375
Miscellaneous	650	1,333
Office and computer supplies	18,967	23,680
Patient relations	4,712	5,421
Payroll administration fee	19,095	19,885
Payroll tax	49,959	50,969
Pharmaceuticals	68,594	33,192
Postage	4,186	4,482
Purchased services	118,386	43,754
Real estate taxes	15,091	14,453
Rent	217,842	217,842
Salaries and incentives	589,221	572,954
Travel	2,668	-
Utilities	1,566	1,485
	<u>\$ 2,454,972</u>	<u>\$ 2,335,640</u>

See independent auditor's report on supplementary information

RIVERSIDE AMBULATORY SURGERY CENTER, LLC

FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

ATTACHMENT-34

RIVERSIDE AMBULATORY SURGERY CENTER, LLC

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Certified Public Accountants

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John M. Scanlan, CPA
Joseph A. Leo, CPA
Michael G. Wolf, CPA

March 2, 2018

Independent Auditor's Report

To the Board of Directors
Riverside Ambulatory Surgery Center, LLC
Bourbonnais, Illinois

We have audited the accompanying financial statements of Riverside Ambulatory Surgery Center, LLC which comprise the balance sheet as of December 31, 2017 and 2016, and the related statements of income and earnings reinvested in the business, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Riverside Ambulatory Surgery Center, LLC as of December 31, 2017 and 2016, and the results of its operations, and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Scala & Leo, LTD.

RIVERSIDE AMBULATORY SURGERY CENTER, LLC

BALANCE SHEET

DECEMBER 31,

ASSETS

	<u>2017</u>	<u>2016</u>
CURRENT ASSETS		
Cash	\$ 1,022,320	\$ 726,759
Patient accounts receivable net of allowance for contractual discounts and doubtful accounts of \$819,989 and \$1,051,546	426,237	458,198
Rebates receivable	30,187	14,935
Supplies	163,587	169,151
Prepaid expenses	18,310	14,852
Total current assets	<u>1,660,641</u>	<u>1,383,895</u>
PROPERTY AND EQUIPMENT, at cost		
Furniture and fixtures	71,785	68,801
Equipment	1,021,599	968,734
Instruments	188,290	186,977
Software	11,750	11,750
Less accumulated depreciation	<u>1,293,424</u> <u>(1,094,119)</u>	<u>1,236,262</u> <u>(1,072,839)</u>
	<u>199,305</u>	<u>163,423</u>
OTHER ASSETS		
Equipment deposits	-	4,250
Prepaid service contract	7,778	16,263
Total other assets	<u>7,778</u>	<u>20,513</u>
	<u>\$ 1,867,724</u>	<u>\$ 1,567,831</u>

See accompanying notes to financial statements

LIABILITIES AND MEMBERS' EQUITY

	<u>2017</u>	<u>2016</u>
CURRENT LIABILITIES		
Accounts payable	\$ 39,848	\$ 21,286
Accrued expenses	411,709	271,377
Accrued wages	23,415	21,333
Due to member	-	45,000
Current portion of obligation under capital leases	27,331	26,774
Current portion of promissory notes payable	39,076	18,987
Total current liabilities	<u>541,379</u>	<u>404,757</u>
LONG-TERM LIABILITIES		
Obligation under capital leases	8,186	44,713
Promissory notes	69,532	28,250
Total long term liabilities	<u>77,718</u>	<u>72,963</u>
MEMBERS' EQUITY		
Class A membership interests (28 and 33 units outstanding)	515,900	515,900
Class B membership interests (72 and 67 units outstanding)	730,000	680,000
Earnings (deficit) reinvested in the business	2,727	(105,789)
Total members' equity	<u>1,248,627</u>	<u>1,090,111</u>
	<u>\$ 1,867,724</u>	<u>\$ 1,567,831</u>

RIVERSIDE AMBULATORY SURGERY CENTER, LLC

STATEMENT OF INCOME

AND EARNINGS REINVESTED IN THE BUSINESS

FOR THE YEARS ENDED DECEMBER 31,

	<u>2017</u>	<u>2016</u>
REVENUES		
Patient revenue, net	<u>\$ 3,500,598</u>	<u>\$ 3,008,050</u>
	<u>3,500,598</u>	<u>3,008,050</u>
EXPENSES		
Operating expenses	<u>2,580,408</u>	<u>2,454,972</u>
	<u>2,580,408</u>	<u>2,454,972</u>
OTHER INCOME (EXPENSE)		
Interest income	6,070	3,587
Gain on sale of fixed assets	28,931	-
Interest expense	<u>(3,338)</u>	<u>(3,812)</u>
	<u>31,663</u>	<u>(225)</u>
NET INCOME BEFORE INCOME TAXES	951,853	552,853
Income tax	<u>1,424</u>	<u>2,664</u>
NET INCOME	<u>950,429</u>	<u>550,189</u>
 Earnings (deficit) reinvested in the business at beginning of year	(105,789)	(252,466)
Less distributions	(741,662)	(403,512)
Less member redemption	<u>(100,251)</u>	<u>-</u>
 EARNINGS (DEFICIT) REINVESTED IN THE BUSINESS AT END OF YEAR	<u>\$ 2,727</u>	<u>\$ (105,789)</u>

See accompanying notes to financial statements

RIVERSIDE AMBULATORY SURGERY CENTER, LLC

STATEMENT OF CASH FLOWS

FOR THE YEARS ENDED DECEMBER 31,

	<u>2017</u>	<u>2016</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Net income	\$ 950,429	\$ 550,189
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	64,957	65,800
Gain on sale of fixed assets	(28,931)	-
Net (increase) decrease in:		
Patient accounts receivable	31,961	(168,875)
Rebates receivable	(15,252)	1,326
Supplies	5,564	13,017
Prepaid expenses and deposits	9,277	7,374
Net increase (decrease) in:		
Accounts payable and accrued expenses	160,976	(120,043)
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>1,178,981</u>	<u>348,788</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds from sale of equipment	28,931	-
Purchase of property and equipment	(100,840)	(39,331)
NET CASH (USED IN) INVESTING ACTIVITIES	<u>(71,909)</u>	<u>(39,331)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Distributions to members	(741,662)	(403,512)
Increase in class A membership interests	-	89,900
Increase (decrease) in due to member	(45,000)	45,000
Increase (decrease) in class B membership interests	50,000	(45,000)
Member redemption	(100,251)	-
Increase (decrease) in promissory notes payable	61,371	(18,987)
Repayment of obligation under capital leases	(35,969)	(32,416)
NET CASH (USED IN) FINANCING ACTIVITIES	<u>(811,511)</u>	<u>(365,015)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	<u>295,561</u>	<u>(55,558)</u>
Cash and cash equivalents at beginning of year	<u>726,759</u>	<u>782,317</u>
Cash and cash equivalents at end of year	<u>\$ 1,022,320</u>	<u>\$ 726,759</u>
SUPPLEMENTARY CASH FLOW INFORMATION		
Interest paid	<u>\$ 3,338</u>	<u>\$ 3,812</u>
Income taxes paid	<u>\$ 1,424</u>	<u>\$ 2,664</u>

See accompanying notes to financial statements

RIVERSIDE AMBULATORY SURGERY CENTER, LLC

NOTES TO FINANCIAL STATEMENTS

DECEMBER 31, 2017 AND 2016

DESCRIPTION OF BUSINESS

Riverside Ambulatory Surgery Center, LLC ("The Company"), a Delaware limited liability company, was formed in May 2003 to establish and operate a multi-specialty ambulatory surgical center in Bourbonnais, Illinois. The Company's members' equity is comprised of 100 total units which were offered via a private placement in March 2005, consisting of Class A and Class B units initially offered for sale at \$10,000 per unit, each representing a 1% ownership interest in the Company. The units lack liquidity as compared with other securities investments because there is not expected to be any public market for the units.

The Company's Class A units (28 at December 31, 2017) are owned by various physicians, who must own a minimum of one Class A unit and can own a maximum of five Class A units. Riverside Medical Center (RMC), an Illinois not-for-profit corporation, owns all of the Company's Class B units (72 at December 31, 2017). RMC operates a short-term general acute care hospital, an off-site substance abuse treatment center, and various community primary and specialty care clinics.

Pursuant to the terms of the private placement memorandum, distributions to members shall be determined by the majority vote of the Board of Directors. Members' interests in the Company are as follows as of December 31, 2017: RMC - 72%; physician members - 28%.

SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Revenue Recognition

Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors, and others for services rendered. The Company has agreements with third-party payors that provide for payments to the Company at amounts different from its established rates. Contractual adjustments under reimbursement agreements with third-party payors represent the difference between the Company's established rates and contractually determined rates, which are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as required. Year end receivables are shown net of contractual allowances of \$819,989 and \$1,051,546 at December 31, 2017 and 2016, respectively. Additionally, included in accrued expenses is a reimbursement due to a third party payor for payments received in excess of contractually determined amounts. This balance was \$311,419 and \$250,186 at December 31, 2017 and 2016, respectively.

Accounts Receivable

The Company grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors at December 31, 2017 and 2016 is as follows:

	<u>2017</u>	<u>2016</u>
Other third-party payors	43.2%	44.3%
Blue Cross	24.8	20.7
Patients	6.4	2.8
Medicare	25.1	31.3
Medicaid	<u>0.5</u>	<u>0.9</u>
	<u>100.0%</u>	<u>100.0%</u>

The Company writes off receivables as a charge to expense when, in their estimation, it is probable that the receivable is uncollectible.

Supplies

Supplies are stated at the lower of cost (first-in, first-out) or market.

Cash Concentrations

The Company maintains its cash in a bank account which, at times, may exceed federally insured limits. The Company has not experienced any losses in this account and believes it is not exposed to any significant credit risk on cash.

Fixed Assets

Furniture, fixtures, and equipment acquisitions are recorded at cost.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

Depreciation

Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Furniture and fixtures under capital leases are recorded at the net present value of minimum lease payments and are amortized over the useful life of the equipment. Depreciation and amortization have been recorded as follows:

	<u>2017</u>	<u>2016</u>
Furniture and fixtures	\$ 2,036	\$ 2,000
Equipment	57,455	49,938
Instruments	4,487	9,945
Software	<u>979</u>	<u>3,917</u>
	<u>\$ 64,957</u>	<u>\$ 65,800</u>

Income Taxes

The Company is a limited liability company, subject to taxation as a partnership. The Members of a limited liability company are taxed on their allocated share of the Company's net income. Accordingly, no provision or liability for federal income taxes is provided. The state that the Company operates in requires payment of tax. The state tax expense at December 31, 2017 and 2016 was \$1,424 and \$2,664, respectively.

The tax effect from an uncertain tax position is recognized in the financial statements only if the position is more likely than not to be sustained on audit, based upon the technical merits of the position. For tax positions meeting the more likely than not threshold, the amount recognized in the financial statements is the largest benefit that has a greater than 50 percent likelihood of being realized upon ultimate settlement with the relevant tax authority. The Company applied the accounting standard to all tax positions for which the statute of limitations remained open and there was no material effect on the financial statements.

The Company files income tax returns in the U.S. Federal and State of Illinois jurisdictions. The Company is generally no longer subject to examinations by tax authorities for years before 2014.

Subsequent Events

Subsequent events have been evaluated through March 2, 2018, which is the date the financial statements were available to be issued.

DUE TO MEMBER

On January 1, 2016, the member representing the Class B membership interests entered into an agreement with the Company to sell back to the Company four units in exchange for \$45,000. The payment was made during 2017 with zero interest payable on the liability.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

LONG-TERM DEBT

The Company's long-term debt is comprised of the following, at December 31,:

	<u>2017</u>	<u>2016</u>
Amount payable to a former member pursuant to the unit redemption agreement. The debt is due in four annual installments, plus interest at the prime rate as indicated in The Wall Street Journal. The final installment is due in March 2018.	\$ 9,723	\$ 19,447
Amount payable to a former member pursuant to the unit redemption agreement. The debt is due in four annual installments, plus interest at the prime rate as indicated in The Wall Street Journal. The final installment is due in July 2019.	18,527	27,790
Amount payable to a former member pursuant to the unit redemption agreement. The debt is due in four annual installments, plus interest at the prime rate as indicated in The Wall Street Journal. The final installment is due in August 2021.	<u>80,358</u>	<u>-</u>
	108,608	47,237
Less current portion	<u>(39,076)</u>	<u>(18,987)</u>
	<u>\$ 69,532</u>	<u>\$ 28,250</u>

Following are maturities of long-term debt:

<u>Year Ending</u> <u>December 31,</u>	
2018	\$ 39,076
2019	29,354
2020	20,089
2021	<u>20,089</u>
	<u>\$108,608</u>

CAPITAL LEASES

The Company leases certain equipment under a capital lease entered into during 2015. Included with the furniture, fixtures, and equipment is \$62,500 of assets held under this capital lease and \$38,542 and \$26,042 of related accumulated amortization at December 31, 2017 and 2016. This capital lease is secured by the underlying equipment.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

The Company leases certain equipment under a second capital lease entered into during 2015. Included with furniture, fixtures, and equipment is \$28,876 of assets held under this capital lease and \$17,326 and \$11,550 of related accumulated amortization at December 31, 2017 and 2016. This capital lease is secured by the underlying equipment.

The Company entered into a service agreement related to the aforementioned 2015 capital leases. Included with the prepaid expenses is \$42,426 of assets held under this service agreement and \$26,162 and \$17,677 of related accumulated amortization at December 31, 2017 and 2016.

A summary of future minimum lease payments and the present value of future minimum lease payments related to capital leases as of December 31, 2017 are as follows:

<u>Year</u>	
2018	\$ 28,187
2019	<u>8,470</u>
Total future minimum lease payments	36,657
Less amount representing interest at 3%, 3% and none	<u>1,140</u>
Present value of future minimum lease payments	35,517
Less current portion of obligation under capital leases	<u>27,331</u>
Obligation under capital leases, excluding current portion	<u>\$ 8,186</u>

LEASE COMMITMENTS

The Company has entered into a ten year lease for the space for its facilities. Upon the expiration of the lease, the Company shall have the option to exercise three separate five-year renewals of the lease under the same conditions and terms. After the three five-year renewal terms have been exercised, the lease will convert to a year-to-year lease under the same conditions and terms until termination by either party. Subsequent annual lease payments are subject to change based on the change in the Consumer Price Index. This lease expense is included in rent expense in the accompanying statement of operations. The Company exercised the first five-year renewal option as of December 31, 2015.

In September 2016 the Company entered into a five year operating lease for office equipment expiring in 2021.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

In April 2016 the Company entered into a three year operating lease usage agreement for medical equipment expiring in 2019.

Total rental expense in 2017 and 2016 for building and office equipment operating leases was \$230,784 and \$224,284, respectively.

Total expense in 2017 and 2016 for the operating lease usage agreement for medical equipment was \$210,000 and \$140,000, respectively and is included in medical supplies expense.

The following is the fixed minimum rental commitment under operating leases as of December 31, 2017, that have initial or remaining lease terms in excess of one year:

<u>Year Ending December 31,</u>	<u>Amount</u>
2018	436,951
2019	296,951
2020	226,951
2021	3,315
	<u>\$ 964,168</u>

RELATED PARTY TRANSACTIONS

The lease of the space for facilities previously described is due to Riverside Medical Center (RMC). Expense recorded under this lease amounted to \$221,981 and \$217,842 in 2017 and 2016, respectively. An additional charge for pro rated share of real estate taxes was recognized for \$15,217 and \$15,091 in 2017 and 2016, respectively.

Amounts due to an owner of the Company of \$2,083 for medical director fees have been recorded as a payable at December 31, 2017 and 2016.

The Company has recorded a note payable to a former owner related to the redemption of his ownership units. The balance due on the note payable totaled \$9,723 and \$19,447 at December 31, 2017 and 2016, respectively.

The Company has recorded a note payable to a former owner related to the redemption of his ownership units. The balance due on the note payable totaled \$18,527 and \$27,790 at December 31, 2017 and 2016, respectively.

The Company has recorded a note payable to a former owner related to the redemption of his ownership units. The balance due on the note payable totaled \$80,358 at December 31, 2017.

NOTES TO FINANCIAL STATEMENTS - CONTINUED

RETIREMENT PLAN

The Company participates in a defined contribution retirement plan (Plan). Under the Plan, the Company contributes a specified percentage of eligible employee compensation into each participant's individual plan account. In addition, the Company matches 50% of the first 6% of gross wages contributed by each employee. The Company recognized \$13,246 and \$11,812 of pension cost under the Plan in 2017 and 2016, respectively. The Company funds the Plan on a current basis.

SUPPLEMENTARY INFORMATION

ATTACHMENT-34

March 2, 2018

Independent Auditor's Report on Supplementary Information

To the Board of Directors
Riverside Ambulatory Surgery Center, LLC
Bourbonnais, Illinois

We have audited the financial statements of Riverside Ambulatory Surgery Center, LLC as of and for the years ended December 31, 2017 and 2016, and have issued our report thereon dated March 2, 2018, which contained an unmodified opinion on those financial statements. Our audit was performed for the purpose of forming an opinion on the financial statements as a whole. The schedule of operating expenses is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion the information is fairly stated in all material respects in relation to the financial statements as a whole.

Scula - Leo - LTD.

ATTACHMENT-34

RIVERSIDE AMBULATORY SURGERY CENTER, LLC

OPERATING EXPENSES

FOR THE YEARS ENDED DECEMBER 31,

	<u>2017</u>	<u>2016</u>
Bank charges	\$ 32,893	\$ 23,804
Billing	4,072	1,877
Depreciation and amortization	64,957	65,800
Director fees	25,000	25,000
Dues & subscriptions	1,966	2,852
Education	139	3,529
Employee benefit programs	52,431	47,051
Equipment lease	8,803	6,642
Implants - non-reimbursable	184,837	169,009
Insurance		
Professional liability	66,161	58,679
Workman's compensation	9,524	8,473
Directors and officers and other	16,300	16,325
Janitorial	13,102	12,505
Laundry	13,614	10,278
Legal and accounting	41,200	40,000
Licenses	4,506	2,888
Maintenance contracts	33,670	31,415
Medical equipment maintenance and repairs	12,102	12,350
Medical supplies	832,667	805,558
Miscellaneous	370	650
Office and computer supplies	20,883	18,967
Patient relations	5,712	4,712
Payroll administration fee	19,632	19,095
Payroll tax	52,741	49,959
Pharmaceuticals	80,360	68,594
Postage	4,598	4,186
Purchased services	117,094	118,386
Real estate taxes	15,217	15,091
Rent	221,981	217,842
Salaries and incentives	622,266	589,221
Travel	-	2,668
Utilities	1,610	1,566
	<u>\$ 2,580,408</u>	<u>\$ 2,454,972</u>

See independent auditor's report on supplementary information

RASC

Profit and Loss - Detail

	YTD 12/31/2017	YTD 12/31/2018	YTD 12/31/2018	YTD 12/31/2018	YTD 12/31/2018
	Actual	Actual	Budget	Period % Var	Budget % Var
00100 - Number of Cases	2,258	1,899	2,362	(16)	(20)
Total Net Revenue	3,737,138	3,065,847	3,632,327	(18)	(16)
Variable Expenses					
Direct Supplies					
50100 - Medical Supplies	378,312	343,000	396,565	(9)	(14)
50102 - Sterile Processing	15,490	11,008	14,186	(29)	(22)
50103 - Medical Gasses	646	0	886	(100)	(100)
50104 - Implants - Non-Opthalmic	29,142	23,104	26,776	(21)	(14)
50400 - Implants - Non-Reimbursable	184,837	143,603	193,584	(22)	(26)
50450 - Medical Supplies - Lensar	276,739	244,657	297,171	(12)	(18)
50460 - Medical Supplies - iStent	53,753	16,442	52,353	(69)	(69)
50500 - Drugs/Pharmaceutical	80,361	61,286	67,569	(24)	(9)
50600 - Instruments & Minor Equipment	11,377	15,672	11,198	38	40
51100 - Implants - Reimbursable	154,800	118,009	156,908	(24)	(25)
51101 - Other Reimbursable Expenses	236,641	73,230	232,426	(69)	(68)
51300 - ALCON Rebate	(58,794)	(57,427)	(59,999)	(2)	(4)
51501 - Besse/Omidria Rebate	(28,800)	0	0	(100)	0
51900 - Freight	254	212	182	(16)	16
52000 - Office Supplies	5,151	5,475	5,700	6	(4)
52100 - Service Charges & Fees	32,892	32,816	35,000	0	(6)
52500 - Medical Equip Maint & Repair	12,103	19,716	15,000	13	(9)
53000 - Purchased Services	117,094	150,973	122,580	29	23
53200 - Laundry	13,614	15,039	14,070	10	7
53500 - Medical Equipment Lease	0	0	500	0	(100)
54000 - Insurance - Professional Liability	66,161	66,332	60,000	0	11
54500 - Computer Services & Supplies	15,732	18,598	16,000	18	16
55100 - Wages	617,367	623,887	675,871	1	(8)
55400 - Salary - Incentives	4,899	7,250	0	48	0
56000 - Employee Benefit Programs Expense	47,613	51,046	55,035	7	(7)
56200 - Payroll Tax	52,741	51,819	57,296	(2)	(10)
56300 - Insurance - Work Comp	9,524	12,225	9,408	28	30
56400 - PTO Expenses	2,616	(564)	0	(122)	0
56500 - HR Mgmt Services	19,632	20,559	20,000	5	3
57200 - Accounting Services	22,200	22,200	22,200	0	0
57300 - Audit & Tax	19,080	19,000	20,000	0	(5)
57500 - Billing Service	2,705	2,128	3,500	(21)	(39)
58000 - Coding	1,367	0	0	(100)	0
Total Variable Expenses	2,397,169	2,105,295	2,521,865	(12)	(17)
Contribution Profit:	1,340,069	960,552	1,110,462	(28)	(13)
Fixed Expenses					
Professional & Labor					
61100 - Medical Director - Surgery Center	25,000	25,000	25,000	0	0
63100 - Maintenance Contracts	33,670	38,245	36,130	14	6
64100 - Rent or Lease Expense	221,981	221,980	226,419	0	(2)
64150 - Real Estate Taxes	15,217	15,278	15,000	0	2
64310 - Utilities Expense	1,610	1,408	1,600	(13)	(12)
65500 - Janitorial	13,102	12,390	14,000	(5)	(11)
70100 - Advertising Expense	0	0	250	0	(100)
70300 - Bank Charges	0	0	500	0	(100)
71100 - Client Relations	0	0	500	0	(100)
71200 - Dues & Subscriptions Expense	1,966	2,748	2,300	40	19
71300 - Education	139	831	1,000	488	(17)
71400 - Employee Relations	2,202	1,429	1,500	(35)	(5)
73200 - Insurance - General Liability	16,300	14,417	18,000	(12)	(20)
74100 - License & Misc. Tax Expense	4,506	3,055	4,000	(32)	(24)
74200 - Marketing Expense	0	0	500	0	(100)
74300 - Patient Relations	5,712	4,044	6,500	(29)	(38)
75200 - Postage	4,943	3,684	5,000	(15)	(26)
75400 - Travel Expense	0	55	500	0	(89)
76000 - Other/Miscellaneous	370	0	0	(100)	0
79000 - Equipment Lease Expense	8,404	7,918	9,000	(10)	(12)
Total Fixed Expenses	354,922	352,482	367,699	(1)	(4)
Income from Operations:	985,147	608,070	742,763	(38)	(18)
Other Income (Expense)					
Other Expenses					
Total Other Income (Expense)	(33,294)	(76,881)	(78,080)	131	(2)
Earnings Before Income Tax:	\$ 951,853	\$ 531,189	\$ 664,683	(44)	(20)

RASC
Balance Sheet

	Prior Year To Date 12/31/2017	Year To Date 12/31/2018	Year Ending 12/31/2017 Actual	Year To Date 12/31/2018 \$ Difference
Assets				
Current Assets				
Cash and Cash Equivalents	1,022,319.72	568,400.88	1,022,319.72	(453,918.84)
Accounts Receivable, Net	456,424.17	340,752.67	456,424.17	(115,671.50)
Prepaid Expenses				
Prepaid Drugs / Pharmaceuticals	23,106.20	15,065.90	23,106.20	(8,040.30)
Prepaid Medical Supplies	128,398.98	138,750.26	128,398.98	10,351.28
Prepaid Service Contract - ALCON	16,263.30	7,778.10	16,263.30	(8,485.20)
Prepaid Supplies - iStent/Lensar/Omidria/Cypass	12,082.00	9,850.00	12,082.00	(2,232.00)
Prepaid Expenses	9,825.08	11,450.48	9,825.08	1,625.40
Total Prepaid Expenses	189,675.56	182,894.74	189,675.56	(6,780.82)
Other Current Assets	(7,778.10)	0.00	(7,778.10)	7,778.10
Total Current Assets	1,660,641.35	1,092,048.29	1,660,641.35	(568,593.06)
Fixed Assets, Net				
Fixed Assets	199,306.04	213,394.87	199,306.04	14,088.83
Total Fixed Assets, Net	199,306.04	213,394.87	199,306.04	14,088.83
Investments				
Long Term Investments	7,778.10	0.00	7,778.10	(7,778.10)
Total Investments	7,778.10	0.00	7,778.10	(7,778.10)
Total Assets	\$ 1,867,725.49	\$ 1,305,443.16	\$ 1,867,725.49	\$ (562,282.33)
Liabilities and Equity				
Current Liabilities				
Accounts Payable	175,776.00	166,096.93	175,776.00	(9,679.07)
Other Current Liabilities				
Accrued Expenses	100,290.17	30,216.80	100,290.17	(70,073.37)
Accrued Payroll Expenses	10,636.36	14,756.49	10,636.36	4,120.13
Accrued PTO	12,779.02	12,215.30	12,779.02	(563.72)
Current Portion Long Term Debt	47,174.67	33,429.15	47,174.67	(13,745.52)
Due To BCBS	175,492.81	72,978.12	175,492.81	(102,514.69)
Total Other Current Liabilities	346,373.03	163,595.86	346,373.03	(182,777.17)
Total Current Liabilities	522,149.03	329,692.79	522,149.03	(192,456.24)
Long Term Liabilities				
Note Payable - Long Term				
Capital Lease Payable - ALCON Equipment M001	24,217.94	4,271.58	24,217.94	(19,946.36)
Capital Lease Payable - ALCON Microscope M004	7,632.06	0.00	7,632.06	(7,632.06)
Long Term Liability - ALCON Service Contract M003	3,666.62	0.00	3,666.62	(3,666.62)
Member Redemption Payable	108,607.81	68,945.82	108,607.81	(39,661.99)
Current Portion Long Debt	(47,174.67)	(33,429.15)	(47,174.67)	13,745.52
Total Long Term Note Payable	96,949.76	39,788.25	96,949.76	(57,161.51)
Total Long Term Liabilities	96,949.76	39,788.25	96,949.76	(57,161.51)
Partners Equity				
Distributions	(5,522,472.00)	(6,264,134.00)	(5,522,472.00)	(741,662.00)
Capital Class A	515,900.00	515,900.00	515,900.00	0.00
Capital Class B	730,000.00	730,000.00	730,000.00	0.00
Member Redemptions	(195,184.93)	(195,184.93)	(195,184.93)	0.00
Class A Distribution	(221,960.00)	(234,868.20)	(221,960.00)	(12,908.20)
Class B Distribution	(519,702.00)	(603,946.80)	(519,702.00)	(84,244.80)
Total Partners Equity	(5,213,418.93)	(6,052,233.93)	(5,213,418.93)	(838,815.00)
Retained Earnings				
Retained Earnings	4,726,046.59	5,676,475.48	4,726,046.59	950,428.89
Retained Earnings - Current Year	785,570.15	785,570.15	785,570.15	0.00
Total Retained Earnings	5,511,616.74	6,462,045.63	5,511,616.74	950,428.89
Net Income	950,428.89	526,150.42	950,428.89	(424,278.47)
Total Stockholders Equity	1,248,626.70	935,962.12	1,248,626.70	(312,664.58)
Total Liabilities and Equity	\$ 1,867,725.49	\$ 1,305,443.16	\$ 1,867,725.49	\$ (562,282.33)

RASC Financial Ratios

	2017	2018
Operating Expenses	\$2,397,169	\$2,105,295
# Procedures	2,258	1,899
Expense/Procedure	\$1,061.63	\$1,108.63
Capital Costs	\$100,840	\$97,120
# Procedures	2,258	1,899
Cap. Cost/Procedure	\$44.66	\$51.14

Section IX, Financial Viability

Attachment 36

Financial Viability

Riverside Health System's most recent bond ratings from Standard and Poor's (A+) and Moody's (A2) are attached.

ATTACHMENT 36

Section X, Economic Feasibility

Attachment 36

Economic Feasibility

A. Reasonableness of Financing Arrangements.

The Project will be financed through cash on hand and securities.

B. Conditions of Debt Financing.

This Project is being paid for through cash and securities and therefore, these criteria do not apply.

C. Reasonableness of Project and Related Costs.

There is no construction costs associated with this project and this section is not applicable.

D. Project Operating Costs.

While equivalent patient days do not exist for this ASTC, information is provided for the incremental operating costs per procedure.

2021

Compensation	\$135,435
Supplies	\$275,688
Total Operating Costs	\$411,123

Workload Units	275
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Annual Operating Cost Per Unit	\$1,495
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E. Total Effect of Project on Capital Costs.

While equivalent patient days do not exist for this ASTC, information is provided for the incremental capital costs per procedure.

2021

Annual Project Depreciation	\$14,500
Expected Procedures	275
Cost Per Procedure	\$52.73

\$145,000

MOODY'S

INVESTORS SERVICE

7 World Trade Center
250 Greenwich Street
New York 10007
www.moody's.com

April 23, 2018

Mr. Bill Douglas
Chief Financial Officer
Riverside Health System
350 North Wall Street
Kankakee, IL 60901

Dear Mr. Douglas:

We wish to inform you that on April 20, 2018, Moody's Investors Service affirmed Riverside Health System's **A2** bond rating. The outlook is **stable**.

Credit ratings issued by Moody's Investors Service, Inc. and its affiliates ("Moody's") are Moody's current opinions of the relative future credit risk of entities, credit commitments, or debt or debt-like securities and are not statements of current or historical fact. Moody's credit ratings address credit risk only and do not address any other risk, including but not limited to: liquidity risk, market value risk, or price volatility.

This letter uses capitalized terms and rating symbols that are defined or referenced either in *Moody's Definitions and Symbols Guide* or *MIS Code of Professional Conduct* as of the date of this letter, both published on www.moody's.com. The Credit Ratings will be publicly disseminated by Moody's through normal print and electronic media as well as in response to verbal requests to Moody's Rating Desk. Moody's related research and analyses will also be published on www.moody's.com and may be further distributed as otherwise agreed in writing with us.

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Moody's has not consented and will not consent to being named as an expert under applicable securities laws, such as section 7 of the Securities Act of 1933. The assignment of a rating does not create a fiduciary relationship between Moody's and you or between Moody's and other recipients of a Credit Rating. Moody's Credit Ratings are not and do not provide investment advice or recommendations to purchase, sell or hold particular securities. Moody's issues Credit Ratings with the expectation and understanding that each investor will make its own evaluation of each security that is under consideration for purchase, sale or holding.

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ATTACHMENT-36

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Illinois Finance Authority Riverside Health System; Hospital

Primary Credit Analyst:

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Outlook

The stable outlook reflects our anticipation that RHS will maintain its solid unrestricted reserves while investing in strategies that help sustain the organization and its market share. We believe the ever-expanding sites of care continue to allow RHS to sustain good cash flow, which have helped to maintain the unrestricted reserves.

Upside scenario

We do not anticipate raising the rating, but would consider doing so if RHS improves its size and scale (revenue base) and its enterprise profile while maintaining all of its other ratios.

Downside scenario

While unlikely, if RHS undergoes a sustained decline in its operations that affects its ability to invest in the organization, or if it issues debt to support future capital plans, we could lower the rating or revise the outlook to negative. Any changes in the competitive landscape that negatively affect market share or utilization volumes could also pressure the rating.

Enterprise Profile

Industry risk

Industry risk addresses our view of the health care sector's overall cyclicity and competitive risk and growth through application of various stress scenarios and evaluation of barriers to entry; the level and trend of industry profit margins; risk from secular change and substitution of products, services, and technologies; and risk in growth trends. We believe the health care services industry represents an intermediate credit risk when compared with other industries and sectors.

Market share and utilization

RHS retains the leading market share, at greater than 65%, and competes primarily against St. Mary's Hospital (part of the Presence Health System). With the acquisition of Presence Health by Ascension Health targeted for early 2018, the competitive landscape is poised to evolve in the near term. While management expects this acquisition will likely have little to no impact on RHS market share, which we view as reasonable, the resulting changes to the competitive landscape remain uncertain. To date, RHS has remained the primary health care provider in the market as the management team continues its focus on high-end clinical service lines, including cancer, heart, orthopedics, and neurosurgery. We believe that this focus, coupled with physician alignments, positions RHS to remain the market leader in the near term.

Inpatient admissions grew slightly in fiscal 2016, although in fiscal 2017 the shift toward outpatient services continues to outpace inpatient volume growth. Physician recruitment continues to be a focus across a variety of specialties, and RHS is pursuing residency and fellowship programs to further support these efforts. The Riverside Medical Group (RMG), the largest multispecialty group in the area, continues to see growth and currently includes 68 physicians and 59 advanced practice professionals. As RMG has grown over the years, leadership has stated that the group has been positive to the system, contributing downstream revenue and growth in referrals.

Management noted that the increase is primary a result of the investment markets.

Debt and liability

RHS has direct-placement bonds purchased by JPMorgan Chase Bank N.A., which we have previously reviewed, noting that the covenants call for days' cash to be no less than 70 and maximum annual debt service coverage of no less than 1.1x. If the aforementioned covenants are breached, RHS has a 30-day period in which to cure the covenant violation prior to JPMorgan Chase having the right to accelerate the debt. There are no recent or anticipated covenant violations, and unrestricted reserves that are 10x greater than the contingent liability as of this analysis further mitigate the risk associated with this debt.

RHS is planning to open the newly renovated East Tower of its facility in January 2018, which was completed on time and under budget, according to management. Management expects the tower to provide needed flexibility to absorb additional capacity. The expansion includes a 42-bed unit with all private beds. In addition to routine capital spending, near-term capital plans include implementing the final phases of the Epic install and completing a boiler plant replacement. Virtually the entire fiscal year 2018 capital budget has been approved by the board with spending levels above depreciation in the near term. We expect leverage to remain elevated in the near term, although management has no plans to issue new debt in the outlook period, planning to finance upcoming capital improvements with a mix of cash flow and reserves.

Riverside Health System & Obligated Affiliates, Illinois Financial Statistics

	—Nine months ended Sept. 30—	—Fiscal year ended Dec. 31—			Medians for 'A+' rated stand-alone hospital
	2017	2016	2015	2014	2016
Enterprise profile					
PSA population	N.A.	138,342	139,551	113,449	MNR
PSA market share %	N.A.	67.7	66.8	65.9	MNR
Inpatient admissions	6,730	9,224	8,198	8,115	MNR
Equivalent inpatient admissions	23,912	29,328	27,330	26,071	MNR
Emergency visits	34,873	44,183	43,852	41,046	MNR
Inpatient surgeries	1,681	2,661	2,610	2,484	MNR
Outpatient surgeries	4,526	6,668	8,956	8,263	MNR
Medicare case mix index	1.6300	1.6100	1.7200	1.6400	MNR
FTE employees	2,355	2,293	2,166	1,940	MNR
Active physicians	361	373	336	319	MNR
Based on net/gross revenues	Net	Net	Net	Net	MNR
Medicare %	47.6	47.6	47.3	47.8	MNR
Medicaid %	20.8	21.0	20.3	18.4	MNR
Commercial/Blues %	26.4	26.2	26.7	27.0	MNR
Financial profile					
Financial performance					
Net patient revenue (\$000s)	255,927	323,878	312,438	279,002	553,687
Total operating revenue (\$000s)	269,315	340,294	327,036	293,306	MNR
Total operating expenses (\$000s)	259,037	326,724	311,667	283,034	MNR

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Section XI, Safety Net Impact Statement

Attachment 38

The proposed Project is a non-substantive project and the safety net impact statement should not be applicable.

Section XII, Charity Care Information**Attachment 39****RIVERSIDE AMBULATORY SURGERY CENTER**

CHARITY CARE			
	2015	2016	2017
Net Patient Revenue	\$3,016,720	\$3,217,179	\$3,737,238
Amount of Charity Care (charges)	\$0	\$0	\$0
Cost of Charity Care	\$0	\$0	\$0
Ratio of Charity Care Cost to Net Patient Rev.	0%	0%	0%

Medicaid	2.6%	5.9%	9.2%
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RIVERSIDE MEDICAL CENTER

CHARITY CARE			
	2015	2016	2017
Net Patient Revenue	278,902,721	295,481,925	312,770,233
Amount of Charity Care (charges)	3,312,574	2,734,253	3,535,312
Cost of Charity Care	3,312,574	2,734,253	3,535,312
Ratio of Charity Care Cost to Net Patient Rev.	1.2%	0.9%	1.1%

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