

19-010

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD
APPLICATION FOR PERMIT

ORIGINAL

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

RECEIVED

This Section must be completed for all projects.

MAR 06 2019

Facility/Project Identification

Facility Name:	Metroeast Endoscopic Surgery Center, LLC		
Street Address:	5023 N. Illinois Street, Suite 3		
City and Zip Code:	Fairview Heights, IL 62208		
County:	St. Clair	Health Service Area:	11
		Health Planning Area:	163

HEALTH FACILITIES & SERVICES REVIEW BOARD

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

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

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

- o Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
- o Partnerships must provide the name of the state in which 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 Street, Suite 4200, Chicago, IL 60606
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:	Laurie Craig
Title:	Office Administrator
Company Name:	Metroeast Endoscopic Surgery Center, LLC
Address:	5023 N. Illinois Street, Suite 3, Fairview Heights, IL 62208
Telephone Number:	618-239-0678
E-mail Address:	lcraig@gutmd.com
Fax Number:	N/A

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: Laurie Craig
Title: Office Administrator
Company Name: Metroeast Endoscopic Surgery Center, LLC
Address: 5023 N. Illinois Street, Suite 3, Fairview Heights, IL 62208
Telephone Number: 618-239-0678
E-mail Address: lcraig@gutmd.com
Fax Number: N/A

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Ahmed Investments, LLC
Address of Site Owner: 5023 N. Illinois Street, Suite 3, Fairview Heights, IL 62208
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 ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

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

Exact Legal Name: Metroeast Endoscopic Surgery Center, LLC
Address: 5023 N. Illinois Street, Suite 3, Fairview Heights, IL 62208
<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"> o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

Provide (for each 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.

Metroeast Endoscopic Surgery Center, LLC ("Applicant"), proposes to add general surgery, plastic surgery and gynecology procedures to its existing limited specialty ambulatory surgical treatment center located at 5023 N. Illinois Street, in Fairview Heights, Illinois ("Metroeast"). Metroeast also proposes to construct one additional procedure room to its current one procedure room for a total of two procedure rooms.

Procedures to be performed at the Surgery Center after permit issuance will include endoscopy, general surgery, plastic surgery and gynecology procedures. No other surgery centers within a 17-mile radius perform the new procedures to be added.

The proposed project constitutes a non-substantive project because it proposes to establish additional specialties and the construction of an additional procedure room.

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	\$10,000		\$10,000
Off Site Work			
New Construction Contracts			
Modernization Contracts	\$100,000		\$100,000
Contingencies	\$5,000		\$5,000
Architectural/Engineering Fees	\$7,000		\$7,000
Consulting and Other Fees	\$30,000		\$30,000
Movable or Other Equipment (not in construction contracts)	\$25,000		\$25,000
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	\$3,000		\$3,000
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$180,000		\$180,000
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$180,000		\$180,000
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$180,000		\$180,000
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

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 N/A

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:

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

This Application is filed on the behalf of Metroeast Endoscopic Surgery Center, LLC in accordance with the requirements and procedures of the Illinois Health Facilities Planning Act. The undersigned certifies that he or she has the authority to execute and file this Application 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
Shakeel Ahmed, MD
 PRINTED NAME
Owner
 PRINTED TITLE

SIGNATURE

 PRINTED NAME

 PRINTED TITLE

Notarization:
 Subscribed and sworn to before me
 this 24 day of January, 2019

Notarization:
 Subscribed and sworn to before me
 this ____ day of _____



Signature of Notary
 Seal
 LAURIE L. CRAIG
 Official Seal
 Notary Public - State of Illinois
 My Commission Expires Sep 26, 2022

Signature of Notary

 Seal

*Insert the EXACT legal name of the applicant

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: Not Applicable because there will be no 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 checked="" type="checkbox"/> Gastroenterology
<input type="checkbox"/> Neurological Surgery
<input type="checkbox"/> Nuclear Medicine
<input checked="" type="checkbox"/> Obstetrics/Gynecology
<input type="checkbox"/> Ophthalmology
<input type="checkbox"/> Oral/Maxillofacial Surgery
<input type="checkbox"/> Orthopedic Surgery
<input type="checkbox"/> Otolaryngology
<input type="checkbox"/> Pain Management
<input type="checkbox"/> Physical Medicine and Rehabilitation
<input checked="" type="checkbox"/> Plastic Surgery
<input type="checkbox"/> Podiatric Surgery
<input type="checkbox"/> Radiology
<input type="checkbox"/> Thoracic Surgery
<input type="checkbox"/> Urology
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.

	<p>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;</p>
	<p>f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;</p>
	<p>g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.</p>
\$180,000	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 NUMERIC 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									
<p>D. Projected Operating Costs</p> <p>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.</p>									
<p>E. Total Effect of the Project on Capital Costs</p> <p>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.</p>									
APPEND DOCUMENTATION AS ATTACHMENT 38 , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.									

SECTION IX. SAFETY NET IMPACT STATEMENT

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE STATE-OWNED HEALTH CARE FACILITIES [20 ILCS 3960/5.4]:

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

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

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

A table in the following format must be provided as part of Attachment 38.

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

	Outpatient			
	Total			

APPEND DOCUMENTATION AS ATTACHMENT 37, 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:

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Section I, Type of Ownership of Applicants

Attachment 1

Metroeast Endoscopic Surgery Center, LLC (“Metroeast”) is an Illinois limited liability company. A copy of Metroeast’s Good Standing Certificate dated January 17, 2019 is attached.

File Number

0378969-1



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

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

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 17TH day of JANUARY A.D. 2019 .



Authentication #: 1901702588 verifiable until 01/17/2020
Authenticate at: <http://www.cyberdriveillinois.com>

Jesse White

SECRETARY OF STATE

ATTACHMENT 1

Section I, Site Ownership

Attachment 2

Attached is a copy of the Lease Agreement between Metroeast Endoscopic Surgery Center, LLC (“Lessee”) and Ahmed Investments, LLC (“Lessor”), dated as of June 1, 2014, which shows that Metroeast Endoscopic Surgery Center, LLC has control of the site.

**LEASE AGREEMENT
(TRIPLE NET)**

THIS LEASE AGREEMENT (the "Lease"), made and entered into effective as of the 1 day of June, 2014 (the "Effective Date") by and between Ahmed Investments, LLC (the "Lessor") and Metroeast Endoscopic Surgery Center, LLC (the "Lessee")

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

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

NOW THEREFORE, the parties hereto agree as follows

1 **Leased Space** Lessor agrees to lease and Lessee agrees to rent, for Lessee's exclusive use, the portion of the Premises designated on Exhibit B attached hereto, which encompasses approximately one thousand seven hundred and sixty (1,760) gross square feet of the Premises (the "Leased Space") The Leased Space shall be used for the provision of endoscopy services performed by qualified physicians employed by or under contract with the Lessee, and related uses, including but not limited to, operating a licensed Ambulatory Surgical Treatment Center ("ASTC"). Lessee shall maintain all licenses and certifications necessary to conduct such business in the Leased Space

2 **Term and Termination**. The initial term of this Lease (hereinafter referred to as the "Initial Term") shall begin on the 1 day of June, 2014 (the "Commencement Date") and be for a period of ten (10) years. Unless otherwise previously terminated in accordance with the terms of this Lease, the term of this Lease may be extended for two additional periods of five (5) years, once on the 10th anniversary of the Commencement Date and again on the 15th anniversary of the Commencement Date (each a "Renewal Term", and together the Initial Term and any Renewal Term(s) shall be collectively referred to herein as the "Term" of this Lease) at the option of the Lessee. Notwithstanding the foregoing, this Lease shall be terminated, (a) without cause by giving the other party thirty (30) days advanced written notice of such termination, (b) in the event of breach of this Lease, upon thirty (30) days written notice to the breaching party following failure of the breaching party to cure such breach for more than thirty (30) days following notice of such breach, or (c) in the event of an exclusion of a party hereto, or its affiliates, from participation in any Federal health care program, as defined under 42 U.S.C § 1320a-7b(f), the other party shall have the right to immediately terminate this Lease. In the event that there is a change in applicable health care law or related regulation or the interpretation thereof, including Federal and State of Illinois laws and regulations, or the initiation of an enforcement action with respect to any health care law or regulation, any of which affects the continuing legality of this Lease, a party hereto may, by notice to the other party, propose an amendment to conform this Lease to the applicable law(s) and/or regulation(s). If the parties hereto are unable to agree within ninety (90) days upon an amendment, then either party may terminate this Lease by giving ten (10) days advance written notice to the other party, unless a sooner termination is required under applicable law or circumstances

3 Base Rent Lessee agrees to pay Lessor base rent for the Leased Space in the amount of one thousand, seven hundred and fifty-one dollars (\$1,760.00) per month (the "Base Rent"), payable monthly by the fifth (5th) day of each month during the term of this Lease. The calculation of such Rent is set forth hereto on Exhibit C. The parties agree that the Base Rent is consistent with fair market value (for a triple net lease) was negotiated in an arms-length transaction and that the rental value of the Leased Space has not been determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties.

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

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

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

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

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

5. Real Property Taxes

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

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

6 Security Deposit

6.1 Amount Lessee shall make the following deposit with Lessor upon execution hereof as security for Lessee's faithful performance of Lessee's obligations hereunder. Cash in the amount of \$1,260.00, to be held by Lessor.

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

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

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

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

8 Maintenance, Repairs and Alterations

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

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

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

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

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

9. Alterations and Additions

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Access. During the Term of this Lease, the Lessee shall have the right to exclusive use of the Leased Space during the Term of this Agreement. During the Term of this Agreement, the Leased Space shall be used exclusively by the Lessee for purposes set forth in Section 1 hereto. If necessary, Lessee shall furnish and provide Lessor with access to the Leased Space, provided, however, that Lessor provides reasonable prior notice that access to the Leased Space is required.

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

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

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

15 Miscellaneous.

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

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

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

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

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

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

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

In the case of Lessor to:

Ahmed Investments, LLC

Attn _____

In the case of Lessee to:

Metroeast Endoscopic Surgery Center, LLC

Attn: _____

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

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

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

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

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

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

[Signatures on Following Page]

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

Lessor.

AHMED INVESTMENTS, LLC

By [Signature]
Name Shakel Ahmed
Title Manager / CEO

Lessee.

METROEAST ENDOSCOPIC SURGERY CENTER, LLC

By [Signature]
Name Shakel Ahmed
Title Manager / CEO

EXHIBIT A

PROPERTY OWNERSHIP

Evidence of Ownership is attached.

EXHIBIT B

See the attached Floor Plan

EXHIBIT C

BASE RENT CALCULATION

I. Base Rent

Annual Base Rent amount per square foot: \$12.00/ft²
Square footage of Leased Space: 1,760 ft²
Annual Base Rent for Leased Space \$21,120.00
Monthly Base Rent for Leased Space: \$1,760.00

Section I, Operating Identity/Licensee

Attachment 3

Metroeast Endoscopic Surgery Center, LLC (“Metroeast”) is an Illinois limited liability company. A copy of Metroeast’s Good Standing Certificate dated January 17, 2019 is attached. Shakeel Ahmed, M.D. (“Applicant”) owns 100% of Metroeast.



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

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



In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 17TH day of JANUARY A.D. 2019 .

Jesse White

SECRETARY OF STATE

Authentication #: 1901702588 verifiable until 01/17/2020
Authenticate at: <http://www.cyberdriveillinois.com>

Section I, Organizational Relationships

Attachment 4

A copy of Metroeast Endoscopic Surgery Center, LLC's ("Metroeast") organizational chart is attached.

METROEAST ENDOSCOPIC SURGERY CENTER, LLC

**Metroeast Endoscopic
Surgery Center, LLC**

(Senior Corporation)

Dr. Shakeel Ahmed - Owner/CEO/CFO

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

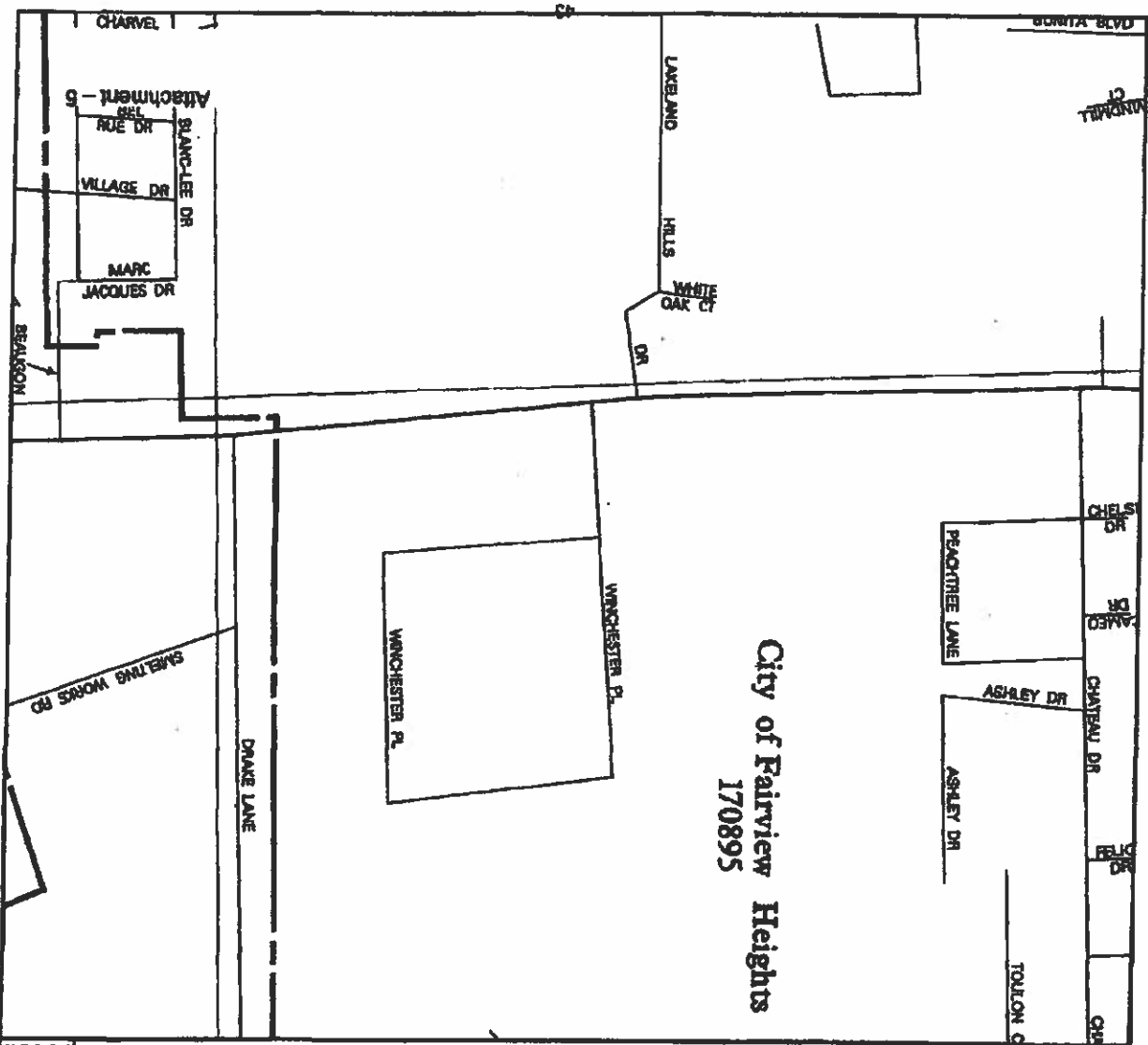
Laurie Craig - Administrator

ATTACHMENT-4

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.



City of Fairview Heights
170895



NATIONAL FLOOD INSURANCE PROGRAM

FIRM
FLOOD INSURANCE RATE MAP
ST. CLAIR COUNTY,
ILLINOIS
AND INCORPORATED AREAS

PANEL 203 OF 555

THIS MAP SHOWS FIRM PANELS NOT SHOWN
 CONTINUE

CONTRACT NO.	1708012020	ISSUED DATE	NOV 5 2003
PROJECT NAME	ST. CLAIR COUNTY	DATE	NOV 5 2003
PROJECT NUMBER	1708012020	DATE	NOV 5 2003

MAP NUMBER
1708012020

REVISED DATE:
NOVEMBER 5, 2003

Federal Emergency Management Agency

This is an abstract copy of a portion of the above referenced flood map. It was abstracted using the Flood Data Line. This map does not reflect changes or amendments made to the Flood Data Line. This map shall not be used for any purpose other than the Flood Data Line. For the latest and most accurate Flood Insurance Program flood maps, please visit the FEMA Flood Map Service Center website at www.fema.gov.

Section I, Historic Resources Preservation Act Requirements

Attachment 6

Attached is a copy of a 2013 letter from the Applicant's original CON application from the Illinois Department of Natural Resources noting that no historic, architectural or archaeological sites exists within the Project area.

Also attached is a letter requesting a current letter from the Illinois Department of Natural Resources.

**SAUL EWING
ARNSTEIN
& LEHR^{LLP}**

Joe Ourth
Phone: 312.876.7815
Fax: 312.876.6215
joe.ourth@saul.com
www.saul.com

February 22, 2019

Via Overnight Mail

Robert F. Appleman
Deputy State Historic Preservation Officer
State Historic Preservation Office
Illinois Department of Natural Resources
Attn: Review & Compliance
1 Old State Capitol Plaza
Springfield, Illinois 62701-1512

RE: Review to Determine Impact Upon Historic Resources
5028 N. Illinois Street, Fairview Heights, Illinois
Certificate of Need Application

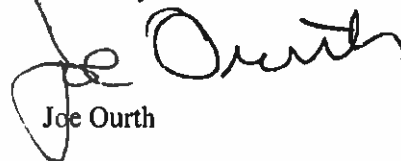
Dear Mr. Appleman

This letter requests your comments as to whether a proposed project has historical, architectural or archeological impact. This request is made in connection with a Certificate of Need application to be filed in March, 2019 with the Illinois Health Facilities and Services Review Board.

The proposed project is a modernization of an existing surgery center located at 5028 N. Illinois Street, Fairview Heights, Illinois 62208. Metroeast Surgical Center plans to add an additional operating room. Enclosed please find a map showing the property together with a street view and satellite view. The building was constructed within the last five years. Enclosed is your letter from the prior CON application showing no historic or other sites for the property.

We would appreciate a letter in response that we can include as part of the CON application. If you have questions or comments, or need additional information, please contact me at (312) 876-7815. I appreciate your assistance.

Sincerely,



Joe Ourth

JRO/eka
Enclosures
34277801.1 02/22/2019

161 North Clark • Suite 4200 • Chicago, IL 60601
Phone: (312) 876-7100 • Fax: (312) 876-0288

DELAWARE FLORIDA ILLINOIS MARYLAND MASSACHUSETTS MINNESOTA NEW JERSEY NEW YORK PENNSYLVANIA WASHINGTON, DC
A DELAWARE LIMITED LIABILITY PARTNERSHIP

ATTACHMENT 6



**Illinois Historic
Preservation Agency**

FAX (217) 782-8161

1 Old State Capitol Plaza • Springfield, Illinois 62701-1512 • www.illinois-history.gov

St. Clair County
Fairview Heights

CON - Establish a Limited Specialty Ambulatory Surgical Treatment Center
5023 N. Illinois St.
IHPA Log #003122712

January 9, 2013

Joseph Van Leer
Polsinelli Shughart
161 N. Clark St., Suite 4200
Chicago, IL 60601

Dear Mr. Van Leer:

This letter is to inform you that we have reviewed the information provided concerning the referenced project.

Our review of the records indicates that no historic, architectural or archaeological sites exist within the project area.

Please retain this letter in your files as evidence of compliance with Section 4 of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.). This clearance remains in effect for two years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the Illinois Human Skeletal Remains Protection Act (20 ILCS 3440).

If you have any further questions, please contact me at 217/785-5027.

Sincerely,

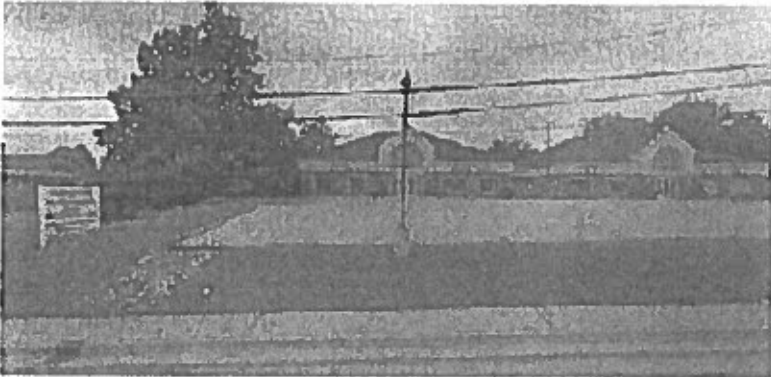
Anne E. Haaker

Anne E. Haaker
Deputy State Historic
Preservation Officer

A teletypewriter for the speech/hearing impaired is available at 217-524-7128. It is not a voice or fax line.

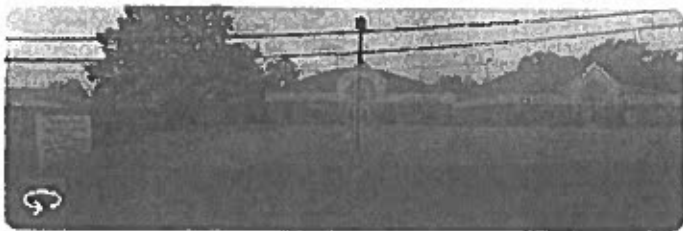
ATTACHMENT 6

Google Maps 5023 N Illinois St



5023 N Illinois St
 Fairview Heights, IL 62208

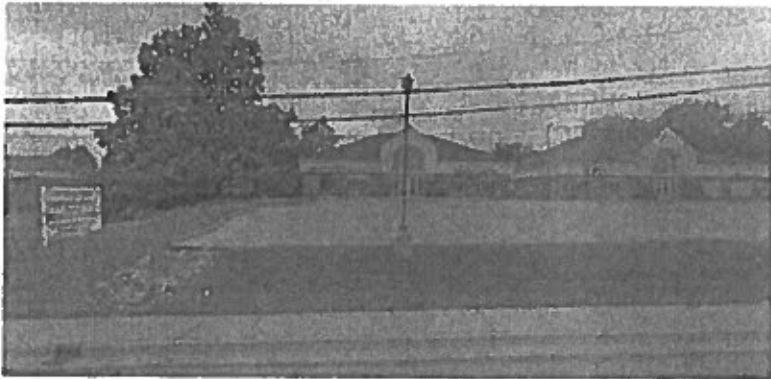
Photos



Google Maps 5023 N Illinois St

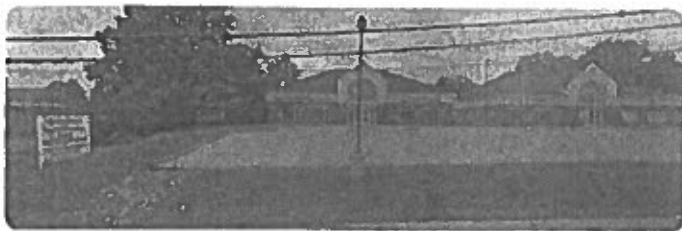


Map data ©2019 Google 20 ft



5023 N Illinois St
Fairview Heights, IL 62208

Photos



Google Maps 5028 N Illinois St

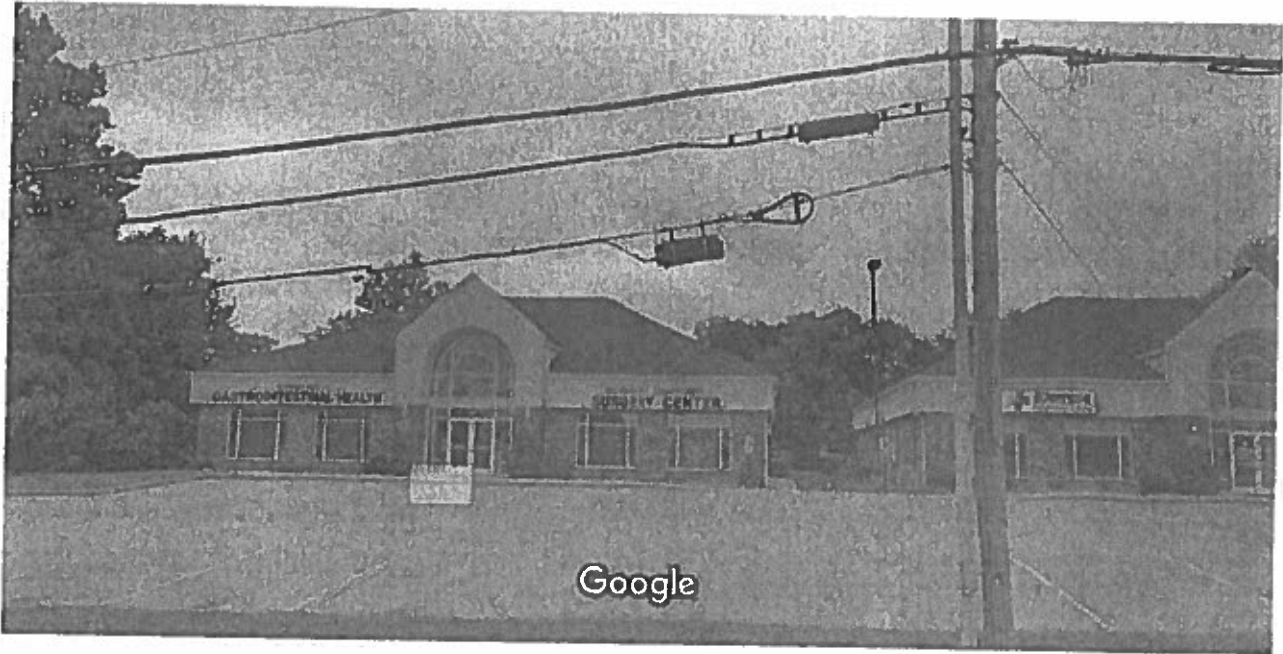
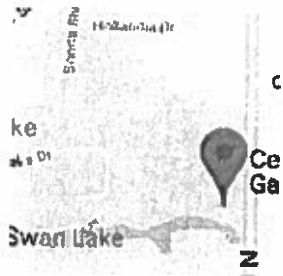


Image capture: Sep 2018 © 2019 Google

Fairview Heights, Illinois

Google

Street View - Sep 2018





**Illinois Historic
Preservation Agency**

FAX (217) 782-8161

1 Old State Capitol Plaza • Springfield, Illinois 62701-1512 • www.illinois-history.gov

St. Clair County
Fairview Heights

CON - Establish a Limited Specialty Ambulatory Surgical Treatment Center
5023 N. Illinois St.
IHPA Log #003122712

January 9, 2013

RECEIVED

JAN 22 2013

**HEALTH FACILITIES &
SERVICES REVIEW BOARD**

Joseph Van Leer
Polsinelli Shughart
161 N. Clark St., Suite 4200
Chicago, IL 60601

Dear Mr. Van Leer:

This letter is to inform you that we have reviewed the information provided concerning the referenced project.

Our review of the records indicates that no historic, architectural or archaeological sites exist within the project area.

Please retain this letter in your files as evidence of compliance with Section 4 of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.). This clearance remains in effect for two years from date of issuance. It does not pertain to any discovery during construction, nor is it a clearance for purposes of the Illinois Human Skeletal Remains Protection Act (20 ILCS 3440).

If you have any further questions, please contact me at 217/785-5027.

Sincerely,

Anne E. Haaker

Anne E. Haaker
Deputy State Historic
Preservation Officer

Roate, George

From: Joseph Van Leer [JVanLeer@Polsinelli.com]
Sent: Monday, January 21, 2013 5:24 PM
To: Roate, George
Cc: Kara Friedman
Subject: Metroeast Endoscopic Surgery Center Historic Preservation Determination (Proj. No. 12-105)
Attachments: Metroeast Historic Preservation Determination.pdf

George,

Please see the historic preservation determination letter from the Illinois Historic Preservation Agency for Metroeast Endoscopic Surgery Center attached. Let me know if you have any questions. Thanks,

Joe



Joseph Van Leer
Associate

161 N. Clark Street
Suite 4200
Chicago, IL 60601

tel: 312.873.3665
fax: 312.819.1910

jvanleer@polsinelli.com
Add me to your address book...



please consider the environment before printing this email.

RECEIVED

JAN 22 2013

**HEALTH FACILITIES &
SERVICES REVIEW BOARD**

This electronic mail message contains CONFIDENTIAL information which is (a) ATTORNEY - CLIENT PRIVILEGED COMMUNICATION, WORK PRODUCT, PROPRIETARY IN NATURE, OR OTHERWISE PROTECTED BY LAW FROM DISCLOSURE, and (b) intended only for the use of the Addressee(s) named herein. If you are not an Addressee, or the person responsible for delivering this to an Addressee, you are hereby notified that reading, copying, or distributing this message is prohibited. If you have received this electronic mail message in error, please reply to the sender and take the steps necessary to delete the message completely from your computer system.

IRS CIRCULAR 230 DISCLOSURE: Unless expressly stated otherwise, any U.S. federal tax advice contained in this e-mail, including attachments, is not intended or written by Polsinelli Shughart PC (in California, Polsinelli Shughart LLP) to be used, and any such tax advice cannot be used, for the purpose of avoiding penalties that may be imposed by the Internal Revenue Service.

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	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation	\$10,000		\$10,000
Off Site Work			
New Construction Contracts			
Modernization Contracts	\$100,000		\$100,000
Contingencies	\$5,000		\$5,000
Architectural/Engineering Fees	\$7,000		\$7,000
Consulting and Other Fees	\$30,000		\$30,000
Movable or Other Equipment (not in construction contracts)	\$25,000		\$25,000
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	\$3,000		\$3,000
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$180,000		\$180,000
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$180,000		\$180,000
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
TOTAL SOURCES OF FUNDS	\$180,000		\$180,000
NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.			

Section I, Cost Space Requirements

Attachment 9

Cost Space Requirements

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
REVIEWABLE							
Medical Surgical		2620 sf	2642 sf	22 sf	1882 sf	738 sf	0
Intensive Care		0	0	0	0	0	0
Diagnostic Radiology		0	0	0	0	0	0
MRI		0	0	0	0	0	0
Total Clinical		2620 sf	2642 sf	22 sf	1882 sf	738 sf	0
NON REVIEWABLE							
None		0	0	0	0	0	0
Total Non-clinical		0	0	0	0	0	0
TOTAL		2620 sf	2642 sf	22 sf	1882 sf	738 sf	0

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

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.**

The Applicant owns and operates Metroeast Endoscopic Surgery Center, LLC (“Metroeast”). A copy of Metroeast’s Ambulatory Surgery Treatment Center license #115219, issued by IDPH, is attached. Metroeast’s most recent certificate of enrollment from the Centers for Medicare & Medicaid Services, dated December 23, 2014, is attached along with Metroeast’s most recent accreditation letter from the Joint Commission, dated December 12, 2014 and IDFPR registration.

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.**

There have been no adverse actions taken against Metroeast within the prior three years. A letter, dated January 29, 2019, attesting to this fact is attached.

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.**

A letter, dated January 29, 2019, authorizing HFSRB and DPH to access any documents necessary to verify the information submitted, including, but not limited to: (i) official records of DPH or other State agencies; (ii) the licensing or certification records of other States; and (iii) the records of nationally recognized accreditation organizations, is attached.



**Illinois Department of
PUBLIC HEALTH**

HF115216

LICENSE, PERMIT, CERTIFICATION, REGISTRATION

The person, firm or corporation whose name appears on this certificate has complied with the provisions of the laws of this State relating to the regulation of the practice of the profession named 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

EXPIRES (MM/DD/YYYY)	ISSUES (MM/DD/YYYY)	STATE NO.
3/8/2019	3/11/2019	7003185
Ambulatory Surgery Treatment Center		

Effective: 03/10/2018

MetroEast Endoscopic Surgery Center
5023 North Illinois St
Fairview Heights, IL 62206

The fees of the license have a printed background. Printed by Authority of the State of Illinois • IJC - 04/2013/22/14/16



Cut on Dotted Line X

For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 4031590

1518700040672

DEPARTMENT OF HEALTH & HUMAN SERVICES
Centers for Medicare & Medicaid Services
Midwest Division of Survey and Certification
Chicago Regional Office
233 North Michigan Avenue, Suite 600
Chicago, IL 60601-5519



National Provider Identifier (NPI): 1063838357
CMS Certification Number (CCN): 14C0001160

December 23, 2014
(Via Certified Mail)

Shakeel Ahmed, MD, Administrator
Metrocast Endoscopic Surgery Center
5023 North Illinois Street, Suite 3
Fairview Heights, IL 62208

Reference: Case No. 213401407113602

Dear Dr. Ahmed:

The Centers for Medicare & Medicaid Services has accepted your request for approval as a supplier of ambulatory surgical services under the Medicare program (Title XVIII of the Social Security Act) based on accreditation by The Joint Commission (TJC). Your effective date of coverage is December 11, 2014. A copy of the completed agreement is enclosed for your records.

Your National Provider Identifier (NPI) is your primary identifier for all health insurance billing. The NPI should be entered on all forms and correspondence relating to the Medicare program. In addition, you have been assigned the CMS Certification Number (CCN) shown above; please provide it when contacting this office, when contacting the State agency, or any time it is requested. National Government Services has been authorized to process your Medicare claims.

When you make general inquiries to your fiscal intermediary (FI) and/or Medicare Administrative Contractor (MAC), you will be prompted to give either your provider transaction access number (PTAN) or CCN. These identification numbers are used as authentication elements when inquiring about beneficiary- and claim-specific information. When prompted for your PTAN, give your CCN.

If you are dissatisfied with the effective date of Medicare participation indicated above, you may request that the determination of the effective date be reconsidered. The request must be submitted in writing to this office within 60 days of the date you receive this notice. The request for reconsideration must state the issues or the findings of fact with which you disagree and the reasons for disagreement.

We welcome your participation and look forward to working with you in the administration of the Medicare program. If you have any questions, please contact Sylvia Publ, Certification Specialist, in the Chicago Office at (312) 353-9815.

Sincerely,

/s/

Pamela J. Para
Nurse Consultant
Non-Long Term Care Certification & Enforcement Branch

Enclosure

cc: Illinois Department of Public Health
Illinois Department of Healthcare and Family Services
National Government Services
The Joint Commission

ATTACHMENT-11



December 12, 2014

Re: # 508160
CCN: Pending
Program: Ambulatory Surgical Center
Accreditation Expiration Date: August 23, 2017

Shakeel Ahmed
Owner, MD
Metroeast Endoscopic Surgery Center
5023 North Illinois Street
Fairview Heights, Illinois 62208

Dear Dr. Ahmed:

This letter confirms that your December 09, 2014 - December 10, 2014 unannounced initial survey was conducted for the purposes of assessing compliance with the Medicare conditions for ambulatory surgical centers through The Joint Commission's deemed status survey process.

The services at your ambulatory surgical center were found to be in substantial compliance with the Medicare Conditions. The Joint Commission is granting your organization an accreditation decision of Accredited with an effective date of December 11, 2014.

The Joint Commission is also recommending your organization for Medicare certification effective December 11, 2014. Please note that the Centers for Medicare and Medicaid Services (CMS) Regional Office (RO) makes the final determination regarding your Medicare participation and the effective date of participation in accordance with the regulations at 42 CFR 489.13. Your organization is responsible for notifying the State Survey Agency that a recommendation for Medicare certification has been made. Please provide your State agency with a copy of your accreditation report, accreditation award letter, and this Medicare recommendation letter.

This recommendation applies to the following location(s):

Metroeast Endoscopic Surgery Center
5023 N Illinois, Suite 3, Fairview Heights, IL, 62208

www.jointcommission.org

Headquarters
One Renaissance Boulevard
Oakbrook Terrace, IL 60181
630 792 5000 Voice

ATTACHMENT-11



We direct your attention to some important Joint Commission policies. First, your Medicare report is publicly accessible as required by the Joint Commission's agreement with the Centers for Medicare and Medicaid Services. Second, Joint Commission policy requires that you inform us of any changes in the name or ownership of your organization, or health care services you provide.

Sincerely,

A handwritten signature in cursive script that reads "Mark G. Pelletier".

Mark G. Pelletier, RN, MS
Chief Operating Officer
Division of Accreditation and Certification Operations

cc: CMS/Central Office/Survey & Certification Group/Division of Acute Care Services
CMS/Regional Office 5 /Survey and Certification Staff

www.jointcommission.org

Headquarters
One Renaissance Boulevard
Oakbrook Terrace, IL 60181
630 792 5000 Voice

**METROEAST ENDOSCOPIC SURGERY CENTER
5023 NORTH ILLINOIS STREET
FAIRVIEW HEIGHTS, IL 62208
618-239-0678/618-233-0700
FAX: 618-235-0471**

January 29, 2019

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

Dear Review Board Member(s):

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

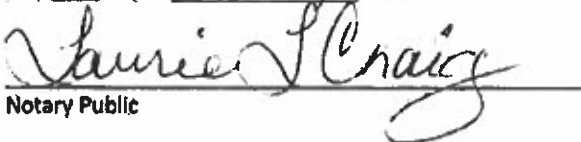
Additionally, pursuant to 77 ILL Admin. Code 1110.230(a)(3)(C), I hereby authorize the Health Facilities and Services Review Board ("HFSRB") and the Illinois Department of Public Health ("IDPH") access to any documents necessary to verify information submitted as part of this application for permit.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

Sincerely,



Shakeel Ahmed, MD
Medical Director
Metroeast Endoscopic Surgery Center

Subscribed and sworn to me
This 29th day of January, 2019


Notary Public

Section III, Purpose of Project

Attachment 12

Section 1110.230(b), Purpose of Project

Metroeast Endoscopic Surgery Center, LLC (“Applicant”), proposes to add general surgery, bariatric, plastic surgery and gynecology procedures to its existing limited specialty ambulatory surgical treatment center located at 5023 N. Illinois Street, in Fairview Heights, Illinois (“Surgery Center”). The Surgery Center also proposes to construct one additional procedure room to its current one procedure room for a total of two procedure rooms.

Procedures to be performed at the Surgery Center after permit issuance will include endoscopy, general surgery, plastic surgery and gynecology.

The primary purpose of the proposed project is to offer patients residing in Fairview Heights and the surrounding areas affordable surgery options. There are no surgical treatment centers within a 17-mile radius of Metroeast that offer the specialties of general surgery, plastic and gynecology being proposed in this application. There are presently only two active surgery centers within a 17-mile radius, and those centers are single specialties centers. Bel-Clair is a single specialty endoscopy center located in Belleville. Illinois Eye Surgeons Cataract Surgery Center, also in Belleville, is an ophthalmology specialty only center. Belleville Surgical Center in Belleville has been the only multi-specialty surgery center in the geographic area and that facility has filed a COE application for discontinuation and will no longer offer services in the area. Physicians’ Surgical Center in Belleville has temporarily suspended services pending approval of a COE for change of ownership. Pending COE approval, Dr. Ahmed will acquire Physicians’ Surgery Center and will coordinate services between Physicians’ Surgery Center and Metroeast. Physicians’ Surgery Center has primarily concentrated on gastroenterology procedures and is currently not approved for performing the general surgery, plastics and gynecological procedures proposed in this application.

Metroeast serves thousands of patients each year for their gastroenterology needs. Adding additional specialties to this already established facility will provide patients within Metroeast's service area with a low cost option for their health care needs. Currently, many area residents opt to receive care at hospitals and ambulatory surgical centers in Missouri for their general surgery, bariatric, plastic surgery and gynecology care. Metroeast intends to serve these residents in their communities rather than their needing to travel outside of Illinois to obtain care.

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.

Metroeast serves thousands of patients each year for their basic medical needs. Adding additional specialties to this already established facility will provide patients within Metroeast's service area with a low cost option for their health care needs. Currently many area residents opt to receive care at hospitals and ambulatory surgical centers in Missouri for their general surgery, plastic surgery and gynecology care. Metroeast hopes to be able to serve these residents in their communities rather than their being forced to travel outside of Illinois to obtain health care.

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

The intended service area is the geographic area within an approximate 17-mile radius of Metroeast. Metroeast currently serves patients in the metroeast St. Louis region – primarily in St. Clair County, but also serving parts of Madison and Monroe counties.

Attached is a list of current patient zip codes for Metroeast. The Applicant anticipates that patients presenting for the additional services of general surgery, plastic surgery and gynecology will also reside in these zip codes.

Patient Home Zip Code	Number of Patients	Percentage of Total Patients
62269	459	11.96%
62226	322	8.39%
62221	308	8.03%
62208	286	7.45%
62234	209	5.45%

62040	208	5.42%
62223	161	4.20%
62220	143	3.73%
62258	127	3.31%
62206	91	2.37%
62232	89	2.32%
62205	79	2.06%
62204	76	1.98%
62203	75	1.95%
62254	69	1.80%
62025	60	1.56%
62294	53	1.38%
62207	50	1.30%
62260	50	1.30%
62060	43	1.12%
62298	43	1.12%
62201	42	1.09%
62034	35	0.91%
62265	34	0.89%
62285	33	0.86%
62243	32	0.83%
62293	31	0.81%
62264	30	0.78%
62249	29	0.76%
62062	25	0.65%
62230	25	0.65%
62231	22	0.57%
62278	21	0.55%
62002	20	0.52%
62239	20	0.52%
62281	19	0.50%
62236	16	0.42%
62271	15	0.39%
62257	12	0.31%
62286	12	0.31%
62088	11	0.29%
62240	11	0.29%
62216	10	0.26%
62225	10	0.26%
62095	9	0.23%
62215	8	0.21%

62222	8	0.21%
62245	8	0.21%
62292	8	0.21%
62237	7	0.18%
62246	7	0.18%
62263	7	0.18%
62966	7	0.18%
62052	6	0.16%
62059	6	0.16%
62090	6	0.16%
62275	6	0.16%
62288	6	0.16%
62801	6	0.16%
62864	6	0.16%
62881	6	0.16%
62214	5	0.13%
62255	5	0.13%
62289	5	0.13%
62024	4	0.10%
62084	4	0.10%
62272	4	0.10%
62282	4	0.10%
62891	4	0.10%
62907	4	0.10%
63026	4	0.10%
63129	4	0.10%
63301	4	0.10%
63303	4	0.10%
62018	3	0.08%
62035	3	0.08%
62046	3	0.08%
62202	3	0.08%
62248	3	0.08%
62882	3	0.08%
63031	3	0.08%
63116	3	0.08%
63121	3	0.08%
29412	2	0.05%
38316	2	0.05%
39772	2	0.05%
46311	2	0.05%

62241	2	0.05%
62244	2	0.05%
62256	2	0.05%
62274	2	0.05%
62414	2	0.05%
62553	2	0.05%
62828	2	0.05%
62832	2	0.05%
62853	2	0.05%
62888	2	0.05%
63005	2	0.05%
63021	2	0.05%
63038	2	0.05%
63080	2	0.05%
63088	2	0.05%
63102	2	0.05%
63105	2	0.05%
63108	2	0.05%
63111	2	0.05%
63118	2	0.05%
63119	2	0.05%
63125	2	0.05%
63128	2	0.05%
63130	2	0.05%
63138	2	0.05%
63146	2	0.05%
63368	2	0.05%
63376	2	0.05%
83642	2	0.05%
99203	2	0.05%
23608	1	0.03%
23665	1	0.03%
38016	1	0.03%
60202	1	0.03%
60439	1	0.03%
60502	1	0.03%
60560	1	0.03%
61550	1	0.03%
62010	1	0.03%
62012	1	0.03%
62016	1	0.03%

62061	1	0.03%
62077	1	0.03%
62097	1	0.03%
62217	1	0.03%
62233	1	0.03%
62253	1	0.03%
62273	1	0.03%
62277	1	0.03%
62295	1	0.03%
62401	1	0.03%
62454	1	0.03%
62471	1	0.03%
62612	1	0.03%
62704	1	0.03%
62810	1	0.03%
62837	1	0.03%
62838	1	0.03%
62846	1	0.03%
62848	1	0.03%
62859	1	0.03%
62896	1	0.03%
62924	1	0.03%
62932	1	0.03%
63025	1	0.03%
63034	1	0.03%
63090	1	0.03%
63104	1	0.03%
63106	1	0.03%
63112	1	0.03%
63115	1	0.03%
63123	1	0.03%
63131	1	0.03%
63136	1	0.03%
63137	1	0.03%
63140	1	0.03%
63366	1	0.03%
63379	1	0.03%
63385	1	0.03%
63664	1	0.03%
63937	1	0.03%
65466	1	0.03%

68130	1	0.03%
78412	1	0.03%

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

Patients living within the Metroeast service area are presently unable to receive care in an ambulatory surgery center setting locally for general surgery, plastics and gynecology procedures. There are no existing surgery centers in this area that provide these services. Also, few ambulatory surgery centers are accommodating of Medicaid covered patients.

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

The Applicant has reviewed the services offered and the accessibility of Medicaid coverage as reported to the Review Board in the Annual Facility Questionnaires and in the Board's annual "Inventory of Healthcare Services".

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

This Project will allow residents to obtain surgical services within the area for procedures in the specialties of general surgery, plastics and gynecology in addition to endoscopic services presently offered at Metroeast. Patients often prefer an ambulatory center setting not only because of the lower cost, but also because the setting is often more convenient and patient-centric. In addition, unlike many other ASTC, Metroeast has been welcoming to Medicaid patients. In 2017 14.7% of Metroeast patients were Medicaid.

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

Metroeast's goal is to increase general surgery, plastics, and gynecology to better serve area residents. None of these services are presently available at any other surgical center within the 17 mile radius of Metroeast, which includes the city of Belleville. These patients must presently travel outside the local area, and in many cases, to the state of

Missouri to receive this care in an ambulatory treatment center facility. The goal is to serve and retain these patients to the area and state so that they can receive quality care closer to their home. Another goal is to offer ongoing access to care for Medicaid patients through continued contracting with Medicaid managed care organizations. Metroeast's goal is to begin providing these services within 6 months after Review Board approval. Architectural work for the modernization is complete.

Section III, Alternatives

Attachment 13

Alternatives

The Applicant considered several options prior to determining that the proposed project to construct one additional procedure room and add additional specialties of general surgery, plastic surgery and gynecology was the best alternative.

Specifically, the Applicant considered the following options: (1) do nothing, (2) utilize existing facilities elsewhere, (3) construct an additional operating room outside the current footprint, and (4) joint venture a and (5) start the proposed project of modifying its existing facility by constructing one additional procedure room and adding additional specialties of general surgery, plastic surgery and gynecology.

1. **Do Nothing:** The Applicant first considered maintaining the status quo and doing nothing except providing the gastroenterology care that it has been providing to patients in the service area. The Applicant rejected this option because it recognized that area residents are in need of additional ambulatory surgical treatment options, including general surgery, plastic surgery and gynecology, in their own community. The Applicant is able to provide such care with minimal changes to its existing facility.
2. **Utilize Existing Facilities:** The Applicant considered utilizing existing ambulatory surgical treatment centers, however, because there are no ASTCs within a seventeen mile radius of the Applicant's facility currently performing these specialties, the Applicant rejected this option.
3. **Construct an addition to the Center:** The Applicant considered adding new square footage to the existing building to create a new operating room. To construct 2,500

square footage of additional space would cost approximately \$1,000,000. The Applicant rejected this alternative because of the unnecessary cost.

4. **Joint Venture with Other Providers:** Metroeast is an existing surgery center proposing to add services within its existing footprint and does not appear to be the type of project that would lend itself to a joint venture arrangement.

5. **Proposed Alternative:** The proposed project of constructing one (1) additional procedure room in the Applicant's existing single specialty facility and adding additional specialties of general surgery, bariatric, plastic surgery and gynecology, is the best option available to efficiently and economically broaden the health care options offered to area residents.

The Applicant ultimately elected to modify its existing facility through minor adjustments. Specifically, by constructing one (1) additional procedure room and making other minor adjustments, the Applicant will be fully capable of providing the additional specialties of general surgery, plastic surgery and gynecology that are desperately needed by patients in its service area.

Comparison of Alternatives

Alternative - Downtown Medical Office Building	Cost	Pros	Cons
Project of Greater Scope Construct 2,500 sf of new construction for additional OR	\$1,180,000	Creates additional space	Unnecessary cost
Project of Lesser Scope The only project of lesser scope would be to do nothing		Applicant could have done nothing and saved costs and expenses of project	Patients would not receive care in their own community
Joint Venture The facility is an existing facility and creating a new joint venture to simply add specialties does not create any benefit	N/A	None	No Benefit
Utilize Existing Facilities			
	N/A	Not possible	There are no existing surgery centers that offer the proposed specialties in the area
Proposed Project	\$180,000	Cost is minimal.	There is some cost

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	2,642	5,500	(2,855)	

The proposed project will modernize 1882 square feet of the existing 2642 square feet of clinical space in the current facility and will construct 22 square feet of new space for medical gases.

Because endoscopy suites are smaller than general surgery suites, the construction of one additional procedure room will fit within the facility's existing footprint – only an additional 22 square feet will need to be added to house medical gas supply. Thus, there are only minimal changes necessary to achieve this goal.

The proposed project is well within the permissible 2,750 square feet per operating room allowed under Review Board standards. The proposed project has been reviewed by architects, including Enrique J. Unanue, AIA, NCARB, ACHA, to ensure compliance with IDPH design standards.

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.

Year	Service	Historical	Projected	State Standard	ORs	Metro
2015	ASTC	1,198	N/A	1,500	1	No
2016	ASTC	1,610	N/A	1,500	1	Yes
2017	ASTC	1,542	N/A	1,500	1	Yes
2018	ASTC	N/A	N/A	1,500	1	
2019	ASTC		N/A	3,000	1-2	No
2020	ASTC		3,008	3,000	2	Yes
2021	ASTC		3,027	3,000	2	Yes

Metroeast is currently operating in excess of the state standard of 1,500 hours for its one operating room. 2018 utilization numbers have not been finalized. 2019 projection cannot be accurately projected because of the difficulty in projecting the exact date the second operation room would be placed into operation. The Applicant anticipates that it will reach target utilization in the second full year of operation. Physician referral letters are attached.

YEAR 1

SURGERY AREA	PROPOSED PROCEDURES	TOTAL SURGERY TIME (HOURS)	AVERAGE CASE TIME (HOURS)*
Gastroenterology	4398	1923	0.43
General Surgery	299	597	1.99
Gynecology	133	201	1.51
Plastic Surgery	115	287	2.50

Total Year 1 4945 3008

Year 2

SURGERY AREA	PROPOSED PROCEDURES	TOTAL SURGERY TIME (HOURS)*	AVERAGE CASE TIME (HOURS)*
Gastroenterology	4447	1933	0.43
General Surgery	301	599	1.99
Gynecology	136	205	1.51
Plastic Surgery	117	291	2.49

Total Year 2 4961 3027

* Includes prep and clean-up time.

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

Not applicable. The only areas for clinical services will be the surgery center.

A letter attesting to the fact 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.

**METROEAST ENDOSCOPIC SURGERY CENTER
5023 NORTH ILLINOIS STREET
FAIRVIEW HEIGHTS, IL 62208
618-239-0678/618-233-0700
FAX: 800-516-2392**

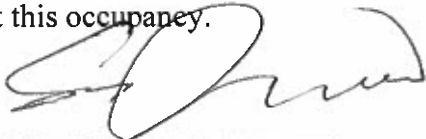
February 20, 2019

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

Re: Metroeast Endoscopic Surgery Center – Permit Application – Assurance of
Occupancy

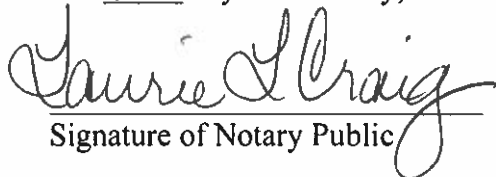
Dear Ms. Avery:

This letter attests to the fact that if this Project is approved by the Illinois Health Facilities and Services Review Board, Metroeast Endoscopic Surgery Center 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. Metroeast Endoscopic Surgery Center reasonably expects to meet this occupancy.

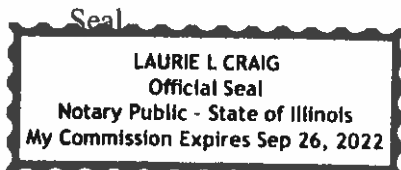


Shakeel Ahmed, M.D.
President

Notarization:
Subscribed and sworn to before me
this 20th day of February, 2019



Signature of Notary Public



Section V, Service Specific Review Criteria

Attachment 24

Non-Hospital Based Ambulatory Surgery

1. Services to GSA Residents

2. Patient Home Zip Code	Number of Patients	Percentage of Total Patients
62269	459	11.96%
62226	322	8.39%
62221	308	8.03%
62208	286	7.45%
62234	209	5.45%
62040	208	5.42%
62223	161	4.20%
62220	143	3.73%
62258	127	3.31%
62206	91	2.37%
62232	89	2.32%
62205	79	2.06%
62204	76	1.98%
62203	75	1.95%
62254	69	1.80%
62025	60	1.56%
62294	53	1.38%
62207	50	1.30%
62260	50	1.30%
62060	43	1.12%
62298	43	1.12%
62201	42	1.09%
62034	35	0.91%
62265	34	0.89%
62285	33	0.86%
62243	32	0.83%
62293	31	0.81%

62264	30	0.78%
62249	29	0.76%
62062	25	0.65%
62230	25	0.65%
62231	22	0.57%
62278	21	0.55%
62002	20	0.52%
62239	20	0.52%
62281	19	0.50%
62236	16	0.42%
62271	15	0.39%
62257	12	0.31%
62286	12	0.31%
62088	11	0.29%
62240	11	0.29%
62216	10	0.26%
62225	10	0.26%
62095	9	0.23%
62215	8	0.21%
62222	8	0.21%
62245	8	0.21%
62292	8	0.21%
62237	7	0.18%
62246	7	0.18%
62263	7	0.18%
62966	7	0.18%
62052	6	0.16%
62059	6	0.16%
62090	6	0.16%
62275	6	0.16%
62288	6	0.16%
62801	6	0.16%
62864	6	0.16%
62881	6	0.16%
62214	5	0.13%
62255	5	0.13%
62289	5	0.13%
62024	4	0.10%
62084	4	0.10%
62272	4	0.10%
62282	4	0.10%

ATTACHMENT 24

62891	4	0.10%
62907	4	0.10%
63026	4	0.10%
63129	4	0.10%
63301	4	0.10%
63303	4	0.10%
62018	3	0.08%
62035	3	0.08%
62046	3	0.08%
62202	3	0.08%
62248	3	0.08%
62882	3	0.08%
63031	3	0.08%
63116	3	0.08%
63121	3	0.08%
29412	2	0.05%
38316	2	0.05%
39772	2	0.05%
46311	2	0.05%
62241	2	0.05%
62244	2	0.05%
62256	2	0.05%
62274	2	0.05%
62414	2	0.05%
62553	2	0.05%
62828	2	0.05%
62832	2	0.05%
62853	2	0.05%
62888	2	0.05%
63005	2	0.05%
63021	2	0.05%
63038	2	0.05%
63080	2	0.05%
63088	2	0.05%
63102	2	0.05%
63105	2	0.05%
63108	2	0.05%
63111	2	0.05%
63118	2	0.05%
63119	2	0.05%
63125	2	0.05%

ATTACHMENT 24

63128	2	0.05%
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63138	2	0.05%
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63368	2	0.05%
63376	2	0.05%
83642	2	0.05%
99203	2	0.05%
23608	1	0.03%
23665	1	0.03%
38016	1	0.03%
60202	1	0.03%
60439	1	0.03%
60502	1	0.03%
60560	1	0.03%
61550	1	0.03%
62010	1	0.03%
62012	1	0.03%
62016	1	0.03%
62061	1	0.03%
62077	1	0.03%
62097	1	0.03%
62217	1	0.03%
62233	1	0.03%
62253	1	0.03%
62273	1	0.03%
62277	1	0.03%
62295	1	0.03%
62401	1	0.03%
62454	1	0.03%
62471	1	0.03%
62612	1	0.03%
62704	1	0.03%
62810	1	0.03%
62837	1	0.03%
62838	1	0.03%
62846	1	0.03%
62848	1	0.03%
62859	1	0.03%
62896	1	0.03%
62924	1	0.03%

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62932	1	0.03%
63025	1	0.03%
63034	1	0.03%
63090	1	0.03%
63104	1	0.03%
63106	1	0.03%
63112	1	0.03%
63115	1	0.03%
63123	1	0.03%
63131	1	0.03%
63136	1	0.03%
63137	1	0.03%
63140	1	0.03%
63366	1	0.03%
63379	1	0.03%
63385	1	0.03%
63664	1	0.03%
63937	1	0.03%
65466	1	0.03%
68130	1	0.03%
78412	1	0.03%

3. Service Demand

Year	Service	Historical	Projected	State Standard	ORs	Metro
2015	ASTC	1,198	N/A	1,500	1	No
2016	ASTC	1,610	N/A	1,500	1	Yes
2017	ASTC	1,542	N/A	1,500	1	Yes
2018	ASTC	N/A	N/A	1,500	1	
2019	ASTC		N/A	3,000	1-2	No
2020	ASTC		3,008	3,000	2	Yes
2021	ASTC		3,027	3,000	2	Yes

Metroeast is currently operating in excess of the state standard of 1,500 hours for its one operating room. 2018 utilization numbers have not been finalized. 2019 projection cannot be accurately projected because of the difficulty in projecting the exact date the second operation room would be placed into operation. The Applicant anticipates that it will reach target utilization in the second full year of operation. Physician referral letters are attached.

4. Treatment Room Need Assessment

Metroeast currently operates in excess of the state standard of 1,500 hours per operation room. In 2016 Metroeast had 1,610 hours of surgery and 1,542 in 2017. Using the Board's methodology of rounding up, Metroeast meets the historical utilization to justify the two operating rooms.

5. Staffing

As part of expanding to a two procedure room ambulatory surgical treatment center, the Applicant intends to hire a full-time RN for the second procedure room, as well as two extra nurses for pre and post-operative care and a medical assistant for ancillary support. The Applicant will also hire a CRNA for anesthesia services.

An affiliate of the Applicant operates a fully staffed medical office immediately adjacent and in the same building as the Applicant. The staff from this office will transition to the new positions at the Applicant. Attached are the names and letters of intent from these individuals indicating their intent to work for the Applicant if the Review Board approves the proposed project.

6. 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 is attached. 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).

7. 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.

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

Dear Review Board:

I am a physician specializing in Gynecology. I write to you in support of the expansion of Metroeast Endoscopic Surgery Center. Please accept this letter to verify my anticipated referrals to Metroeast Endoscopic Surgery Center upon approval of the pending application to add Gynecology.

During the past 12 months, I have performed a total of 250+ surgical procedures at the hospitals and surgery centers identified in Table 1 below. Due to technological advances, outpatient procedures have become a growing part of my surgical practice, and I expect similar or larger case volume going forward. With the addition of these specialties at Metroeast Endoscopic Surgery Center, I expect to refer patient volume in Table 1 below.

Table 1 - Historical and Projected referrals		
Procedure Location	Historical No. of Cases Referred	Projected No. of Referrals to MESC
Mercy South Hospital	101	101
St. Luke's Hospital	20	20
Mercy Hospital	5	5
Missouri Baptist Hospital	5	5
DePaul Hospital	2	2
Total	133	133

A list of the zip codes of residence for associated patients treated in the last 12 months is provided below. My projected patient procedure to be performed at Metroeast Endoscopic Surgery Center will primarily come from the geographic service area of Metroeast Endoscopic Surgery Center.

Table 2 - Patient Location	
Zip Code of Patient Residence	Number of Patients
63128	38
63123	17
63126	3
63129	11
63017	15
63141	16
63131	20
63146	8
63011	5


This information contained in this letter is true and correct to the best of my knowledge. The anticipated referral volumes noted in Table 1 have not been used to support another pending or approved certificate of need application.

I support the proposed expansion of the Gynecology specialty at Metroeast Endoscopic Surgery Center and urge the Health Facilities and Services Review Board to approve this application.

The main procedure I intend to perform at Metroeast Endoscopic Surgery Center are:

- D&C
- Hysteroscopy
- Operative hysteroscopy
- Diagnostic laparoscopy
- laparoscopic BSO
- anterior colporrhaphy
- posterior colporrhaphy
- colpocleisis
- cystoscopy
- intradetrusor botox injections
- perineorrhaphy
- macroplastique bulking agent injections
- stage 1 sacral neuromodulation
- stage 2 sacral neuromodulation
- PNE trials
- mid-urethral sling

Sincerely,

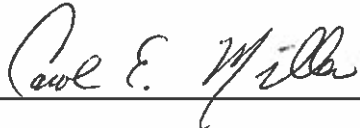
 (signature)

Print name: Faresa Khan, MD

Practice address:

Subscribed and sworn to me

This 18th day of February, 2019


Notary Public



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

Dear Review Board:

I am a physician specializing in General Surgery. I write to you in support of the expansion of Metroeast Endoscopic Surgery Center. Please accept this letter to verify my anticipated referrals to Metroeast Endoscopic Surgery Center upon approval of the pending application to add General Surgery.

During the past 12 months, I have performed a total of 200 surgical procedures at the hospitals and surgery centers identified in Table 1 below. Due to technological advances, outpatient procedures have become a growing part of my surgical practice, and I expect similar or larger case volume going forward. With the addition of these specialties at Metroeast Endoscopic Surgery Center, I expect to refer patient volume in Table 1 below.

Table 1 - Historical and Projected referrals		
Procedure Location	Historical No. of Cases Referred	Projected No. of Referrals to MESC
Des Peres Hospital	282	282
Gateway Hospital	20	20
Total	302	302

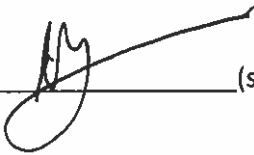
A list of the zip codes of residence for associated patients treated in the last 12 months is provided below. My projected patient procedure to be performed at Metroeast Endoscopic Surgery Center will primarily come from the geographic service area of Metroeast Endoscopic Surgery Center

Table 2 - Patient Location	
Zip Code of Patient Residence	Number of Patients
63131	94
63017	56
63122	40
63011	44
63141	35
62040	27
62234	6

This information contained in this letter is true and correct to the best of my knowledge. The anticipated referral volumes noted in Table 1 have not been used to support another pending or approved certificate of need application.

I support the proposed expansion of surgical specialties at Metroeast Endoscopic Surgery Center and urge the Health Facilities and Services Review Board to approve this application.

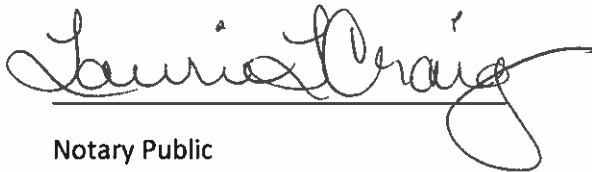
Sincerely,


_____(signature)

Print name: Howard Lederer, MD

Practice address:

Subscribed and sworn to me
This 25 day of February, 2019



Notary Public



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

Dear Review Board:

I am a physician specializing in Plastic Surgery. I write to you in support of the expansion of Metroeast Endoscopic Surgery Center. Please accept this letter to verify my anticipated referrals to Metroeast Endoscopic Surgery Center upon approval of the pending application to add Plastic Surgery.

During the past 12 months, I have performed a total of 250+ surgical procedures at the hospitals and surgery centers identified in Table 1 below. Due to technological advances, outpatient procedures have become a growing part of my surgical practice, and I expect similar or larger case volume going forward. With the addition of these specialties at Metroeast Endoscopic Surgery Center, I expect to refer patient volume in Table 1 below.

Table 1 - Historical and Projected referrals		
Procedure Location	Historical No. of Cases Referred	Projected No. of Referrals to MESC
St. Mary's Hospital	250	90
Office at 16216 Baxter Rd, 63017	50	25
Total	300	115

A list of the zip codes of residence for associated patients treated in the last 12 months is provided below. My projected patient procedure to be performed at Metroeast Endoscopic Surgery Center will primarily come from the geographic service area of Metroeast Endoscopic Surgery Center.

Table 2 - Patient Location	
Zip Code of Patient Residence	Number of Patients
63131	78
63141	51
63017	84
63011	58
63124	29

This information contained in this letter is true and correct to the best of my knowledge. The anticipated referral volumes noted in Table 1 have not been used to support another pending or approved certificate of need application.

I support the proposed expansion of the Plastic Surgery specialty at Metroeast Endoscopic Surgery Center and urge the Health Facilities and Services Review Board to approve this application.

The main procedure I intend to perform at Metroeast Endoscopic Surgery Center are:

Liposuction
Abdominoplasty
Breast augmentation
Breast reduction
Carpal Tunnel release
Blepharoplasty
Rhytidectomy
Cubital Tunnel release
Otoplasty
Rhinoplasty
Debridement of wounds
Split thickness skin graft
ORIF of hand fractures
Mastopexy

Sincerely,

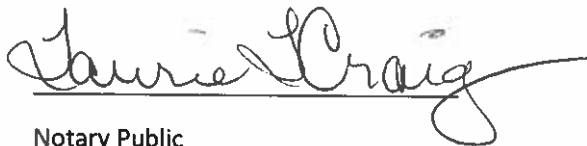
 (signature)

Print name: Stanley Librach, MD, DDS

Practice address:

Subscribed and sworn to me

This 25 day of February, 2019



Notary Public



ATTACHMENT-24

Metroeast Endoscopic Surgery Center
5023 North Illinois St.
Fairview Heights, IL 62208
618-233-0700

I Kate Clark, will be available to work at Metroeast Endoscopic Surgery Center and assist with surgeries once the second room at the ambulatory surgery center is approved.

Signed 

Date 2/25/19

Metroeast Endoscopic Surgery Center
5023 North Illinois St.
Fairview Heights, IL 62208
618-233-0700

I Mallory Antoniou, will be available to work at Metroeast Endoscopic Surgery Center and assist with surgeries once the second room at the ambulatory surgery center is approved.

Signed Mallory Antoniou

Date 2/23/19

Metroeast Endoscopic Surgery Center
5023 North Illinois St.
Fairview Heights, IL 62208
618-233-0700

I, Jasmine Lewis, will be available to work at Metroeast Endoscopic Surgery Center and assist with surgeries once the second room at the ambulatory surgery center is approved.

Signed Jasmine Lewis

Date 2/25/19

Metroeast Endoscopic Surgery Center
5023 North Illinois St.
Fairview Heights, IL 62208
618-233-0700

I Elizabeth Monroe, will be available to work at Metroeast Endoscopic Surgery Center and assist with surgeries once the second room at the ambulatory surgery center is approved.

Signed Elizabeth Monroe

Date 02/25/19

ATTACHMENT-24

**METROEAST ENDOSCOPIC SURGERY CENTER
5023 NORTH ILLINOIS STREET
FAIRVIEW HEIGHTS, IL 62208
618-239-0678/618-233-0700
FAX: 618-235-0471**

January 29, 2019

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

RE: Charge Commitment

Dear Review Board Member(s):

Pursuant to 77 Ill Admin Code 110.1540 (g), I hereby commit that the attached charge schedule will not be increased, at a minimum, for the first two years of operation following the approval to expand the surgery center unless a permit is first obtained pursuant to 77 Ill Admin Code 1110.310(a).

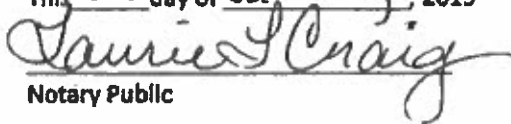
Sincerely,



Shakeel Ahmed, MD
Medical Director
Metroeast Endoscopic Surgery Center

Subscribed and sworn to me

This 29 day of January, 2019



Notary Public



Metroeast Endoscopic Surgery Center
Fee Schedule Development

CPT	CPT Description	Recommended Fee
General Surgery and Bariatric Surgery:		
Various	Lesion Removal	\$2,943
4756Z	Lap cholecystectomy	\$14,300
49650	Lap inguinal hernia	\$14,300
49000	Exploratory laparoscopy	\$6,073
36561	Port a cath placement	\$11,939
Various	Biopsy	\$2,943
43631-43633	Steeve gastrectomy	\$9,412
Plastic Surgery:		
15876	Liposuction (head and neck)	\$8,901
15877	Liposuction (trunk)	\$8,901
15878	Liposuction (upper extremity)	\$5,724
15879	Liposuction (lower extremity)	\$8,901
15830	Abdominoplasty	\$9,678
19324	Breast Augmentation (without prosthetic implant)	\$15,578
19325	Breast Augmentation (with prosthetic implant)	\$16,455
19318	Breast Reduction	\$15,578
64721	Carpal Tunnel Release (open procedure)	\$7,367
29848	Carpal Tunnel Release (arthoscopic procedure)	\$11,983
64718	Cubital Tunnel Release	\$7,367
15820	Blepharoplasty (lower eyelid)	\$8,901
15821	Blepharoplasty (with extensive herniated fat pad)	\$8,901
15822	Blepharoplasty (upper eyelid)	\$8,901
15823	Blepharoplasty (with excessive skin weighting down lid)	\$5,724
15824	Rhytidectomy (forehead)	\$8,901
15825	Rhytidectomy (neck with platysmal tightening)	\$8,901
15826	Rhytidectomy (glabellar frown lines)	\$8,901
15828	Rhytidectomy (cheek, chin, neck)	\$8,901
15829	Rhytidectomy (superficial musculoaponeurotic system SMAS)	\$8,901
69300	Otoplasty	\$9,716
30400	Rhinoplasty (primary, lateral and alar cartilages and/or elevation of nasal tip)	\$16,095
30410	Rhinoplasty (complete, external parts, including bony pyramid, lateral and alar cartilages and/or elevation of nasal tip)	\$16,095
30420	Rhinoplasty (including the nasal septal repair)	\$16,095
97597	Debridement of Wounds (selective)	\$3,806
97598	Debridement of Wounds (each additional 20 sq cm)	\$3,806
97602	Debridement of Wounds (non-selective)	\$3,806
15100	Split Thickness Skin Graft (trunk, arms, legs, first 100 sq cm or less)	\$8,901
15101	Split Thickness Skin Graft (each additional 100 sq cm)	\$8,901
15120	Split Thickness Skin Graft (face, scalp, eyelids, mouth, neck, ears, orbits, genitalia, hands, feet, and/or multiple digits, first 100 sq cm or less)	\$8,901
15121	Split Thickness Skin Graft (each additional 100 sq cm)	\$8,901
19316	Mastectomy	\$11,926
Gynecology:		
49320	Diagnostic Laparoscopy	\$13,490
5866Z	Laser Laparoscopy	\$14,300
58575	Laparoscopic Hysterectomy	\$14,116
58563	Hysteroscopy - Laparoscopic	\$14,301
58555	Hysteroscopy - Diagnostic	\$8,868
58120	Hysteroscopy - D & C	\$7,326
58670	Tubal Ligation - Laparoscopic	\$14,300
58600	Tubal Ligation - Incisional	\$11,939
56501	Laser Ablation of Condyloma	\$7,191
56515	Laser Ablation of Condyloma	\$8,473

January 29, 2019

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

Dear Review Board Member(s);

Pursuant to 77 Ill. Administrative 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 the ASC services, and if outcomes do not meet those standards, that a quality improvement plan will be initiated.

Sincerely,

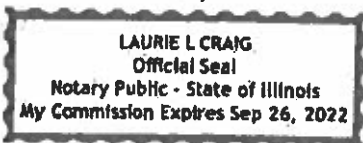


Shakeel Ahmed, M.D.
Medical Director/Owner
Metroeast Endoscopic Surgery Center, LLC

Subscribed and sworn to me
This 29 day of January, 2019



Laurie L. Craig
Notary Public



Section VI, Availability of Funds

Attachment 33

This project will be funded by cash on hand. Because Metroeast Endoscopic Surgery Center, LLC is owned 100% by one single owner – Dr. Ahmed, there are no audited financial statements available. To support the fact that there is sufficient fund to cover the cost of the proposed Project, Dr. Ahmed provides the enclosed letter from Mr. Aaron Vicker from Buckingham Strategic Wealth noting the sufficiency of cash available for the Project.

NOT APPLICABLE

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]:

<p>\$180,000</p> <hr style="width: 100%; margin-top: 20px;"/> <hr style="width: 100%; margin-top: 20px;"/> <hr style="width: 100%; margin-top: 20px;"/> <hr style="width: 100%; margin-top: 20px;"/> <hr style="width: 100%; margin-top: 20px;"/> <hr style="width: 100%; margin-top: 20px;"/>	<p>a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:</p> <ol style="list-style-type: none"> 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; <p>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.</p> <p>c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;</p> <p>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:</p> <ol style="list-style-type: none"> 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. <p>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;</p> <p>f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;</p>
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_____	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
\$180,000	TOTAL FUNDS AVAILABLE



**BUCKINGHAM
STRATEGIC WEALTH**

8182 Maryland Ave.
Suite 500
St. Louis, MO 63105

800.711.2027
314.725.0455

February 15, 2019

To whom it may concern:

My name is Aaron Vickar and I serve as the Wealth Advisor for Dr. Ahmed. I can confirm he has over \$400,000 in cash available in a taxable (non-IRA) account available for immediate withdrawal if needed.

If you have any questions please do not hesitate to ask.

Thank you.

Aaron Vickar

Aaron Vickar
Wealth Advisor

BUCKINGHAM STRATEGIC WEALTH

avickar@bamadvisor.com | 314.743.2241 (direct) | 800.711.2027, ext. 241
8182 Maryland Ave. Suite 500, St. Louis, MO 63105

ATTACHMENT-33

Section VII, Financial Viability

Attachment 34

Financial Viability Waiver

Not applicable because all of the proposed project's capital expenditures are completely funded through internal sources.

Section VII, Financial Viability

Attachment 35

Financial Viability Ratios

Not applicable because all of the proposed project's capital expenditures are completely funded through internal sources.

Section X, Economic Feasibility

Attachment 36

Economic Feasibility

A. Reasonableness of Financing Arrangements.

Not applicable. The project will be financed entirely by internal cash resources.

B. Conditions of Debt Financing.

Not applicable. The project will be financed entirely by internal cash resources.

C. Reasonableness of Project and Related Costs.

The Project is essentially for the modernization of 1,882 square feet of existing space. The construction of the 22 square feet of external medical gas service is incidental to the modernization of the project and the project costs have been included combined into the modernization cost.

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)	
ASTC		\$52.52			1,904			\$100,000	\$100,000
Contingency		2.63			1,904			5,000	5,000
TOTALS		\$55.15			1,904			\$100,000	\$105,000

* Include the percentage (%) of space for circulation

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	\$174,767
Supplies	\$100,000
Total Operating Costs	\$274,767

Additional Workload Units	477
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Annual Operating Cost Per Unit	\$614.70
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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	\$9,600
Expected Incremental Procedures	447
Cost Per Procedure	\$21.48

Section X, Charity Care Information

Attachment 38

CHARITY CARE			
	2015	2016	2017
Net Patient Revenue	2,178,073	3,971,552	2,705,717
Amount of Charity Care (charges)	6,000	9,850	16,500
Cost of Charity Care	6,000	9,850	16,500
Ratio of Charity Care Cost to Net Patient Rev.	0%	0%	1%