ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

This Section must be completed for all projects.

Facility/Project Identification
Facility Name: Burr Ridge Birth Center
Street Address: 7000 County Line Road
City and Zip Code: Burr Ridge 60527
County: DuPage Health Service Area: Obstetrics Health Planning Area: A-05
Applicant(s) [Provide for each applicant (refer to Part 1130.220)]
Exact Legal Name: Burr Ridge Birth Center, LLC.
Street Address: c/o Birth Partners, Inc. 2107 Crimson Lane
City and Zip Code: Bloomington 61704
Name of Registered Agent: Dele Ogunleye, MD
Registered Agent Street Address: 2107 Crimson Lane
Registered Agent City and Zip Code: Bloomington 61704
Name of Chief Executive Officer: Dele Ogunleye, MD, President
CEO Street Address: 2107 Crimson Lane
CEO City and Zip Code: Bloomington 61704
CEO Telephone Number: 309 533 2634
OLD TOTAL NUMBER OF SECTION AND SECTION AN
Type of Ownership of Applicants
Type of Ownership of Applicatios
☐ Non-profit Corporation ☐ Partnership
For-profit Corporation Governmental
Limited Liability Company Sole Proprietorship Other
Other
Corporations and limited liability companies must provide an Illinois certificate of good
standing.
Partnerships must provide the name of the state in which they are organized and the name and
address of each partner specifying whether each is a general or limited partner.
APPEND DOCUMENTATION AS ATTACHMENT 1 IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE
APPLICATION FORM.
Drimons Contact (Descendence ALL community Contact Con
Primary Contact [Person to receive ALL correspondence or inquiries] Name: Kathleen Lorenz
Title: Consultant
Company Name: Birth Partners, Inc.
Address: c/o 2107 Crimson Lane, Bioomington, IL 61704
Telephone Number: 309-531-1884
E-mail Address: ktlorenz18@gmail.com
Fax Number: NA
Additional Contact [Person who is also authorized to discuss the application for permit]
Name: Laura Wiegand
Title: Vice President/Chief Operating Officer
Company Name: Birth Partners, Inc.
Address: c/o 2107 Crimson Lane, Bloomington, IL 61704
Telephone Number: 309 361 9199
E-mail Address: lauraw@obgyncare.com
Fax Number: NA

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]

EMPLOYED BY THE LICENSED HEALTH CARE FACILITY AS DEFINED AT 20 ILCS 3960]
Name: Sarah Stetina, CNM
Title: Director of Midwifery and Nursing Services
Company Name: Burr Ridge Birth Center, LLC
Address: 7000 County Line Road, Burr Ridge, IL 60527
Telephone Number: 630-373-3036
E-mail Address: sarah.stetina@gmail.com
Fax Number: NA
Site Ownership [Provide this information for each applicable site]
Exact Legal Name of Site Owner: Midland Equities, LLC
Address of Site Owner: 17W620 14th Street Suite 201, OakBrook Terrace, IL 60181
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: Burr Ridge Birth Center, LLC Address: 7000 County Line Road, Burr Ridge, IL 60527
□ Non-profit Corporation □ Partnership □ For-profit Corporation □ Governmental □ Limited Liability Company □ Sole Proprietorship □ Other ○ Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. ○ Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. ○ 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 <u>ATTACHMENT 4</u> , 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 plainc 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 <u>ATTACHMENT 6.</u> IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

DESCRIPTION OF PROJECT

1. [Checl	Project Classification k those applicable - refer to Part 1110.20 and Part 1120.20(b)]
_	1110 Classification:	
\boxtimes	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.

This project is for the establishment of a freestanding birthing center in Burr Ridge, IL. In accordance with 210 ILCS 3/35 Alternative Health Care Delivery Act (the Act), the proposed birth center will meet the definition set forth in the Act, as follows: an alternative health care delivery model that is exclusively dedicated to serving the childbirth-related needs of women and their newborns and has no more than 10 beds. A birth center is a designated site that is away from the mother's usual place of residence and in which births are planned to occur following a normal, uncomplicated, and low-risk pregnancy.

The proposed birthing center will do business as Burr Ridge Birth Center (BRBC, or the Center), and will offer an out-of-hospital birthing service to those who are low risk and who want to choose a safe alternative in a comfortable environment that minimizes the use of technology and is cost effective. BRBC expects to deliver about 300 births in year one and growing to well over 500 in its second and third year of operation. The Center will operate as a closed model for the Certified Nurse Midwives employed by the Center, meaning no freelance midwives will be allowed to practice at the Center; and the employed staff will offer an array of educational classes to their patients, including childbirth education, diet/exercise.

The owners of BRBC have entered into a lease agreement with Midland Equities, LLC., to occupy approximately 6,400 square feet of useable space, at a vacant one-story building at 7000 County Line Road. The available building is located in an existing Planned Unit Development (PUD), at the corner of County Line Road and Veterans Boulevard, in B-1 Zone for commercial uses. The leased space will be transformed into a birth center in accordance with the IDPH licensing requirements, including three birthing rooms, designated space for prenatal visits and antepartum testing, a nurses station, separate clean and soiled linen rooms, conference/training space for community education services, private office space, on-call sleeping quarters, elevator and stair access for gurney traffic, and a waiting and kitchen area that is personal and home-like for family to gather during the labor experience.

The proposed birth center is a <u>substantive</u> project because it is offering a new service not otherwise offered in Burr Ridge, IL (Illinois Health Planning Area A-05). Burr Ridge Birth Center will be the first such birth center in A-05 Planning Area, the boundaries of which follow DuPage County. The Center will be the third birth center in the state, and only the second in the combined areas of Cook, DuPage, Kane, Lake, McHenry and Will Counties. Based on a review of the birth centers listed by the American Association of Birth Centers, there are currently a total of two freestanding birth centers in operation in Illinois: one in Cook County at Birth Center at PCC in Berwyn, and one in downstate McLean County at Birth Center of Bloomington-Normal in Bloomington, IL.

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.

	and Sources of Funds		
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	\$42,040		\$42,040
Site Survey and Soil Investigation	\$0		\$0
Site Preparation	\$0		\$0
Off Site Work	\$0		\$0
New Construction Contracts	\$0		\$0
Modernization Contracts *	\$1,017,897		\$1 ,017,897
Contingencies	\$91,703		\$91,703
Architectural/Engineering Fees *	\$62,000		\$62,000
Consulting and Other Fees	\$50,000		\$50,000
Movable or Other Equipment (not in construction contracts) *	\$331,000		\$331,000
Bond Issuance Expense (project related)	\$0		\$0
Net Interest Expense During Construction (project related)	\$0		\$0
Fair Market Value of Leased Space or Equipment	\$129,235	İ	\$129,235
Other Costs To Be Capitalized	200,000		200,000
Acquisition of Building or Other Property (excluding land)	\$0		\$0
TOTAL USES OF FUNDS	\$1,923,875		\$1,923,875
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$0		\$0
Pledges	\$1,445,225		\$1,445,225
Gifts and Bequests	\$0		\$0
Bond Issues (project related)	\$0		\$0
Mortgages	\$0		\$0
Leases (fair market value)	\$0		\$0
Governmental Appropriations	\$0		\$0
Grants	\$0		\$(
Other Funds and Sources (Tenant Improvement Allowance)	\$478,650		\$478,650
TOTAL SOURCES OF FUNDS	\$1,923,875		\$1,923,875

NOTE: ITEMIZATION OF EACH LINE ITEM MUST BE PROVIDED AT ATTACHMENT 7, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

^{*} Note from Applicant: Detailed cost proposals for architect, construction and modernization contracts are included in Appendices A-D

Related Project Costs

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

Land acquisition is related to project
The project involves the establishment of a new facility or a new category of service Yes No
If yes, provide the dollar amount of all non-capitalized operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.
Estimated start-up costs and operating deficit cost is (\$1.2M) through first full fiscal year.
Project Status and Completion Schedules
For facilities in which prior permits have been issued please provide the permit numbers. Indicate the stage of the project's architectural drawings:
I molecular the stage of the project's architectural drawings.
☐ None or not applicable ☐ Preliminary
☐ Schematics ☐ Final Working
Anticipated project completion date (refer to Part 1130.140): DECEMBER 31, 2021
Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140):
Purchase orders, leases or contracts pertaining to the project have been executed. Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies Financial Commitment will occur after permit issuance.
APPEND DOCUMENTATION AS <u>ATTACHMENT 8.</u> IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.
State Agency Submittale (Section 1120 620/a)
State Agency Submittals [Section 1130.620(c)] Are the following submittals up to date as applicable:
Cancer Registry
APORS
All formal document requests such as IDPH Questionnaires and Annual Bed Reports been submitted
☐ All reports regarding outstanding permits
Failure to be up to date with these requirements will result in the application for permit being deemed incomplete.
Permit being deamed incomplete.

→ No response from applicant due to this section not being applicable to birth centers (per technical assistance from HFSRB).

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.**

	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
Dept. / Area		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 <u>ATTACHMENT 9</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

[→] No response from applicant due to this section not being applicable to birth centers (per technical assistance from HFSRB).

Facility Bed Capacity and Utilization

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

FACILITY NAME:			CITY:			
REPORTING PERIOD DATES	: Fro	om:		to:		
Category of Service	Authorized Beds	Admis	sions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical						
Obstetrics			=			
Pediatrics						
Intensive Care						
Comprehensive Physical Rehabilitation						
Acute/Chronic Mental Illness			10.22-0-12			
Neonatal Intensive Care						
General Long Term Care						
Specialized Long Term Care			22-32-30			
Long Term Acute Care						
Other ((identify)						
TOTALS:					M EDRAND KINDON	

[→] No response from applicant due to this section not being applicable to birth centers (per technical assistance from HFSRB).

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;
- 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);
- 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.

The undersigned certifies that he or she has behalf of the applicant entity. The undersign provided herein, and appended hereto, are of	cedures of the Illinois Health Facilities Planning Act. the authority to execute and file this Application on need further certifies that the data and information complete and correct to the best of his or her occrtifies that the fee required for this application is
SIGNATURE SIGNATURE PRINTED NAME PRINTED TITLE	SIGNATURE Laura 5. Wigard. PRINTED NAME PRINTED TITLE
Notarization: Subscribed and swore to before me this day of day unit 2020 Signature of Notaey OFFICIAL SEAL PATRICIA D HARR NOTARY PUBLIC - STATE OF ILLINOIS	Notarization: Subscribed and swom to before methis 2 day of Annuary 2020 Signature of Notary Seal OFFICIAL SEAL PATRICIA D. MARR

SECTION II. DISCONTINUATION

This Section is applicable to the discontinuation of a health care facility maintained by a State agency.

NOTE: If the project is solely for discontinuation and if there is no project cost, the remaining Sections of the application are not applicable.

Criterion 1110.290 – Discontinuation (State-Owned Facilities and All Relocations)

READ THE REVIEW CRITERION and provide the following information:

GENERAL INFORMATION REQUIREMENTS

- 1. Identify the categories of service and the number of beds, if any that is to be discontinued.
- 2. Identify all of the other clinical services that are to be discontinued.
- 3. Provide the anticipated date of discontinuation for each identified service or for the entire facility.
- 4. Provide the anticipated use of the physical plant and equipment after the discontinuation occurs.
- 5. Provide the anticipated disposition and location of all medical records pertaining to the services being discontinued and the length of time the records will be maintained.
- 6. For applications involving the discontinuation of an entire facility, certification by an authorized representative that all questionnaires and data required by HFSRB or DPH (e.g., annual questionnaires, capital expenditures surveys, etc.) will be provided through the date of discontinuation, and that the required information will be submitted no later than 90 days following the date of discontinuation.

REASONS FOR DISCONTINUATION

The applicant shall state the reasons for the discontinuation and provide data that verifies the need for the proposed action. See criterion 1110.290(b) for examples.

IMPACT ON ACCESS

- 1. Document whether or not the discontinuation of each service or of the entire facility will have an adverse effect upon access to care for residents of the facility's market area.
- 2. Document that a written request for an impact statement was received by all existing or approved health care facilities (that provide the same services as those being discontinued) located within 45 minutes travel time of the applicant facility.

APPEND DOCUMENTATION AS <u>ATTACHMENT 10</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

→ No response from applicant due to this section not being applicable this project of a new birth center.

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

- 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.
- 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.
 - 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 <u>ATTACHMENT 11</u>, 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

- 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.
- 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.
- 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 <u>ATTACHMENT 12</u> 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;
- 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.
- The applicant shall provide empirical evidence, including quantified outcome data that verifies improved quality of care, as available.

APPEND DOCUMENTATION AS <u>ATTACHMENT 13.</u> 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:

- 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.
 - 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.

	IZE OF PROJECT		
PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?
	PROPOSED	PROPOSED STATE	PROPOSED STATE DIFFERENCE

APPEND DOCUMENTATION AS <u>ATTACHMENT 14.</u> 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 <u>has established</u> utilization standards or occupancy targets in 77 III. 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.

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

APPEND DOCUMENTATION AS <u>ATTACHMENT 15,</u> IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

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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:
 - Historical utilization for the area for the latest five-year period for which data is available;
 - 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 <u>ATTACHMENT 16.</u> IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

ASSURANCES:

Submit the following:

- 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
- The anticipated date when the shell space will be completed and placed into operation.

APPEND DOCUMENTATION AS <u>ATTACHMENT 17</u>, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

SECTION V. SERVICE SPECIFIC REVIEW CRITERIA

NOTE from Applicant: Pages 15-38 of Section V are not included because they do not apply to Birth Center projects. Similarly, Attachments 18-31 are not included either, as they do not apply to Birth Center projects.

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:

BIRTH CENTER – REVIEW CRITERIA

These criteria are applicable only to those projects or components of projects involving a birth center.

Criterion 77 IAC 1110.275(b)(1) - "Location"

- Document that the proposed birth center will be located in one of the geographic areas, as provided in the Alternative Healthcare Delivery Act.
- Document that the proposed birth center is owned or operated by a hospital; or owned or operated by a federally qualified health center; or owned and operated by a private person or entity.

Criterion 77 IAC 1110.275(b)(2) – "Service Provision to a Health Professional Shortage Area"

Document whether the proposed site is located in or will predominantly serve the residents of a health professional shortage area. If it will not, demonstrate that it will be located in a health planning area with a demonstrated need for obstetrical service beds or that there will be a reduction in the existing number of obstetrical service beds in the planning area so that the birth center will not result in an increase in the total number of obstetrical service beds in the health planning area.

Criterion 77 IAC 1110.275(b)(3) - "Admission Policies"

Provide admission policies that will be in effect at the facility and a signed statement that no restrictions on admissions due to payor source will occur.

Criterion 77 IAC 1110.275(b)(4) - "Bed Capacity"

Document that the proposed birth center will have no more than 10 beds.

Criterion 77 IAC 1110.275(b)(5) - "Staffing Availability"

Document that necessary staffing is available by providing letters of interest from prospective staff members, completed applications for employment, or a narrative explanation of how the proposed staffing will be achieved.

PAGES 15-38 NOT APPLICABLE TO THIS APPLICATION FOR PERMIT

Criterion 77 IAC 1110.275(b)(6) - "Emergency Surgical Backup"

Document that either:

- The birth center will operate under a hospital license and will be located within 30 minutes ground travel time from the hospital; OR
- A contractual agreement has been signed with a licensed hospital within 30 minutes ground travel time from the licensed hospital for the referral and transfer of patients in need of an emergency caesarian delivery.

Criterion 77 IAC 1110.275(b)(7) - "Education"

A written narrative on the prenatal care and community education services offered by the birth center and how these services are being coordinated with other health services in the community.

Criterion 77 IAC 1110.275(b)(8) - "Inclusion in Perinatal System"

- 1. Letter of agreement with a hospital designated under the Perinatal System and a copy of the hospital's maternity service; **OR**
- An applicant that is not a hospital shall identify the regional perinatal center that will provide neonatal
 intensive care services, as needed to the applicant birth center patients; and a letter of intent, signed
 by both the administrator of the proposed birth center and the administrator of the regional perinatal
 center, shall be provided.

Criterion 77 IAC 1110.275(b)(9) - "Medicare/Medicaid Certification"

The applicant shall document that the proposed birth center will be certified to participate in the Medicare and Medicaid programs under titles XVIII and XIX, respectively, of the federal Social Security Act.

Criterion 77 iAC 1110.275(b)(10)- "Charity Care"

The applicant shall provide to HFSRB a copy of the charity care policy that will be adopted by the proposed birth center.

Criterion 77 IAC 1110.275(b)(11) - "Quality Assurance"

The applicant shall provide to HFSRB a copy of the quality assurance program to be adopted by the birth center.

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

APPLICATION FOR PERMIT- 09/2018 Edition

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

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

VI. 1120.120 - AVAILABILITY OF FUNDS

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]:

_\$0	a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:
	 the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and
	 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;
\$1,500,000	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.
\$0	c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated time table of receipts;
\$0	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:
	 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;
	 For revenue bonds, proof of the feasibility of securing the specified amount and interest rate;
	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.;
	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;

APPLICATION FOR PERMIT- 09/2018 Edition

\$1,978,650	TOTAL FUNDS AVAILABLE
\$478,650	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
\$0	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt;
_\$0	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;
	5) For any option to lease, a copy of the option, including all terms and conditions.

APPEND DOCUMENTATION AS <u>ATTACHMENT 33!</u> IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

APPLICATION FOR PERMIT- 09/2018

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:

- "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
- 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 <u>ATTACHMENT 34</u>, 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 <u>ATTACHMENT 35</u>, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

→ No response from applicant due to this section not being applicable to this project with no debt financing.

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:

- 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;
- 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									
Donartment	Α	В	С	D	E	F	G	Н	T-4-1 O4
Department (list below)	Cost/Square Foot Gross Sq. New Mod. New C		Sq. Ft. Circ.*			Const. \$ (A x C)	Mod. \$ (B x E)	Total Cost (G + H)	
Birth Center	\$0	\$301.45	0	0	6382	0	\$0	\$1,923,875	\$1,923,875
Contingency		Included			Included			Included	included
TOTALS	\$0	\$301.45	0	0	6382	0	\$0	\$1,923,875	\$1,923,875

Note from Applicant: total contingency for project is documented in Attachment 7.

D. Projected Operating Costs

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

E. Total Effect of the Project on Capital Costs

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

APPEND DOCUMENTATION AS <u>ATTACHMENT 36</u> IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

APPLICATION FOR PERMIT- 09/201

SECTION IX. SAFETY NET IMPACT STATEMENT

SAFETY NET IMPACT STATEMENT that describes all of the following must be submitted for <u>ALL SUBSTANTIVE PROJECTS AND PROJECTS TO DISCONTINUE STATE-OWNED HEALTH CARE FACILITIES</u>
[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 37.

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

APPEND DOCUMENTATION AS <u>ATTACHMENT 37</u> IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

→ Table not completed due to no previous data; project is for a new facility.

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.
- 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 <u>must</u> be provided at cost.

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

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

APPEND DOCUMENTATION AS <u>ATTACHMENT 38</u>, 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:

TACUSEEN		
TACHMENT NO.		PAGES
1a and 1b	Applicant Identification including Certificate of Good Standing	50
2	Site Ownership	52
3	Persons with 5 percent or greater interest in the licensee must be	56
	identified with the % of ownership.	
4	Organizational Relationships (Organizational Chart) Certificate of	57
	Good Standing Etc.	
5	Flood Plain Requirements	58
6	Historic Preservation Act Requirements	59
7	Project and Sources of Funds Itemization	60
8	Financial Commitment Document if required	65
9	Cost Space Requirements	66
10	Discontinuation	67
11	Background of the Applicant	68
12	Purpose of the Project	72
13	Alternatives to the Project	79
14	Size of the Project	81
	Project Service Utilization	83
16	Unfinished or Shell Space	83
17	Assurances for Unfinished/Shell Space	83
	Service Specific:	
18	Medical Surgical Pediatrics, Obstetrics, ICU	Not Include
19		Not Include
20	Acute Mental Illness	Not Include
21	Open Heart Surgery	Not Include
22	Cardiac Catheterization	Not Include
23	In-Center Hemodialysis	Not Include
24	Non-Hospital Based Ambulatory Surgery	Not include
25	Selected Organ Transplantation	Not Include
26	Kidney Transplantation	Not Include
27	Subacute Care Hospital Model	Not Include
28	Community-Based Residential Rehabilitation Center	Not Include
29	Long Term Acute Care Hospital	Not Include
30	Clinical Service Areas Other than Categories of Service	Not include
31	Freestanding Emergency Center Medical Services	Not Include
32	Birth Center	84
	Financial and Economic Feasibility:	
33	Availability of Funds	89
	Financial Waiver	89
34		
34 35	Financial Viability	89
34		90 91

Note from Applicant: Attachments 18-31 are not included because they pertain to other service specific sections other than Birth Centers.

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Attachment 1a: Articles of Organization

#20-003

Form LLC-5.25 Illinois Limited Liability Company Act FILE #: 0753352-7 **Articles of Amendment Secretary of State FILED** Department of Business Services Limited Liability Division Sep 12, 2019 Filing Fee: \$50 501 S. Second St., Rm. 351 Springfield, IL 62756 Jesse White Approved By: AJW 217-524-8008 Secretary of State www.cyberdriveillinois.com 1. Limited Liability Company Name: HINSDALE BIRTH CENTER, LLC 2. These Articles of Amendment are effective on the file date. The Articles of Organization are amended to change the name of the limited liability company as follows: 3. New Name: BURR RIDGE BIRTH CENTER, LLC This amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act. 4. 5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete. Dated Sep 12 Month/Day LAURA WIEGAND Name VICE PRESIDENT BIRTH PARTNERS, INC. If the applicant is a company or other entity, state name of company.



Services

Publications/Forms

Departments

News

Contact



Corporation/LLC Search/Certificate of Good Standing

LLC Fife Detail Report

File Number

07533527

Entity Name

BURR RIDGE BIRTH CENTER, LLC

Status

ACTIVE

Entity Information

Principal Office

404 N. HERSHEY ROAD, SUITE C

BLOOMINGTON, IL 617040000

Entity Type

LLC

Type of LLC

Domestic

Organization/Admission Date

Thursday, 7 February 2019

Jurisdiction

IL

Duration

PERPETUAL

Agent Information

NATHAN B. HINCH

Address

404 N HERSHEY RD STE C BLOOMINGTON, IL 61704

Change Date

Thursday, 7 February 2019

Annual Report

Filing Date

00/00/0000

Managers

Name

BIRTH PARTNERS, INC. 404 N. HERSHEY ROAD, SUITE C. **BLOOMINGTON, IL 61704**

Old LLC Name

09/12/2019

HINSDALE BIRTH CENTER, LLC

Series Name

NOT AUTHORIZED TO ESTABLISH SERIES

Return to Search

File Annual Report Adopting Assumed Name Articles of Amendment Effecting A Name Change Change of Registered Agent and/or Registered Office (One Certificate per Transaction)

illinois.com, the olficial website of the Minots Secretary of State's Office



DocuSign Envelope ID: 5F7313E0-007A-4AE0-9D05-F27143E47258

Doug Pauly Vice President

Joseph Rossi & Associates, Inc. **Brokerage Services**

17W620 14th Street, Suite 201 Oakbrook Terrace, IL 60181

312 953 3553 Tel 630 214 0577 Fox

doug@jrossiandassociates.com www.jrossiandassociates.com

August 14, 2019

Re:

This letter serves as a "Letter of Intent" on the part of the undersigned ("Lessee") to enter into a "Lease Agreement for the space described herein ("Premises") on the following terms:

LANDLORD:

Midland Equities, LLC, to be ASSITATED to SPE, CCC.

Birth Center, Inc

LESSEE:

SPACE SIZE:

6,300 Rentable Square Feet H-54) et to Front Plan

PREMISES:

7000 County Line Rd. Burr Ridge IL 60527

USE:

Medical Office / Birthing Center

COMMENCEMENT DATE:

Upon receipt of Certificate of Need

LANDLORD DELIVERY DATE:

Upon Execution of Lease AND exempt of B-10ig fermit.

CONSTRUCTION PERIOD:

The earlier of One Hundred and Eighty (180) Days from Lease Execution, or when construction is complete

and tenant opens for business.

RENT ABATEMENT

Twelve (12) Months

TERM:

Fifteen (15) Years and Twelve (12) Months after

expiration of construction time, or when tenant opens for business

MONTHLY BASE RENT:

\$35/SF Net

TAXES & OP EX:

Approximately \$5.50/SF

October 1, 2019

Page 2

TENANT IMPROVEMENT

ALLOWANCE:

Seventy Five Dollars (\$75) Per Square Foot of

Rentable Space

ESCALATIONS

Increases of 10% in Year 6, and 10% in Year 11

IMPROVEMENTS:

Landlord will deliver 6,300 SF space in shell condition

and allow tenant to use it's own contractors, architects, etc to complete construction. All plans

must be approved by landlord prior to

commencement of work.

OPTION PERIOD RENT

Tenant shall be granted Two (2) options to renew for an additional five (5) year term at the thenescalated rates of 10% from the previous base rental amount with Six (6) months' prior written

notice.

SUBLETTING:

Tenant shall have the right to sublet, with landlords written consent. To be addressed further in lease

CONTINGENCIES:

Any and all lease agreements will be contingent upon tenant obtaining a "Certificate of Need" from

the Illinois Department of Health.

REPORTING:

+ HANA-TOW Tenant agrees to provide a yearly report on the

finances of the practice.

PARKING:

Tenant shall have exclusive use of all available

space in the parking lot.

ACCESS:

24 Hours per day, 7 Days per week access to unit

JANITORIAL:

Tenant is responsible for own Janitorial

SECURITY:

Tenant to obtain a Letter of Credit in the amount of Five Hundred Thousand Dollars (\$500,000), which will be released after Twenty Four (24) months of timely rent payments. Dr. Dele Ogunleye is also to

rent payments. Dr. Dele Ogunleye is also to Personally Guarantee the first Seven-and-a-Half

(7.5) Years of the lease.

UTILITIES

All utilities shall be separately metered and

controlled by tenant.

Page 29 of 200 (Application pages renumbered by State Board Staff)

October 1, 2019	Page 3

DELIVERY:

Space will be delivered with all mechanicals in fully

working condition

SIGNAGE:

Tenant shall have right to install signage on

monument sign, at it's own cost. All signage must

comply with municipal codes and laws

PLANS

Landlord will provide tenant with existing

construction drawings.

HVAC:

Landlord agrees to ensure that HVAC system is in

good working order at the time of tendering

possession.

BROKER:

Landlord is represented by Doug Pauly with Joseph

Rossi & Associates. Tenant is represented by Frank Paganis with D'Aprile Properties. Both parties will be due a commission based on a separate, written

agreement

This non-binding letter of intent outlines the principal business terms that my client would desire to be incorporated into a binding lease agreement. Neither party shall be bound by the terms contained in this letter, and neither my client will be required to lease the premises described above except as is provided in a lease agreement, if any, which has been executed by both parties.

Sincerely,

Joseph Rossi & Associates, Inc Doug Pauly Vice President

ACKNOWLEDGED & ACCEPTED:

. Dr. Bamidele Ogunleye

Tenant:



October 1, 2019	Page 4	
	By:	
	11/2/2019 Date:	•
	Landlord:	
	By:	
	Data: 11/4/19	

Attachment 3: Operating Identity/Licensee

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

Burr Ridge Birth Center, LLC Articles of Organization is included in Attachment 1a.

Burr Ridge Birth Center, LLC Illinois Certificate of Good Standing is included in Attachment 1b.

Burr Ridge Birth Center, LLC is a <u>limited liability corporation comprised of 10 investing partners, with 5 percent or greater interest</u> as follows:

	Investing Partner	Location	% Owner
1.	Birth Partners, INC (BPI) Dele Ogunleye, MD, FACOG, President / Co-founder of Birth Partners, INC. Laura Wiegand, COO/Co-Founder of Birth Partners, INC	Bloomington, IL	50%
2.	Mr. Mike Bisbe	Mason, OH	10%
3.	Dr. Olufemi (Femi) Abiodun	Southlake, TX	5%
4.	Dr. Dapo Afolabi	Fort Worth, TX	5%
5.	Dr. Fortune Alabi	Celebration, FL	5%
6.	Dr. Jason and Mrs. Audrey Davis	Bloomington, IL	5%
7.	Drs. Brian and Lisa Emm	Bloomington, IL	5%
8.	Dr. Nasir Khokhar	Bloomington, IL	5%
9.	Dr. Dele Ogunleye	Bloomington, IL	5%
10.	Dr. Ayodele Olowookere	Midland, TX	5%



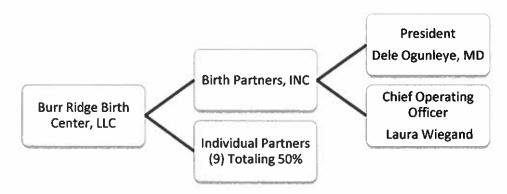
Attachment 4: Organizational Relationships

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.

Note: "Related Person" as defined in Part 1130.140 means any person that is at least 50% owned, directly or indirectly, by either the health care facility or a person owning, directly or indirectly, at least 50% of the health care facility; or owns, directly or indirectly, at least 50% of the health care facility; or [20 ILCS 3960/3]; is otherwise controlled or managed by one or more health care facilities or controls or manages the health care facility; or otherwise controls or manages the health care facility; or is otherwise, directly or indirectly, under common management or control with one or more health care facilities.

Applicant: Burr Ridge Birth Center, LLC

Organizational Chart



Burr Ridge Birth Center, LLC is a <u>limited liability corporation comprised of 10 investing partners, with 5 percent or greater interest</u> as follows:

	Investing Partner	Location	% Owner
1.	Birth Partners, INC (BPI) Dele Ogunleye, MD, FACOG, President / Co-founder of Birth Partners, INC. Laura Wiegand, COO/Co-Founder of Birth Partners, INC	Bloomington, IL	50%
2.	Mr. Mike Bisbe	Mason, OH	10%
3.	Dr. Olufemi (Femi) Abiodun	Southlake, TX	5%
4.	Dr. Dapo Afolabi	Fort Worth, TX	5%
5.	Dr. Fortune Alabi	Celebration, FL	5%
6.	Dr. Jason and Mrs. Audrey Davis	Bloomington, IL	5%
7.	Drs. Brian and Lisa Emm	Bloomington, IL	5%
8.	Dr. Nasir Khokhar	Bloomington, IL	5%
9.	Dr. Dele Ogunleye	Bloomington, IL	5%
10.	Dr. Ayodele Olowookere	Midland, TX	5%



Attachment 5: Flood Plain Requirements



FEMA Manuscena FEMA Flood Map Service Center: Search By Address

Navigation

Search

Languages

MSC Home (/porta/)

MSC Search by Address

Mil Seinma Produits

MSC Products and Look Obertain each cester oductsamitico(s)

нали (препаменникемпали)

EQMIC Batter Flies

Produit Awarday (miclayproductAralabile)

MSC Engluently Asked Questions (FAQs) (Poor Laidresour ses/faq)

MSC Emat Subscrimons Prorta/Substriction Homes

Conzaid MSC Help (@ortaWestmarceVrontact) Enter an address, place, or coordinates: ()

7000's county i'ne road, burrinidge, cook county filno's

Search

Laters may expendence countries before a central Point Map Servay Center \$MSC website when working with large files, if you are moreing with lies larger their 100MB, try distensioning during rose pose hours.

Whether you are in a high this conn or not, you may need force that the little flows from forth cost at this flows special or cost and because first homeowier's insurance open't court food damage, if you are not a sina with low or moderate flood info, you are 5 intention for the following or house along flood info, you are 5 intention for the grown flood movement production in a real flood movement production what you've but it along and product what you've but it is not insurance agent today and product which it is not insurance agent to a surface agent to a

committee about stess you can have introdistance from retrieval and extensi to reduce food his closury

Search Results-Products for BURR RIDGE, VILLAGE OF

Show ALL Products + (https://msi

The Food map for the selected area is number 17043C0193), effective on 08/01/2019 👔





Changes to this FIRM ** Revisions (0) Amendments (0)

Revalidations (2) Chitosellanse fema gov/somet/down oad@roduct?

freezib=/17/P/Frm/17043C0193Long&product/spelD-FNAL P2ODUCt&product/sublycolDaH

YOU can chaose a new flust their or more the decemb pile in selecting a softenest viculation on the exempt importation on by . Go To MFHI Victory • Chitips I As entering a new location in the search field above, it may take a minute or more during grain bours to provide a chromina PRANTE, if you are a person into a disposity, are block or have low uplay and need assistance pione contact a major specialist thites three fema governmentalites current areas)







Attachment 6: IHPA Review

In compliance with the requirements of the Historic Resources Preservation Act Documentation, a lookup of the Historical Preservation Agency revealed no historic register status of proposed site for the Center. See documentation below obtained from http://gis.hpa.state.il.us/hargis/.



= location of proposed Burr Ridge Birth Center, 7000 County Line Road, Burr Ridge, IL

Nearest properties in and around Burr Ridge with Historic Register Status:

Significant Name	Location	City	County	NR Eval	Ref Num
R. Harold Zook House®	5891 S. County Line Rd	Chicago	Cook	Determined eligible for the NR	164934
Dell Rhea's Chicken Basket	645 Joliet Rd	Hinsdale	DuPage	Entered in the NR	223413
Robert Vial House	7425 S. Wolf Rd	Burr Ridge	Cook	Entered in the NR	223462

Finding: Proposed Site for Burr Ridge Birth Center (7000 County Line Road) does NOT appear in the historic record database, thus proving no historic significance of record for this site.



	Α		В	С		D
2	USE OF FUNDS	Jost	and Sources	NONCLINICAL		TOTAL
3	Pre Planning Costs	\$	42,040.00	NO TO LINE / LE	\$	42,040.00
4	Site Survey and Soil Investigation	\$	-		\$	-
5	Site Preparation	\$	-		\$	-
6	Off Site Work	\$			\$	<u>-</u>
7	New Construction Contracts	\$	-		\$	-
8	Modernization Contracts	\$	1,017,897.00		\$	1,017,897.00
9	Contingencies (10% @ Schematics)	\$	91,703.00		\$	91,703.00
10	Architectural/Engineering Fees	\$	62,000.00		\$	62,000.00
11	Consulting and Other Fees	\$	50,000.00		\$	50,000.00
12	Movable or Other Equipment (excl construction)	\$	331,000.00		\$	331,000.00
13	Bond Issuance Expense (project related)	\$	-		\$	-
14	Net Interest Exp During Construction (project related)	\$	-		\$	-
15	Fair Market Value of Leased Space or Equipment	\$	129,235.00		\$	129,235.00
16	Other Costs To Be Capitalized		\$200,000.00		\$	200,000.00
17	Acquisition of Building or Other Property (excl land)	\$	-		\$	-
18	TOTAL USES OF FUNDS	\$	1,923,875.00		\$	1,923,875.00
19	SOURCE OF FUNDS		CLINICAL	NONCLINICAL		TOTAL
20	Cash and Securities					
21	Pledges	\$	1,445,225.00		\$	1,445,225.00
22	Gifts and Bequests					
23	Bond Issues (project related)					
24	Mortgages/Construction Loan					
25	Leases (fair market value)				_	
26	Governmental Appropriations					
27	Grants					
28	Other Funds and Sources	\$	478,650.00		\$	478,650.00
29	TOTAL SOURCES OF FUNDS	\$	1,923,875.00		\$	1,923,875.00



Attachment 7a: Project and Sources of Funds Itemization

PRE PLANNING COSTS		TOTAL		
Recruiting	\$	5,000.00		
Outreach Coordinator Salary	\$	19,040.00		
Marketing/Community Relations	\$	10,000.00		
Office Supplies	\$	5,000.00		
Postage	\$	1,000.00		
Printing/Copying	\$	2,000.00		
GRAND TOTAL	\$4	\$42,040.00		

Attachment 7b: Project and Sources of Funds Itemization

CONSULTING AND OTHER FEES	TOTAL
CON Consultant	\$ 10,000.00
Legal Services	\$ 10,000.00
Payroll Accounting Services	\$ 5,000.00
Insurance - General	\$ 5,000.00
Membership/Subscriptions	\$ 2,000.00
Licences/Fees	\$ 8,000.00
Accreditation	\$ 10,000.00
GRAND TOTAL	\$ 50,000.00



Attachment 7c: Project and Sources of Funds Itemization

EQUIPMENT - NON CONSTRUCTIO	N	TOTAL
Fumishings	\$	250,000.00
Minor Equipment/Supplies	\$	35,000.00
IT (Computer/Security)	\$	40,000.00
Telephone	\$	3,000.00
Maintenance/Repairs	\$	1,000.00
Housekeeping Supplies/Laundry	\$	2,000.00
GRAND TOTAL	\$	331,000.00

Attachment 7d: Project and Sources of Funds Itemization

GRAND TOTAL	\$200,000.00
Minor Equipment	\$200,000.00
OTHER CAPITALIZED COSTS	TOTAL



Attachment 8: Project Status and Completion

Documentation about purchase orders, leases or contracts pertaining to the project that have been executed:

The applicant has entered into a lease agreement, contract services with architects and other professional services in support of the project, as follows:

- Lease Letter of Intent, Security Commitment (see Attachment 2)
- Contract and Partial Payment for Architect Services (EA Architects)
 - Design of Burr Ridge Site (see Appendix A)
 - Design of Alternate Site/Not Chosen (see Appendix B)
- Contract and Partial Payment for CON Preparation Services (Lorenz)
- Payment for Legal Services (Hinch)
- Payment for Graphic Design Services (Bosko)
- Payment to Village of Burr Ridge Special Use Permit Fee (see Appendix Q)

<u>Documentation of the project expenditures that have incurred to date</u>, as a result of these contracts and services, is shown below in the screen shot of a recent bank activity report from the applicant:

Bill Pay Activity	Bill Pay Activity			ary 02, 202
Search Results for: All Total: \$38,607.00				
Biller Name	Account	Amount	Pay Date	5/a/05
Mueller, Reece & Hinch, LLC	Business Checking X08478	\$442.00	01/07/2020	Pending
Mueller, Reece & Hinch, LLC	Business Checking X08478	\$200,00	01/07/2020	Pending
Mueller, Reece & Hinch, LLC	Business Checking X08478	\$75.00	01/07/2020	Pending
EA Archiecture & Design	Business Checking X08478	\$16590.00	01/08/2020	Pending
EA Archiecture & Design	Business Checking X08478	\$4740.00	12/31/2019	Paid
Tom Bosko	Business Checking X08478	\$500 00	12/24/2019	Paid
EA Archiecture & Design	Business Checking X08478	\$9480.00	09/25/2019	Paid
Villiage of Burr Ridge	Business Checking X08478	\$650.00	09/11/2019	Paid
EA Archiecture & Design	Business Checking X08478	\$4740,00	09/10/2019	Paid
Kathleen Lorenz	Business Checking X08478	\$1190.00	07/08/2019	Paid

Total: \$38,607.00



Attachment 9: Cost and Space Requirements

Provide the Departmental Gross Square Feet (DGSF) or the Building Gross Square Feet (BGSF) and cost.

No response from applicant; this section not applicable to birth centers (per technical assistance from HFSRB).



Attachment 10: Impact on Access

Document impact of service discontinuation.

No response from applicant due to this section not being applicable this project of a new birth center.



Attachment 11: Background of Applicant

Description of applicant ownership in terms of qualifications, background and character to adequately provide a proper standard of health care service for the community.

Burr Ridge Birth Center, LLC is a <u>limited liability corporation comprised of 12 investors</u>, with ownership shares ranging from 5% to 50%.

Birth Partners, INC (BPI): 50% ownership

- Dele Ogunleye, MD, FACOG, is a board-certified obstetrician, gynecologist, and urogynecologist who also practices pelvic medicine and reconstructive surgery at Advanced Women's Healthcare in Bloomington, Illinois. He sympathetically treats fertility issues, pelvic floor prolapses, urinary incontinence, and other complications of menopause, pregnancy, and general womanhood. Dr. Ogunleye earned his medical degree from Obafemi, Awolowo University, in Ife, Nigeria. He completed a residency at Warrington General Hospital in Cheshire, United Kingdom, before moving stateside for another residency at Good Samaritan Hospital in Baltimore. Today, Dr. Ogunleye holds memberships with multiple professional organizations to keep up on the latest advancements in obstetrics and gynecology. He is a fellow of the American Congress of Obstetrics and Gynecology and a member of the American Medical Association, the Greater Medical Council in the UK, and the Ohio State Medical Association. Throughout his career, Dr. Ogunleye has contributed much of his own research to his field. He was given the Organon Research Award in 2003 for his research paper exploring the role of trophoblastic hyperplasia in ectopic pregnancies. At Advanced Women's Healthcare, Dr. Ogunleye frequently performs routine gynecological exams to keep women of all ages up on their health. He's trained in da Vinci® robotic surgery to delicately repair damage to the ovaries, fallopian tubes, and uterus. He treated women in the Bloomington area since 2004 before opening Advanced Women's Healthcare in 2012. He is the President / Co-founder of Birth Partners, INC. Dr Ogunleye has involvement in several other businesses and investment endeavors (including 2 successful Birth Centers and in the process of opening 3 other locations).
- Laura Wiegand -- Laura Wiegand currently serves in a vice-presidential role as the COO/Co-Founder of Birth Partners, Inc. She successfully managed the openings of the Birth Center of Bloomington Normal in Illinois and Beginnings Birth Center in Colorado. At the national level for birth centers, she serves on the AABC Industry Relations Committee. She works at the state and local level to educate the public, medical communities and health insurance providers about the benefits of the midwifery and birth center model of care including better patient outcomes, reduced costs for families and payors. Laura is also the Administrator at Obstetrics and Gynecology Care Associates 2008. Co-owner/Founder of MPR-Medical Practice Resources (medical coding, billing and consulting) 2010, founder of The Baby Expo 2014, Owner/Event Planner of Extravaganza Events 2000. With over 20 years practice management experience, Laura has made a career of directing multiple site operations, while securing financial results and building a team that focuses on maximizing patient care and the entire the patient experience. Laura serves as a resource for all aspects of practice management and birth center operations.

Mike Bisbe: 10% ownership

Mr. Bisbe holds a finance degree from Miami of Ohio University in Oxford, Ohio. He works as a financial
advisor, and has over 15 years' experience in finance. Mr. Bisbe resides in Mason, Ohio with his fiancé and
two daughters.

Dr. Olufemi (Femi) Abiodun: 5% ownership

 Dr. Abiodun is a gastroenterologist in private practice for 15 years, in Arlington, Texas. Dr. Abiodun holds active medical licenses in Texas, Wisconsin and Michigan.



Dr. Dapo Afolabi: 5% ownership

Dr. Afolabi is a Co-Founding Partner, President and CEO of Fort Worth Renal Group. After his college education at University of Ife, Nigeria, he completed his residency in Internal Medicine and Fellowship in Nephrology at Henry Ford Hospital in Detroit, Michigan. He is board-certified in Internal Medicine, Nephrology, and a certified Interventional Nephrologist with over 16 years' experience. Dr. Afolabi has practicing privileges at several Texas Health Resources hospitals, and at several HCA and Baylor Scott and White facilities. He has served as Medical Director for several US Renal Care Dialysis facilities and vascular access centers.

Dr. Fortune Alabi: 5% ownership

• Dr. Alabi is a business owner and physician for Florida Lung Asthma and Sleep Specialists, where he is the managing partner. Under his leadership, the practice has grown over the last decade to four locations, with almost 55 employees. He has served at the University of Central Florida School of Medicine as a Clinical Associate Professor. He has also served as the Medical Director of Intensive Care Unit and the Medical Director of Respiratory Department at Florida Hospital Celebration Health. Fortune is a recipient of multiple awards including being recognized as one of the 2014 Leading Physicians of the World. He has been chosen as one of American's Best Doctors for the last eight years; and he has won the Patients' Choice Award and Compassionate Physician Award multiple times.

Dr. Jason and Mrs. Audrey Davis: 5% ownership

- Dr. Jason Davis is a board-certified radiologist in Bloomington, Illinois. He has been in private practice since 2002 and is currently an owner and partner in Bloomington Radiology in Bloomington, Illinois. Dr. Davis lives in Bloomington, Illinois.
- Mrs. Audrey Davis is a homemaker, and the lives in Bloomington, Illinois with her husband Dr. Jason Davis.

Drs. Brian and Lisa Emm: 5% ownership

- Dr. Brian Em is a board-certified pediatrician in Bloomington, Illinois. He has been in private practice for over 13 years, and is owner and partner of Bloomington Pediatrics and Allergy in Bloomington, Illinois.
- Dr. Lisa Emm is a board-certified obstetrician/gynecologist in Bloomington, Illinois. She has also been
 practicing for over 13 years, and is owner and partner in Advanced Women's Healthcare in Bloomington,
 Illinois.

Dr. Nasir Khokhar: 5% ownership

 Dr. Khokhar is a practicing gastroenterologist for 25 years in Bloomington, Illinois. He also volunteers at the Community Health Care Clinic in Normal, Illinois.

Dr. Dele Ogunleye: 5% ownership

Dr. Ogunleye is President / Co-founder of Birth Partners, INC., is a board-certified obstetrician, gynecologist, and urogynecologist who also practices pelvic medicine and reconstructive surgery at Advanced Women's Healthcare in Bloomington, Illinois. Dr. Ogunleye has involvement in several other businesses and investment endeavors, including Birth Center of Bloomington-Normal, in Bloomington, Illinois and Beginnings Birth Center, Colorado. (See also complete bio details above under Birth Partners, INC officers' description.)

Dr. Ayodele Olowookere: 5% ownership

 Dr. Olowookere is a US citizen, and gynecologist and President/CEO For Women Healthcare in Midland, Texas. Dr. Olowookere is a Member of the Royal College of Obstetrician and Gynecologist, England (MRCOG), and a Fellow of the American Congress of Obstetricians and Gynecologists (FACOG).



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

Burr Ridge Birth Center, LLC does not own or operate any other healthcare facilities.

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.

Illinois Health Care Facility	Ownership
Advanced Women's Healthcare (Bloomington, Illinois)	Dr. Dele Ogunleye, Dr. Lisa Emm
Birth Center of Bloomington-Normal (Bloomington, Illinois)	Birth Center of Bloomington-Normal, LLC
Bloomington Pediatrics and Allergy (Bloomington, Illinois)	Dr. Brian Emm
Bloomington Radiology (Bloomington, Illinois)	Dr. Jason Davis
MPR-Medical Practice Resources (Illinois)	Laura Wiegand

3. For each applicant, including corporate officers or directors, LLC members, partners and owners of at least 5% of the proposed facility, provide the following:

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.

No adverse action has been taken against any of the investing partners of the applicant during the three years prior to filing of this application.

b. A certified listing 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.

No arrests, custody, charges, indictments, convictions, trials or guilty pleas for any felony or misdemeanor or violation of the law have occurred for any of the investing partners of the applicant.

c. A certified and detailed listing of each applicant or person charged with fraudulent conduct or any act involving moral turpitude.

No charges for fraudulent conduct or any act of moral turpitude have occurred for any of the investing partners of the applicant.

d. A certified listing of each applicant with one or more unsatisfied judgements against him or her.

No unsatisfied judgements exist against any of the investing partners of the applicant.

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.

No default in performance or discharge of any duty or imposed obligation exists for any of the investing partners of the applicant.



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.

Burr Ridge Birth Center, LLC grants permission to HFSRB and DPH to access any documents necessary to verify the information submitted in this section.

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.

Not applicable, because there is not more than one application for permit from this applicant.

Attachment 12: Purpose of Project

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

The proposed Burr Ridge Birth Center (BRBC, or the Center) will offer a new service not otherwise offered in DuPage County (Illinois Health Planning Area A-05) at this time. It will be only the third birth center in the state, and only the second in the combined areas of Cook, DuPage, Kane, Lake, McHenry and Will Counties. The proposed site at 7000 County Line Road meets the Illinois Healthcare Facilities Plan requirement for geographic location, that no more than ten birth centers exist in the state, and that not more than four are located in the combined area of Cook-DuPage-Kane-Lake-McHenry-Will Counties. Based on a review of the birth centers listed by the American Association of Birth Centers, there are currently a total of two freestanding birth centers in operation in Illinois: one in Cook County at Birth Center at PCC in Berwyn, and one in downstate McLean County at Birth Center of Bloomington-Normal in Bloomington, IL. Furthermore, BRBC meets the Illinois Health Facilities Plan requirement for health planning areas that there shall be no more than two birth centers authorized to operate in any single health planning area for obstetric services.

The Burr Ridge Birth Center will offer an out of hospital birthing service to those who are low risk and who want to choose a safe alternative in a comfortable environment that minimizes the use of technology and is cost effective. It will address the need to control the upward spiraling trend of healthcare costs without compromising quality of care.

The cost of maternity and newborn care historically has been one of the biggest contributors to state-funded healthcare bills, according to research by the state as part of the legislative work leading up to the enactment of the Alternative Health Care Delivery Act. Ten years ago, the Illinois General Assembly, facing an ever-growing liability of unpaid hospital bills of its own, enacted the "Alternative Health Care Delivery Act". The Act sanctioned a number of innovative healthcare delivery models, including freestanding birth centers designed to deliver highquality care in a "high touch/low cost" method of care. According to a study done in 2013, commissioned by Childbirth Connection, Catalyst for Payment Reform, and the Center for Health Care Quality and Payment Reform, the cost to Medicaid for a vaginal delivery is approximately \$9,000. Another study, authored by Howell in the Medicare & Medicaid Research Review in 2014, calculated the average costs of care for childbirth at a freestanding birth center to be \$2,780 less than that of a hospital, or a savings of nearly 30% per birth. And yet, the most redeeming quality of the birthing center is that it is a safe alternative that delivers quality of care comparable to that of the hospital. According to the National Birth Center Study I, fetal and neonatal outcomes were similar as hospital births: Fetal mortality rate was 0.47/1000; Neonatal mortality rate was 0.40/1000. Furthermore, The National Birth Center Study I, which is a study conducted on 12,000 women who were admitted to 84 birthing centers from 1985 to 1987, retrospectively concluded, "Few innovations in health service promise lower cost, greater availability and a high degree of satisfaction with comparable degree of safety". Another study, "San Diego Birth Center Study - A Prospective Study" done in 1998, backed up the National Birth Center Study I, as it concluded, "Current results suggest similar morbidity and mortality between the birth center model and traditional care model, with less resource utilization translating to lower costs in the collaborative practice model. Results suggest that collaborative practice using a freestanding birth center as an adjunct to an integrated perinatal health care system may provide a quality, lower cost alternative for the provision of perinatal services."

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

The proposed birthing center will be located in Burr Ridge, IL. Burr Ridge is a village located 20 miles west of Chicago, in both Cook and DuPage counties, with a population of approximately 10,800 based on 2010 census data. It is situated just north of the I-55 interchange, with easy access to IL-83 to the west, US-45 to the east, and interstate I-294 to the north and east. It is also served by PACE Bus lines that link up to the Metra transit trains at nearby train stations.

The proposed site is at 7000 County Line Road, which is located in DuPage County. The currently vacant building is located in an existing Planned Unit Development (PUD), at the corner of County Line Road and Veterans Boulevard, in B-1 Zone for commercial uses. Marketed as ideal for professional services, medical, and office users, the building's neighbors include two hotels, a health center, and a retail center. Automobile traffic count and proximity to bus public transit all support easy access to the location for prospective patients and visitors. The site will have adequate parking reserved for birth center patrons, and designated ambulance access that allows for immediate access and privacy during transfers. Appendix E provides illustration of the parking and bus line access.

Birth centers traditionally having a larger marketing radius than hospitals, ranging between 25-30 miles, according to studies shared by the American Association of Birthing Centers (AABC). <u>Based on this, the expected market area for the Burr Ridge Birth Center, shown in Figure 1, is expected to cover DuPage County and reach into Cook, Will, and Kane Counties.</u>

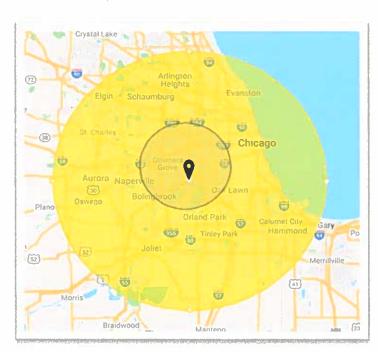


Figure 1: Burr Ridge Birth Center Proposed Location and Market Area

By accessing markets in this region, the Burr Ridge Birth Center will be an available resource to potential patients living in medically underserved and health professional shortage areas. While DuPage County does not qualify for either status, parts of the surrounding market area of the Center do. According to Health Resources & Services Administration (HRSA), https://data.hrsa.gov/tools/shortagearea/mua-find; and https://data.hrsa.gov/tools/shortagearea/hpsa-find), the following communities within the Center's market area do have underserved and shortage status: Aurora in the western suburbs, and several south suburban communities along the I-294 corridor, such as Alsip, Blue Island, and

The Burr Ridge location is centrally located approximately 40-45 minutes from either of these under-served regions, with easy access to highways and interstates to and from these communities.

Harvey.

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

The freestanding birth center model of care, such as that being proposed for the Burr Ridge Birth Center, addresses the problem of an increasing home births that seems driven by consumers' choice to avoid the increasing frequency of Cesarean section (C-section) births and resulting higher costs of-hospital births.

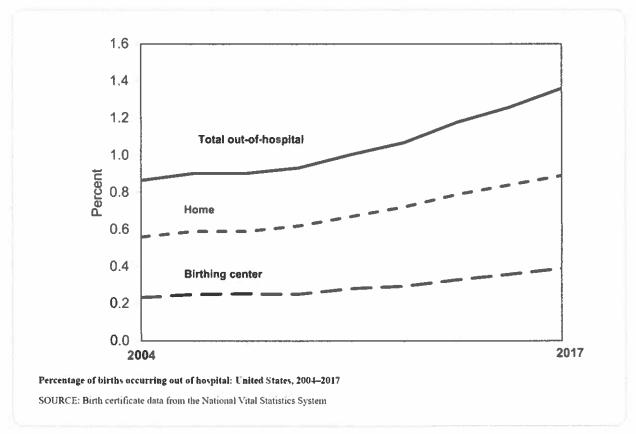


Figure 2: 2004-2017 Trend of Out of Hospital Birth, United States

Figure 2 illustrates the trend of home births in past 15 years. Its source is an article authored by MacDorman and Declercq, published in the National Center for Biotechnology Information (NCBI) database, which is part of the United States National Library of Medicine (NLM), a branch of the National Institutes of Health (NIH). Their study, which examined the trends in out-of-hospital births, revealed insurance access to be a determining factor, and more recently a strong motivation of personal choice by women to choose an out-of-hospital birth option, regardless of insurance.

The MacDorman/Declercq study confirmed previous studies that showed that the greatest increase has been seen among non-Hispanic white women, who are two to four times more likely to give birth out-of-hospital compared to other racial and ethnic groups. While home births are clearly not a recommended option; properly accredited birth centers staffed by certified nurse midwives do have the support of American College of Obstetrics and Gynecology (ACOG) and American Academy of Pediatrics (AAP).

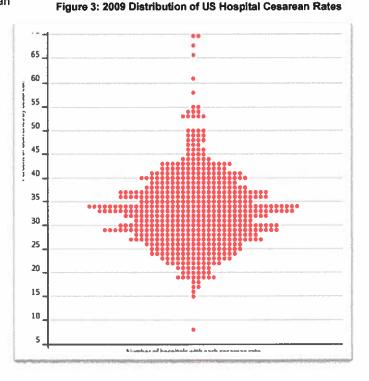


In a 2012 report, published the *Journal of Midwifery & Women's Health*, researchers analyzed two decades of CDC data that showed a greater proportion of women are choosing to rely on midwives. Experts think this trend is a direct reaction to rising rates of C-section births. "Midwives approach birth differently than many physicians: they shy away from inducing labor in most situations, which can lead to a greater likelihood of Cesarean delivery. Starting early in the prenatal period, they may take a more holistic approach, emphasizing diet. In labor, they spend much more time in the delivery room, encouraging a woman to try different positions or to walk around to get labor moving." (Rochman, 2012)

According to an article published in *Health Affairs* in 2013, by Kozhimannil, Law, Virnig, hospital Cesarean rates vary substantially across the U.S. Hospital Cesarean rates varied 10-fold across the U.S., from 7% to 70%, and can vary as much as 15-fold for low-risk hospital Cesarean

delivery rates in facilities with at least 100 deliveries. Such large variations around Cesarean rates indicate that differences in practice patterns may be driving costly potential overuse of Cesarean in many U.S. hospitals, and ultimately give the consumer concern over an "overmedicalized" birth. Birth centers give women who meet the low-risk criteria for an out-of-hospital birth the option to have a natural physiological birth. The National Birth Center Study II shows that less than 1 in 16 had a Cesarean birth (a 6% CS rate) compared to the nearly 30% nationally.

The Illinois Hospital Report Card, published by the Illinois Department of Public Health, shows the 2017 C-section rate of DuPage County hospitals ranges from 25% to 33%, which places them in comparable to the national median of C-section rates, as shown in Figure 3.



Given that the cost for a C-section can be 50% higher than a vaginal delivery, as reported in the 2013 study commissioned by Childbirth Connection, birth centers <u>help to curtail the costs associated with giving birth</u>.

The sticker shock of healthcare is arguably a concern regardless of socio-economic status, but it is especially so for those who fall near or below poverty level, or have limited insurance access. Burr Ridge is an affluent community with only 3% poverty compared to statewide 12%, according to US Census data. However, county-wide the poverty rate is more than double at 6.6%; and nearby communities of Oak Lawn (Cook County) and Joliet (Will County) have poverty rates that more closely resemble the state at 10.6% and 11.2% respectively. Additionally, US Census data about persons under 65 years without health insurance have a similar pattern to the poverty rates, as shown in the Figure 4.





Figure 4: 2018 US Census Data, Health Insurance Access

Having a birth center in Burr Ridge, therefore, would serve as an agent of positive change as follows:

- a. To provide a safe alternative for a more affordable price;
- b. To bring some real change to the practice patterns surrounding prevalence of C-sections, and
- c. To better align costs with the actual needs of the low-risk maternity patients, who are generally healthy, as well as motivated and engaged to seek the best possible care for themselves and their baby for this episode of care.
- 4. Cite the sources of the information provided as documentation.

American Association of Birthing Centers

Bonnie Rochman, "Midwife Mania? More U.S. Babies than Ever Are Delivered by Midwives", TIME, June 25, 2012

Childbirth Connection, Catalyst for Payment Reform, and the Center for Health Care Quality and Payment Reform, (transform.childbirthconnection)

Health Facilities Planning Board, 77 Illinois Administrative Code

https://www.census.gov/quickfacts/fact/table/US/PST045218

http://datawarehouse.hrsa.gov/GeoAdvisor/ShortageDesignationAdvisor.aspxHowell, Embry, et al. "Potential Medicaid Cost Savings From Maternity Care Based At A Freestanding Birth Center." Medicare & Medicaid Research Review 4.3 (2014): E1-E13. Health Business FullTEXT. Web. 6 Nov. 2014.

http://www.healthcarereportcard.illinois.gov/searches/county/DuPage

Kozhimannil KB, Law MR, Virnig BA. Cesarean delivery rates vary 10-fold among US hospitals; reducing variation may address quality and cost issues. *Health Affairs*. 2013;32(3)527-535

National Birth Center Study I, 1989

National Birth Center Study II, 2013



5. Detail how the project will address or improve the previously referenced issues, as well as the population's health status and well-being.

The following community impact can be expected from the Burr Ridge Birth Center, offering a unique out-of-hospital birthing service to suburban Chicago women in the Cook, DuPage, Will and Kane County communities:

- Those who are low risk and looking to minimize cost and overuse of technology will have an <u>easily</u> accessible, high quality, safe alternative in a comfortable home-like environment, that is currently not offered anywhere else in the region.
- Having a birth center in the suburban Chicago area will act as an agent of positive change for <u>curtailing</u> both the growing trend of at-home births, and alarmingly high C-section rates and associated costs.
- Introducing a birth center to the range of suburban health care resources for women's care will better
 align costs with the actual needs of the low-risk maternity patients, who are generally healthy, as well as
 motivated and engaged to seek the best possible care for themselves and their baby for this episode of
 care.
- Placing a birth center in Burr Ridge, given its access to interstate as well as bus public transit, <u>fulfills the</u>
 <u>need to provide easy access to surrounding areas designated as healthcare provider shortage areas.</u>

 Specifically, women from western and southeast portion of the Center's market area will have a new, safe and affordable healthcare resource for their maternity and women's healthcare needs, within 40-45 minutes.
- Finally, the <u>Center's team of professionals will guide their patients through a very personal and quality birth experience</u>, from prenatal care, natural childbirth, and full postpartum care. The Center will offer an array of educational classes including childbirth education, diet/exercise, as well as pregnancy massage/yoga and support group options. All new patients will receive a consultation to ensure that the birthing center is the safest choice for mom and baby's needs.
- The owners of Burr Ridge Birth Center anticipate a healthy collaboration with community resources,
 having spoken with AMITA and Advocate hospitals in the area, contacted the area ambulance services,
 and spoken with the Village Administrator of Burr Ridge. All are supportive of Burr Ridge Birth Center as a
 new offering in the community for women's health care.

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

Based on birth statistics from the 2017 Illinois Health Care Report Card (www.healthcarereportcard.illinois.gov/), of the full and partial counties in the 25- to 30-mile radius around Burr Ridge, there are approximately 43,000 births annually. Assuming industry-standard 83% for low risk births, and assuming industry-standard 6% of the eligible low risk patients choose a birth center experience, the following calculations were completed as the basis for Burr Ridge Birth Center pro forma projections:

42884.6	total births	
83%	of pregnancies are low-risk	
35594.2	low risk pregnancies	
6%	Studies show 5-10% of women would choose birth o	enter, estimating lower
2136	# of women that would choose a Birth Center	
0.5	1/2 the year	
1068		

Adjusting for a partial year in Year 1, the initial market estimate is 1,068 potential patients for the Center. Table 1 below carries forward calculations to account for the attrition that is expected to occur, due to risk or personal choice to opt-out of the birth center model of care (based on industry trends and confirmed by historic data from the applicant's other birth centers). Starting with the base figure of 389, the birth center volume is estimated by applying national birth center utilization statistics from AABC. The term "risked out" is used to reflect the attrition that occurs among patients who may start out at the birth center, but due to a variety of clinical factors, the patients no longer meet the birth center risk criteria. The term "transfer" is used to reflect the patients who require a transfer to higher level care either when they present or during labor. Accounting for the various attrition causes, Year 1 projection is for 281 births, and then projecting a conservative 10% growth, based on growth assumptions recommended by the American Association of Birthing Centers (AABC), "How to Open a Birth Center", the Center expects a caseload of over 500 by Year 2, and topping 750 births by Year 5.

Table 1: Birth Center Utilization (10% Annual Growth, AABC Risk Out Statistics)

Utilization		Year 1	Year 2	Year 3	Year 4	Year 5
Orientation		1068	1175	1292	1421	1563
Registration	-10%	961	1057	1163	1279	1407
Attrition	-19%	778	856	942	1036	1140
Due this Year	-50%	389	428	471	518	570
Carried over from last year			389	428	471	518
Total Caseload this year		389	817	899	989	1088
Transfers: AP and PreAdmit	-18%	-70	-147	-162	-178	-196
admitted to BC		319	670	737	811	892
Transfers: IP after Admission	-12%	-38	-80	-88	-97	-107
Births at Birth Center		281	590	649	714	785
	er mos	23	49	54	59	65
per room per midwife		8	16	18	20	22
		5	10	11	12	13
		Year 1	Year 2	Year 3	Year 4	Year 5

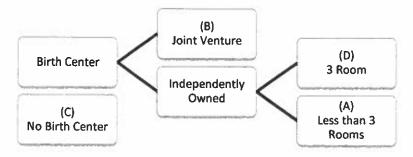
For full details of revenue and expense pro forma projections, reference Appendix F.



Attachment 13: Alternatives

As with previous birth centers started and operated by the owners of Burr Ridge Birth Center, consideration was given to a number of alternatives before commencing plans for a three-bed, free-standing birth center, as follows:

- A) Build a birth center of a smaller scope.
- B) Enter in a joint venture with nearby hospital/health system.
- C) Rely on existing health care resources; i.e. "do nothing", and continue with current in-hospital services and home birth services.
- D) Build an independently-owned, three-bed free-standing birth center.



<u>Consideration of Option C vs Options A, B, or D:</u> The first decision, as illustrated in the above decision tree, was whether or not to pursue a birth center of any type. The birth center choice resulted in the preferred choice based on three 3 factors, lower C-section rate, lower cost of care, and comparable quality outcomes to the non-birth center settings, see Figure 1.

Figure 1: Birth Center vs. No Birth Center

Factor	Birth Center	No Birth Center		
C-Section Rate	1 out of 16 (6%)	25%-33% (2017 Illinois Hospital		
	nat'l avg for birth center ¹	Report Card)		
Cost of Care	70% of hospital ²	\$9,000³		
Quality Outcomes ⁴	Fetal mortality .47/1000	Fetal mortality: .47/1000		
	Neonatal mortality: .40/1000	Neonatal mortality: .40/1000		

- 1 National Birth Center Study II, 2013
- 2 Vaginal delivery, Medicare and Medicaid Research Study, 2014
- 3 Center for Health Care Quality and Payment Reform (www.transform.childbirthconnection)
- 4 National Birth Center Study I, 1989

The "San Diego Birth Center Study – A Prospective Study" done in 1998, backed up the National Birth Center Study I, as it concluded, "Current results suggest similar morbidity and mortality between the birth center model and traditional care model, with less resource utilization translating to lower costs in the collaborative practice model. Results suggest that collaborative practice using a freestanding birth center as an adjunct to an integrated perinatal health care system may provide a quality, lower cost alternative for the provision of perinatal services."

Besides the empirical data supporting birth centers, intuitively speaking, the birth centers' model of care fosters a more wholistic approach to maternity care, including exercise, education and nutrition — all of which help to encourage a healthier start to families in the community. Such a care model is particularly valuable to low income patients who might not otherwise have access to this breadth of maternity care in traditional care settings. Birth centers offer a high quality and safe alternative comparable to the hospital setting, while keeping consistent with

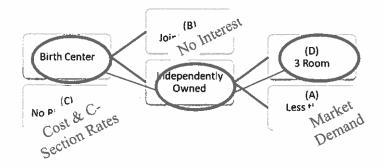


trends to move low risk patients out of the hospital. Therefore, based on these arguments, Option C (no birth center) was rejected from further consideration.

Consideration of Option B vs Options A or D: Within the birth center option, consideration was given to either an independently-owned operation or a joint venture operation with an area hospital. The experience of the owners of Burr Ridge Birth Center, LLC, in both Illinois and Colorado, is that many hospitals have not become fully aware of the difference between a free-standing birth center as described in the Alternative Health Care Act and a birth center (obstetrics unit) in the hospital. It is usually after partnering with a free-standing center that the hospital leadership understands the safe guards and benefits of the free-standing birth center resource. Also, the legal opinion has always been concerning for the risk of Stark laws as it pertains to the anti-kickback statute. Since the free-standing birth center will be referring to hospitals for higher levels of care, it has been thought that's if there is a financial relationship it may fall foul of antikick back statute. In conversations and presentations to hospital leaders and other healthcare teams, the owners of Burr Ridge Birth Center, LLC explain how a birth center could actually open up new markets, given the larger geographic draw of birth centers, and thus produce new volume for the hospital and new revenue to the hospital from those birth center patients who risk out of the out-ofhospital option. While the hospitals may lose a small percentage of their current local business to the birth center, they have the opportunity to gain business from those patients who come from outside the hospital's normal market, seeking a birth center experience but who risk out, and therefore transfer into the hospital for higher level services. To date, none of the area hospitals have expressed in a partnership at this time, for the reasons described above; thus, they choose to reject Option B and move forward independently. The owners remain open to discussions with area hospitals for potential partnership in the future. However, in the interest of time, the owners prefer to move forward independently, to bring a unique service to the community.

Consideration of Option A vs D/Right Size of a Birth Center: Finally, the decision regarding scope/size of a free-standing birth center stems largely from the experience and market research of the ownership team. research and advice received from industry experts. Representatives from Burr Ridge Birth Center, LLC have attended the "How to Start a Birthing Center" Workshop offered by the American Association of Birthing Centers. They have also sought the advice of Dr. Steve Calvin, MD, perinatologist from the Minneapolis area and leading expert in birth center start-ups. These experts recommend that a 2- or 3-bed model is a very manageable size for opening a birthing center. Market analysis prepared as part of the business plan bears out what the experts and others were advising: 2-3 beds supports approximately 250 births/year per room for three-year return on investment. Based on market research discussed in Attachment 12, projections based on industry and market data indicate the birth center in the proposed region of southeastern DuPage County/southwest Cook County will draw a caseload of over 500 births by Year2 and over 750 by Year5. Given that each room with appropriate staffing can support 250 births/year, and the market calculations show a demand of more than 750 births/year, the decision was made to size the proposed birth center with three rooms. Start-up costs of a three-room, roughly 6400 square foot facility are approximately \$1.5M, and the owners of Burr Ridge Birth Center, LLC have raised the necessary funds to make this investment independently.

Summary of Decision:

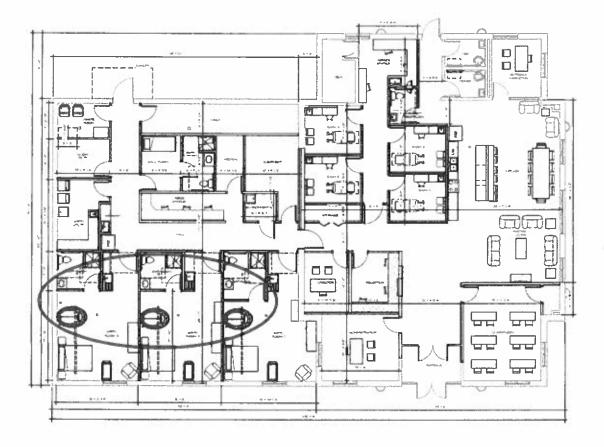




SIZE OF PROJECT							
DEPARTMENT/SERVICE	PROPOSED BGSF/DGSF	STATE STANDARD	DIFFERENCE	MET STANDARD?			
Birthing Room	399-405 sf per birthing room	Max. 2750 bgsf per birthing room *	Under by 2345-2351 sf	Yes, within standard			

^{*}Utilized Section 1110."APPENDIX B State and National Norms" for ASTC Treatment Rooms (2750 sf) as a proxy for birthing room needs. Similarly, same norms call for 476 sf for obstetric bed, which were also considered when creating dimension floorplans for proposed site.

According to Burr Ridge Birthing Center dimensioned floorplans:



Birth Room 1 = 399 sf = 338 + 61 (bathroom)

Birth Room 2 = 405 sf = 344 + 61 (bathroom)

Birth Room 3 = 398 sf = 337 + 61 (bathroom)

Total = 1203 sf

Attachment 14: Size of Project

The decision regarding scope/size of the birthing center stems from research and advice received from industry experts, as well as local market analysis, as discussed in Attachment 12/Question 6 and Attachment 13, and Attachment 32, and summarized here:

- Owners of applicant have attended the "How to Start a Birthing Center" Workshop offered by the American Association of Birthing Centers. They have sought the advice of Dr. Steve Calvin, MD, perinatologist from the Minneapolis area and leading expert in birth center start-ups. These experts recommended that a 2- or 3-bed model is a very manageable size for opening a birthing center. (Reference Attachment 13)
- Market studies of the Burr Ridge Birth Center market bore out what the experts and others were advising.
 The market research for this area projects approximately 250 births in Year1, and conservative growth estimates for 500 by Year3 and 750 by Year5. (Attachment 12/Question 6)
- Determination for caseload per room is based on the following calculations. (Attachment 32/1110.275(b)(4) Bed Capacity)

Assumptions:

- Turnover rate per bed = 26-30 hours
 - o 18-22 hours for labor, delivery, recovery and postpartum
 - o 8 hours for room cleaning/restocking)
- Maximum capacity staffing = 5 midwives

Volume Calculations and Market Demand

- Single room capacity: 365 days per year/1.25 days per birth = 292 births/year for each birth room.
 - Market demand pro forma estimate 281 births in Year 1.
- Three room capacity: 292 birth/year per room x 3 rooms = 876 births/year.
 - Market demand pro forma estimate with maximum capacity staffing, the Center will reach capacity at 785 births, or 90% of maximum capacity.



Attachment 15: Project Services Utilization

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

No response from applicant; this section not applicable due to no utilization standards for this project.

Attachment 16: Unfinished Shell Space

Provide information about square footage and use of unfinished shell space.

No response from applicant; this section not applicable due to no shell space for this project.

Attachment 17: Assurances

Provide assurances about completion of unfinished shell space.

No response from applicant; this section not applicable due to no shell space for this project.



Criterion 77 IAC 1110.275(b)(1) – "Location"

 Document that the proposed birth center will be located in one of the geographic areas, as provided in the Alternative Healthcare Delivery Act.

The Alternative Healthcare Delivery Act sets forth (specified in Section 1110.275 of the Administrative Rules that pertain to the Alternative Healthcare Delivery Act) that there shall be no more than 10 birth center alternative health care models in the demonstration program including: i) a total of 4 located in the combined Cook, DuPage, Kane, Lake, McHenry and Will counties; ii) a total of 3 located in municipalities with a population of 50,000 or more not located in an area described in subsection (b)(1)(A)(i); and iii) a total of 3 located in rural areas. Further, it specifies that for each of the geographic areas, that one birth center shall be owned or operated by a hospital and one birth center shall be owned and operated by a federally qualified health center.

The Center meets the aforementioned location requirements as follows: The proposed site is 7000 County Line Road, Burr Ridge, IL 60527, in DuPage County, as verified by **Appendix G**, the Real Estate listing. It will be the third (of ten allowed) birth center in the state, and only the second (of four allowed) in the combined areas of Cook, DuPage, Kane, Lake, McHenry and Will Counties, based on a review of the birth centers listed by the American Association of Birth Centers. According to the Association of Birth Centers, there are currently a total of two freestanding birth centers in operation in Illinois: one in Cook County at Birth Center at PCC in Berwyn, and one in downstate McLean County at Birth Center of Bloomington-Normal in Bloomington, IL.

2. Document that the proposed birth center is owned or operated by a hospital; or owned or operated by a federally qualified health center; or owned and operated by a private person or entity.

Proof of the Burr Ridge Birth Center location is documented in Attachment 2, the Letter of Intent for Lease Agreement between property owner of proposed site and owner of Burr Ridge Birth Center. The private ownership of this Center is documented in Attachment 1b, the Secretary of State Certification of Good Standing.

▶ Criterion 77 IAC 1110.275(b)(2) – "Service Provision to a Health Professional Shortage Area"

Document whether the proposed site is located in or will predominantly serve the residents of a health professional shortage area. If it will not, demonstrate that it will be located in a health planning area with a demonstrated need for obstetrical service beds or that there will be a reduction in the existing number of obstetrical service beds in the planning area so that the birth center will not result in an increase in the total number of obstetrical service beds in the health planning area.

The Center will be the <u>first</u> (of two allowed) birth centers in the A-05 Planning Area for obstetric services. The A-05 Planning Area encompasses DuPage County, according to the Inventory of Health Care Services and Facilities, published by Health Facilities and Services Review Board and Illinois Department of Public Health (2017). An image of the A-05 Planning Areas is included in **Appendix H**. Further, the <u>Center will be situated equidistance from shortage areas in western DuPage and Kane Counties and southeastern Cook County, where there are communities identified as being medically underserved and/or having healthcare professional shortages, according to Health Resources & Services Administration (HRSA), https://data.hrsa.gov/tools/shortage-area/mua-find; and https://data.hrsa.gov/tools/shortage-area/mua-find).</u>

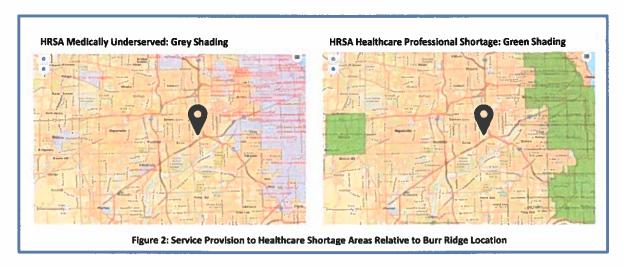
Refer to Figures 1 and 2 below, which show market area and underserved/shortage areas, respectively. As discussed in Attachment 12, birth centers traditionally having a larger marketing radius than hospitals, ranging between 25-30 miles, according to studies shared by the American Association of Birthing Centers (AABC). This



market radius is the area shaded in Figure 1, which <u>covers DuPage County and portions of Cook, Will, and Kane</u> Counties.



Figure 2 outlines the communities within the Center's market area that are identified as being medically underserved (gray shading) and having health professional shortages for primary care (green shading). Of particular interest in the Burr Ridge Birth Center market area are Aurora in the western suburbs, and several south suburban communities along the I-294 corridor, such as Alsip, Blue Island, and Harvey. The Burr Ridge location is centrally located approximately 40-45 minutes from either of these underserved regions, with particularly easy access from highways from these communities to the Center's Burr Ridge location.



The Burr Ridge location will be entering into a transfer agreement with nearby AMITA Health's Hinsdale Hospital (discussed in a later criterion of this Section V).

In 2018, AMITA Health consolidated its LaGrange facility's obstetric services into its Hinsdale location (*The LaGrange Doings*, June 4, 2018, https://www.chicagotribune.com/suburbs/la-grange/ct-dlg-hospital-ob-closing-tl-0607-story.html). The Burr Ridge Birth Center will introduce a second location, in between these two communities, for those seeking and eligible for a birth center model of care.



Criterion 77 IAC 1110.275(b)(3) ~ "Admission Policies"

Provide admission policies that will be in effect at the facility and a signed statement that no restrictions on admissions due to payor source will occur.

The admission policy to be in effect at the Center, and a signed statement from the Center's ownership affirming no restrictions on admissions due to payor source are included in **Appendix I**.

▶ Criterion 77 IAC 1110.275(b)(4) – "Bed Capacity"

Provide documentation that the proposed birth center will have no more than 10 beds.

As shown in the preliminary architectural drawing (Figure 1), Burr Ridge Birth Center will have 3 birthing room beds to support nearly 300 births in year one, with growth capacity to 500-750 annually, from Year3-5. A full set of

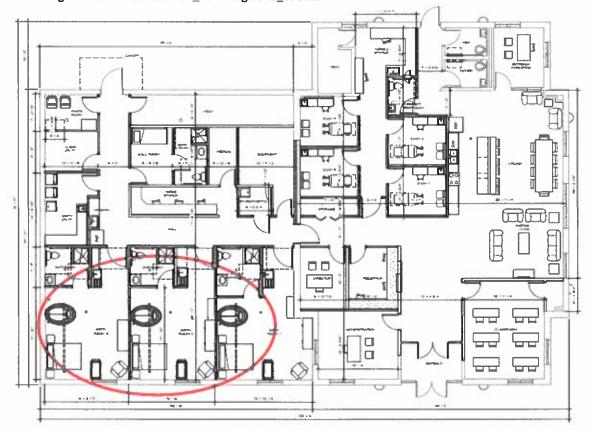


Figure 1: Dimensioned Plan_Burr Ridge Site_092019

Architectural drawings ready for IDPH approval is included as **Appendix J**. Capacity calculations and market demand assumptions that drove the three-room design follow below:



Capacity and market demand documentation for the three-room design:

Assumptions

- Turnover rate per bed = 26-30 hours
 - o 18-22 hours for labor, delivery, recovery and postpartum
 - 8 hours for room cleaning/restocking)
- Maximum capacity staffing = 5 midwives

Volume Calculations and Market Demand

- Single room capacity: 365 days per year/1.25 days per birth = 292 births/year for each birth room.
 - o Market demand pro forma estimate 281 births in Year 1.
- Three room capacity: 292 birth/year per room x 3 rooms = 876 births/year.
 - Market demand pro forma estimate with maximum capacity staffing, the Center will reach capacity at 785 births, or 90% of maximum capacity.

▶ Criterion 77 IAC 1110.275(b)(5) – "Staffing Availability"

Provide a narrative explanation of how the proposed staffing will be achieved.

The pool of candidates for the Burr Ridge Birth Center is expected to come primarily from DuPage County-based healthcare professionals, in order to keep commute time at a minimum particularly for on-call duties. Candidates from area hospitals and medical offices will be the primary source for applicants. Bringing an alternative healthcare delivery model such as a birth center to the community will give a dedicated place for certified nurse midwives and doulas to practice their profession.

To stimulate interest in potential applicants, the owners of Burr Ridge Birth Center plan to hold a staffing outreach event in late spring of 2020. Currently, planners for this event have a list of over 100 interested attendees, representing midwives, nurses, doulas, lactation consultants as well as support professionals such as counselors, chiropractors, prenatal massage therapist, birth photographers, birth related resources. In addition, many health providers for women and children, such as pediatricians, family practice providers, and OBGYNs have expressed interest in attending this event.

Refer to Appendix K for Letters of Support, most of which come from women's health care professionals.

Criterion 77 IAC 1110.275(b)(6) – "Emergency Surgical Backup"

Provide documentation of a contractual agreement that has been signed with a licensed hospital within 30 minutes ground travel time from the licensed hospital for the referral and transfer of patients in need of an emergency caesarian delivery.

Burr Ridge Birth Center, LLC has a signed contractual agreement with AMITA Health Hinsdale Hospital IL for the referral and transfer of patients in need of an emergency caesarian delivery, as shown in **Appendix L**. In addition, in **Appendix M** is the agreement with Tri-State Fire Protection District. **Appendix N** shows several maps illustrating



distances and routes between the Center and area EMS/Ambulance Services, as well as all nearby hospitals, including AMITA Health Hinsdale Hospital.

Criterion 77 IAC 1110.275(b)(7) - "Education"

A written narrative on the prenatal care and community education services offered by the birth center and how these services are being coordinated with other health services in the community.

The Burr Ridge Birth Center will use a group care model for its prenatal care and education. This model is often referred to as Centering Pregnancy, and will encompass health assessments, education and support of pregnant women who plan to birth at the birth center. Under the direction of a birthing center practitioner, 8-12 women of similar gestational ages will meet together, receive care skills, participate in discussions, and develop a support network with other group members. Each pregnancy group meets throughout pregnancy and early postpartum. The practitioner, within the group, completes standard physical health assessments. Patients meet with their midwife and other group participants for an extended period of time, usually 90-120 minutes, at regularly scheduled visits over the course of their care. This model of care promotes greater patient engagement, personal empowerment and community-building. Other services that will be provided to the community would be childbirth preparation, childbirth refresher courses, doula services, newborn care classes and breastfeeding classes. The ownership, leadership and practitioners of the Center support working work with local agencies such as the Health Department's staff to connect patients with the necessary resources for physical, emotional and financial well-being.

▶ Criterion 77 IAC 1110.275(b)(8) — "Inclusion in Perinatal System"

An applicant that is not a hospital shall identify the regional perinatal center that will provide neonatal intensive care services, as needed to the applicant birth center patients; and a letter of intent, signed by both the administrator of the proposed birth center and the administrator of the regional perinatal center, shall be provided

Burr Ridge Birth Center has a transfer agreement (see **Appendix L**, referenced in previous criterion) with AMITA Health Hinsdale Hospital, which offers Level III Perinatal services with neonatal intensive care unit (NICU).

Criterion 77 IAC 1110.275(b)(9) – "Medicare/Medicaid Certification"

Document that the proposed birth center will be certified to participate in the Medicare and Medicaid programs under titles XVIII and XIX, respectively, of the federal Social Security Act.

A signed statement from the Center's ownership affirming that that the Center will be certified to participate in Medicare and Medicaid per the criteria outlined in Criteria 77 IAC 1110.275(b)(9) is included in **Appendix O**.

Criterion 77 IAC 1110.275(b)(10)- "Charity Care"

Provision of a copy of the charity care policy that will be adopted by the proposed birth center. A copy of the charity care policy that will be adopted by the Center is included in **Appendix P**.

Criterion 77 IAC 1110.275(b)(11) - "Quality Assurance"

Provision of a copy of the quality assurance policy that will be adopted by the proposed birth center. A copy of the quality assurance policy that will be adopted by the Center is included in **Appendix Q**.



Attachment 33: Availability of Funds

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.

All funding has been privately raised from investors in Burr Ridge Birth Center, or is coming from the building owner in Tenant Improvement Allowance.

- See Attachments 3, 4 and 11 for information about investors. The total amount of investment is \$1,500,000 from nine private entities. All funds will be available in Year 0 for the project start-up. A notarized summary of the anticipated pledges is included in Appendix R, and individual attestation statements are included in Appendix S.
- Documentation of the Tenant Improvement Allowance is included in the Lease Letter of Intent, under section "Tenant Improvement Allowance" (See Attachment 2), indicating \$75/sf of approximately 6382 sf, equivalent to \$478,650, and will be complete upon execution of lease.

Attachment 34: Financial Viability Waiver

Per Section 1120.130, the applicant is NOT required to submit if all project capital expenditures are completely funded through internal resources. As documented in Attachment 33, this is the case for this project. Documentation of internal resources availability is included in Appendices R and S, noted above.

Attachment 35: Financial Viability Ratios

Per Section 1120.130, the applicant is NOT required to submit ratios if all project capital expenditures are completely funded through internal resources. As documented in Attachment 33, this is the case for this project. Documentation of internal resources availability is included in Appendices R and S, noted above.



Attachment 36: Economic Feasibility

A Reasonableness of Financing Arrangements - Document the reasonableness of financing arrangements by submitting a notarized statement signed by an authorized representative that attests 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.

Refer to

- Appendix R, a notarized summary of the anticipated pledges from investing entities.
- Attachment 2, section "Tenant Improvement Allowance", indicating \$75/sf of approximately 6300 sf.
- B Conditions of Debt Financing -- Not applicable to this project since no debt financing is involved.
- C Reasonableness of Project and Related Costs See page 44 of application
- D Project Operating Costs -- See below and also Appendix F for larger font version.

BURR RIDGE BIRTH CENTER - OPERATING EXPENSE WORKSHEET (based on 6% rate of choice)

EXPENSES	Start - Up Cost	Year 1	Year 2	Year 3
Dy ENGE	Otalt - Op Goat	2020	2021	2022
	defivery estimates	281	590	649
PERSONNEL				
Midwifery Director	\$0	\$115,000		\$137,813
Administrator / Director (1 full-time)	\$0	\$150,000	\$157,500	
CNM Staff	\$0	\$172,000	\$344,000	\$344,000
PRN Pool of CNM/Birthing Assistants	\$0	\$50,000		\$50,000
RN/BA Staff	\$0	\$100,000	\$200,000	\$200,000
Receptionist	\$0	\$45,000	\$100,000	\$100,000
Outreach Coordinator	\$17,000	\$50,000	\$50,000	\$50,000
Educator/Lactation Coordinator	\$0	\$50,000	\$50,000	\$50,000
Maintenance / Housekeeping	\$0	\$40,000	\$42,000	\$44,100
Subtotal	\$17,000	\$772,000	\$993,500	\$1,003,475
Personnel Taxes - 12%	\$2,040	\$92,640	\$119.220	\$120,417
Benefits - 5% (Health, Dental, Vision etc)	\$0		\$49,675	\$50,174
TOTAL PERSONNEL	\$19,040	\$903,240	\$1,162,395	\$1,174,066
CONTRACTED SERVICES	\$10,010	#300,E10	\$1,10E,033	W1,11-7,000
Architect (included in lease)	\$62,000	\$0	\$0	\$0
Leadership/Management Fee	\$02,000	\$20,000	\$23,000	\$25,000
Medical Director Guarantee Payment	\$0	\$20,000	\$23,000	\$25,000
OB coverage	\$0	\$60,000	\$60,000	\$60,000
Ultrasound	\$0	\$35,000	\$36,750	\$38,588
Consultation Fees	\$10,000		\$5,000	\$2,500
Legal	\$10,000			
Billing Services (6%)		\$2,500	\$2,625	\$2,756
Accounting & Payroll Expenses	\$0	\$117,054	\$244,564	\$269,363
TOTAL CONTRACTED SERVICES	\$5,000	\$6,000	\$6,300	\$6,615
	\$87,000	\$266,554	\$401,239	\$429,822
FACILITY EXPENSES				
Line of Credit Debt	\$0	\$0	\$0	\$0
Building / Rent \$40.5 per sq 6382 sq (includes NNN)	\$129,235	\$258,471	\$310,165	\$372,198
Build out (\$120 - \$140) per 6382	\$1,109,600	_		
TIA from landlord	(\$478,650)			
Telephone	\$3,000	\$3,000	\$3,150	\$3,308
IT	<u> </u>	\$4,000	\$4,200	\$4,410
Maintenance / Repairs	\$1,000	\$2,500	\$2,625	\$2,756
Minor Equipment	\$200,000	\$3,500	\$3,675	\$10,000
Postage	\$1,000	\$3,000	\$3,150	\$3,308
Printing / Copying	\$2,000	\$3,000	\$3,150	\$3,308
Furniture, outfitting the finished space	\$250,000	\$5,000	\$5,250	\$5,513
Office Supplies	\$5,000	\$5,000	\$8,000	\$8,400
Housekeeping Supplies & Laundry	\$2,000	\$4,000	\$4,000	\$4,200
Medical Supplies / Drugs / Lab	\$35,000	\$50,000	\$100,000	\$105,000
Home Visit Mileage	\$0	\$12,000	\$25,000	\$26,250
Recruitment	\$5,000	\$20,000	\$20,000	\$21,000
Travel	\$0	\$2,000	\$4,000	\$4,200
insurance - Professional & Workers Comp	\$0	\$150,000	\$157,500	\$165,375
Insurance - General	\$5,000	\$5,000	\$5,250	\$5,513
Marketing / PR / Advertising	\$10,000	\$20,000	\$20,000	\$20,000
CEU / CME	\$0	\$4,000	\$8,000	\$6,300
Membership / Dues / Subscriptions	\$2,000	\$5,000	\$5,250	\$5,513
Licenses				
Accreditations	\$8,000	\$5,000	\$5,250	\$5,513
	\$10,000	\$5,000	\$5,250	\$5,513
TOTAL FACILITY EXPENSES	\$1,339,185	\$569,471	\$700,865	\$787,574
TOTAL EXPENSE	\$1,445,225	\$1,739,265	\$2,264,499	\$2,391,462
TOTAL REVENUE	\$0			
TOTAL PROFIT / (LOSS) YTD	(\$1,445,225)	\$211,642	\$1,811,572	\$2,097,919
NET OPERATING MARGIN		11%	44%	47%

E Effect of the Project on Capital Costs – No additional capital costs are expected in the first full year at target utilization.



Attachment 37: Safety Impact Statement

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.

The Burr Ridge Birth Center will also <u>offer educational and counseling services to its patients that will help those in</u> <u>need to know how to navigate and obtain necessary social services.</u> The applicant has a history with its other birth centers of cooperating with area health department's family case management to help connect pregnant women to health and wellness services.

The proposed site of the Burr Ridge Birth Center will <u>serve residents of medically underserved and healthcare professional shortage areas</u>, within its market area. Details are discussed in Attachment 12 and Attachment 32.

The applicant has affirmed that that the Center will be certified to participate in Medicare and Medicaid, and has affirmed that is will have a Charity Care Policy, per Attachment 32; and has estimated in Attachment 38 that it may incur approximately ½% of its net patient revenue in charity care expense.



Attachment 38: Charity Care

The mission of Burr Ridge Birth Center is to provide a high-quality, cost effective out-of-hospital birth experience for low-risk pregnant mothers and babies, for prenatal care, natural childbirth, and full postpartum care. Inherent in the Center's mission are values of respect and compassion for all human beings. With its mission and values as its guiding philosophy, the Burr Ridge Birth Center is committed to always putting the needs of the patient first, and thus enacting a charitable policy designed to meet the needs of patients with difficult financial circumstances. See Appendix K for the Center's full Charity Care policy.

Projected patient mix by payer source is shown below in Table 1. Blue Cross is expected to be the largest payor at 40% and other commercial plans accounting for another 30%. Tricare and Medicaid plans will account for another 10% each; and cost sharing plans and self-pay patients will account for 5% each. The applicant's experience with other birth centers shows successful coverage Medicaid, in any of the Medicaid plans.

Given the strict health and safety criteria for treating birth center patients, prospective patients qualifying for charity care typically risk out due to the state's criteria with other related items. In these instances, the Center's staff would make sure these patients/ clients would be referred to the appropriate care providers and facilities. Based on historical data from other birth centers owned and operated by the applicants, it is anticipated that approximately 1/2% net patient revenue annually in charity care expense (Table 2).

Table 1: BIRTH CENTER REVENUE WORKSHEET (based on 6% rate of choice)

				Year 1		Year 2		Yea	ır 3	Year 4 2023		Year 5 2024	
				2020		2021		2022					
Patient Revenue	% Clients	Amount Paid	Volume	Revenue	Volume	Revenue	Volume	Revenue	Volume	Revenue	Volume	Revenue	
TOTAL OS AND NB CARE			اوزارا	281		590	100000000000000000000000000000000000000	649	USE TO SERVICE	714		785	
insurance payment Medicaid	10%	\$	1,600	28	\$ 44,800	59	\$ 94,400	65	\$ 104,000	71	\$ 113,600	79	\$ 126,400
insurance payment Tricare	10%	\$	1,800	28	\$ 50,400	59	\$ 106,200	65	\$ 117,000	71	\$ 127,800	79	\$ 142,200
Insurance payment UHC	10%	\$	3,548	28	\$ 99,344	59	\$ 209,332	65	\$ 230,820	71	\$ 251,908	79	\$ 280,292
insurance payment Aetne	10%	\$	3,400	28	\$ 95,200	59	\$ 200,600	65	\$ 221,000	71	\$ 241,400	79	\$ 268,600
insurance payment BCBS	40%	\$	3,542	112	\$396,704	236	\$ 835,912	260	\$ 920,920	285	\$ 1,009,470	314	\$ 1,112,188
insurance payment Cigna	10%	\$	3,917	28	\$109,676	59	\$ 231,103	65	\$ 254,605	71	\$ 278,107	79	\$ 309,443
cost sharing plans	5%	\$	3,000	14	\$ 42,129	29	\$ 88,472	32	\$ 97,319	36	\$ 107,051	39	\$ 117,758
self-pay	5%	\$	3,000	14	\$ 42,129	29	\$ 88,472	32	\$ 97,319	38	\$ 107,051	39	\$ 117,756
Facility SERVICE FEES	100%		220(2)	281	STATE OF THE	590	ENGANESSE.	649	100 (0000000000000000000000000000000000	714	10 Th State Of Line 11 Th	785	State of the last
Insurance payment Medicaid	10%	\$	1,700	28	\$ 47,600	59	\$ 100,300	85	\$ 110,500	71	\$ 120,700	79	\$ 134,300
insurance payment Tricare	10%	\$	1,800	28	\$ 50,400	59	\$ 106,200	65	\$ 117,000	71	\$ 127,800	79.	\$ 142,200
insurance payment UHC	10%	3	3,500	28	\$ 98,000	59	\$ 208,500	65	\$ 227,500	71	\$ 248,500	79	\$ 276,500
insurance payment Aetna	10%	13	3,300	28	\$ 92,400	59	\$ 194,700	65	\$ 214,500	71	\$ 234,300	79	\$ 260,700
insurance payment BCBS	40%	\$	2,500	112	\$280,000	238	\$ 590,000	280	\$ 650,000	285	\$ 712,500	314	\$ 785,000
insurance payment Cigns	10%	\$	6,700	28	\$187,600	59	\$ 395,300	85	\$ 435,500	71	\$ 475,700	79	\$ 529,300
cost sharing plans	5%	\$	4,000	14	\$ 56,173	29	\$ 117,963	32	\$ 129,759	36	\$ 142,735	39	\$ 157,008
self-pay	5%	\$	3,500	14	\$ 49,151	29	\$ 103,217	32	\$ 113,539	38	\$ 124,893	39	\$ 137,382
Transfers & Attrition, Infant & GYN			1000	-	0.000	K. my Arthur							
AP Attrition Initial OB Visit		\$	100	389	\$ 38,900	817	\$ 81,700	899	\$ 89,900	989	\$ 98,900	1088	\$ 108,600
AP Transfer Prenatal & PreAdmit		\$	500	70	\$ 35,000	147	\$ 73,500	162	\$ 81,000	178	\$ 89,000	196	\$ 98,000
iP Transfer Facility Services Fee		\$	500	38	\$ 19,000	80	\$ 40,000	88	\$ 44,000	97	\$ 48,500	107	\$ 53,500
Infant fees		\$	300	281	\$ 84,300	590	\$ 177,000	649	\$ 194,700	714	\$ 214,200	785	
Office Visits and Procedures (10 per	mo)	\$	100	120		132		145		160		178	
Other Revenue	-			A	100	S. Selfe	04-58				Commence		100000000000000000000000000000000000000
Breastfeeding					\$ 5,000		\$ 5,500		\$ 6,050	1	\$ 6,655		\$ 7,321
Education / Classes					\$ 5,000		\$ 5,500		\$ 6,050		\$ 6,655		\$ 7,321
Ultrasounds					\$ 10,000		\$ 11,000		\$ 12,100	1	\$ 13,310		\$ 14,641
TOTAL REVENUE			15 LIV	\$ 1,5	950,907	\$ 4	,076,071	\$ 4	,489,381	\$ 4	4,916,734	\$	5,439,707

Table 2:

CHARITY CARE											
Assuming 1/2% charity care	Yea	r1		Year2	Year:						
Net Patient Revenue	\$	1,950,907	\$	4,076,071	\$	4,489,381					
Amount of Charity Care (charges)	\$	23,533.75	\$	49,412.50	\$	54,353.75					
Cost of Charity Care	\$	6,613.34	\$	13,885.65	\$	15,274.22					





Agreement

AGREEMENT made as of the day of October in the year of Two Thousand and Eighteen (2019)

BETWEEN the Client(s): Birth Partners, INC

404 North Hershey Road, Suite C Bloomington, Illinois 61704

and the Architect:

EA Architecture & Design, Inc. 2416 E. Washington Street, Suite C-3

Bloomington, Illinois 61704

(309) 663-7111

The Client and Architect agree as set forth below:

SCOPE OF WORK :

2416 E. WASHINGTON STREET SUITE C-3

- a. The work of this agreement is to develop construction documents for the remodeling and construction of new spaces located in an existing building located at 7000 South County Road, Burr Ridge, Illinois. The existing space is approximately 3,542 square feet located. An addition will be constructed by the land lord and includes approximately 2840 square feet. The landlord will provide this space as a standard white box finish. The total square footage will be approximately 6,382 square feet.
- b. The existing space along with the additional space will be transformed into a birthing center that is required to follow the IDPH licensing requirements and at a minimum must include the following spaces: four birthing rooms, four exam rooms, a nurses station, soiled linen room, clean linen room, storage spaces, a combined waiting and kitchen area, meeting room space, office areas, on call sleep quarters, access for gurney traffic and other associated spaces.
- c. This construction requires IDPH review and certification. IDPH requires two specific document reviews: Design Development submittal and review and a Final Construction Documents submittal and review.
- d. The work shall be based upon preliminary information and documents provided to the Architect by the Client. The work shall include:
 - i. Baseline As-Built Drawings of the existing space;
 - ii. Preliminary design drawings (in sufficient detail to allow owner to

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BLOOMINGTON, IL 61704

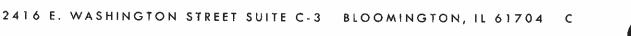


approve the design);

- iii. Design development drawings (in sufficient detail to gain approvals from the client and the Illinois Department of Public Health IDPH)
- iv. Construction documents as required for plan review by all authorities having jurisdiction (AHJ & IDPH) and for contractor bidding.
- v. Final construction documents incorporating all comments and requirements from all AHJ, IDPH, and the owner.
- e. The work shall specifically include:
 - i. Architectural design development, detail designs, drafting, construction drawings, and (1) three-dimensional colored electronic rendering,
 - ii. Engineering/design of the Mechanical, Electrical and Plumbing systems, including design sizing, layout planning, specifications and construction documents.
 - iii. Interior finish selection that includes the coordination and documentation for paint, flooring, door hardware, and light fixture selection,
 - iv. Construction specifications,
 - v. Deliverables as described below.
- f. The Architect shall include follow-up construction phase architectural services including responding to requests for information and shop drawing review.
- g. The Architect shall include site visits/AHJ meetings as follows:
 - i. Architect: up to three (3) site visits/AHJ meetings,
- h. The work of this agreement specifically EXCLUDES:
 - i. Any Permits and Fees,
 - Civil Engineering and Surveying design development, planning and construction documents to include design survey, topographic survey, site planning, site demolition plan, utilities grading, erosion control, storm water management, parking lot design, and site photometric study,
 - iii. Landscape Design and Planning to include site inventory, conceptual landscape design, and final landscape plan,
 - iv. Traffic Study Memorandum or Traffic Impact Analysis,
 - v. ALTA Survey, Phase I or Phase II Surveys, or any construction staking.
 - vi. Structural Engineering including planning, design development, detail designs, drafting and construction drawings,
 - vii. Interior Design Services that include furniture research and development; interior art development and procurement; specific interior finish selection that includes detailed renderings and associated development of those finishes, draperies, and wall coverings,
 - viii. Fire Sprinkler System Design,
 - ix. Fire Alarm System Design,

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- x. Hazardous Material Testing (ie. Lead paint, asbestos, etc.)
- xi. Low Voltage Wiring Design including Cable T.V, Data, Telephone, Intercom, etc.,
- xii. Soil Borings, Soil Testing, Material Testing or other product or process testing or service,
- xiii. Surveying of any type,
- xiv. Design, redesign or planning for any other facility, building or location,
- xv. Postage, shipping or delivery expense for sending paper copies of plans to AHJ, Client or Franchise Architect,
- xvi. Any other planning or service not expressly listed in this agreement.
- i. Assumptions: The following assumptions have been made when developing this scope of work and the associated fee:
 - i. The Client shall provide a complete legal description of all lands to be surveyed and copies of recorded easements.
 - ii. The Client shall be responsible for all permit and plan review fees including those for any AHJ.
- j. Additional services of the Architect: If authorized in writing by the owner, the architect will furnish or obtain from others additional services of the following types which will be paid for by the owner as indicated in Section 5:
 - i. Changes in Scope of Project. Additional services due to significant changes in general scope of the project or its design including, but not limited to, changes in size, complexity, or character of construction.
 - ii. Alternate Bids. Preparing documents for alternate bids requested by the owner for work that is not executed.
 - iii. Detailed Renderings, etc. Preparing detailed renderings, exhibits, or scale models for the project.
 - iv. Additional Copies and Prints. Furnishing additional copies of reports and additional prints of drawings and specifications.
 - v. Investigations, Rate Schedules, etc. Investigations involving detailed consideration of operations, maintenance, and overhead expenses; and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals and valuations; detailed quantity surveys of materials and labor; and material audits or inventories required for certification of force account construction performed by the owner.
 - vi. Special Change Orders. Preparing special change orders requested by the Owner.
 - vii. Guarantee Inspection. Making an inspection of the project prior to expiration of the guarantee period and reporting observed discrepancies under guarantees provided by the construction contract.



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- viii. Reproducible Record Prints. Furnishing the owner, on request, a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked up prints, drawings, and other data furnished by the contractor to the architect and which the architect considers significant.
- ix. Additional Services Due to Damage, Neglect, etc. Additional or extended services during construction made necessary by: (a) work damaged by fire or other cause during construction; (b) defective or neglected work of the contractor; (c) extension of the construction contract time by more than 10% (d) acceleration of the work schedule involving services beyond normal working hours; and (e) default under the construction contract due to delinquency or insolvency.
- x. Initial Start-up and Test Operation. Extensive assistance in the initial start-up and test operation of equipment or systems and the preparation of manuals of operation and maintenance.
- xi. Additional Services Due to Out-of-Town Travel. Additional services and costs necessitated by out-of-town travel (greater than 50 miles) required of the architect/engineer other than visits to the project as required by Section I of this contract.
- xii. Services Not Otherwise Provided for. Additional services in connection with the project including services normally furnished by the owner and services not otherwise provided for in this agreement.
- xiii. Expert Testimony. Preparing to serve and serving as an expert witness for the owner in any litigation or other proceeding involving the project.
- 2. CONTRACT TIME: The date of commencement for this project shall be upon receipt of this executed agreement and shall proceed without significant interruption until completion. Completion of the contract documents through submittal to the AHJ for plan review is to be in accordance with the Client's schedule as mutually agreed upon by the Architect.

3. DELIVERABLES:

- a. The work of this project shall produce the following deliverables:
 - i. Preliminary Designs to be reviewed and marked up by the Client for further development,
 - Design Intent submittal Documents for review and approval by Client and IDPH - this set of plans shall include all Architectural drawings, specifications and schedules, and Preliminary site plans,
 - iii. Plan Review Documents (Final Drawings for Construction) for submittal





- to the various authorities having jurisdiction for Plan Review including IDPH this set of plans shall include all Architectural, Mechanical, Electrical and Plumbing Drawings and specifications.
- iv. Construction Documents for use in the bidding and permitting and for use in construction of the work. These plans and specifications shall incorporate all aspects of the construction project under one set of plans and shall include all updates and comments as made by any municipal authority having jurisdiction.
- b. Each set of deliverables shall be provided to the Client in electronic (PDF) files and up to (4) four, full-size (Arch C or D) paper copies. Additional paper copies will be provided at Client's expense.

4. CLIENT'S RESPONSIBILITIES:

- a. Client's responsibilities in connection with the project shall be as follows:
 - i. Provide full information as to the Owner's requirements for the project.
 - ii. Assist architect by placing at architect's disposal all available information pertinent to the site of the project including previous reports and any other data relative to design and construction of the project.
 - iii. Furnish architect with all available and necessary existing documentation for the building, facility and site for use in development of construction documents relative to the project.
 - iv. Guarantee access to and make all provisions for architect to enter on public and private lands as required for architect to perform architect's services under this agreement.
 - v. Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by architect and render in writing decisions pertaining to such matters within a reasonable time so as not to delay the work of architect.
 - vi. Designate in writing a person to act as owner's representative with respect to the work to be performed under this agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define owner's policies and decisions with respect to drawings, materials, equipment elements, and systems pertinent to the work covered by this agreement.
 - vii. Give prompt written notice to architect whenever owner observes or otherwise becomes aware of any defect in the project.
 - viii. Furnish, or direct architect to provide at owner's expense, necessary additional services as stipulated in 4 of this agreement, or other services as

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required.

5. PAYMENT:

- a. The work as described herein shall be performed for the flat fee rate of Forty-Seven Thousand, Four Hundred Dollars (\$47,400.00).
- b. Payment Schedule: Payments shall be made as follows:
 - i. A 10% payment (\$4,740.00) shall become due and payable upon completion of preliminary design documents including as-built drawings, proposed layout plans, color exterior elevations, proposed site layout plan.
 - ii. A 20% payment (\$9,480.00) shall become due and payable upon completion of the design development documents for plan review including submission of the plans to IDPH for the Design Development Submittal. Any plan review fees and/or postage/shipping of plans to the AHJs shall be considered a straight pass-through reimbursable expense.
 - iii. A 30% payment (\$14,220.00) shall become due and payable upon completion of the construction documents for plan review including submission of the plans to the AHJ's and IDPH for the Final Construction Drawings Submittal. Any plan review fees and/or postage/shipping of plans to the AHJs shall be considered a straight pass-through reimbursable expense.
 - iv. A 15% payment (\$7,110.00) shall become due and payable upon completion of For Bidding Documents. Any plan review shall be considered a straight pass-through reimbursable expense.
 - v. A 10% payment (\$4,740.00) shall become due and payable upon the completion of the bidding and issuance of For Construction Documents.
 - vi. The final 15% payment (\$7,110.00) shall be divided concurrently with the amount of construction completed through the construction process. It will be billed on a monthly basis.
- c. As a condition of making any installment payments under Section 5(b), the Architect shall provide the Client with partial mechanics' lien waivers, in recordable form and acceptable to the Client.
- d. As a condition of and in exchange for the final payment under Section 5(b), the Architect shall provide the Client with a final mechanics' lien waiver, in recordable form and acceptable to the Client.
- e. It is the in the sole discretion of the architect as to who within his firm or as to which consultant provides the services necessary to perform the work as described herein. The Architect shall assume full responsibility for the accuracy and validity of such work within the bounds of usual and customary professional





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services.

- f. A final invoice shall be provided upon completion of the work. Should additional services be requested, fees and invoicing for those services shall be mutually agreed upon by the Architect and the Client and shall be invoiced at regular intervals corresponding to the work completed to that date.
- g. Undisputed invoiced amounts not paid within 30 days of receipt shall incur finance charges at a rate of 1% per month and further work shall cease until satisfactory payment arrangements have been made.
- h. All additional services, <u>preapproved by the Client</u>, outside the Original Scope shall be billed on a time and material bases. See Fee Schedule (Exhibit A attached) unless detailed in a fixed fee addendum approved by the Client and the Architect.

6. TERMS AND CONDITIONS:

- a. Architect: The term Architect (or architect) as used herein shall mean EA Architecture & Design, Inc., and the principals, designers, employees and consultants of EA Architecture & Design, Inc. collectively or singularly. The principal architect shall be solely responsible for assignment of the work to individuals within the EA Architecture & Design organization and/or to consultants but shall be responsible for their work to the fullest extent of the law.
- b. Client: The term Client (or client) as used herein shall mean the Owner or owners of the proposed project collectively or singularly. The Client or clients shall each be party to this agreement and shall be responsible for the provisions herein collectively or singularly.
- c. Standard of Care: In providing services under this Agreement:
 - i. The Architect represents and warrants it will endeavor to perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances,
 - ii. The Architect represents and warrants that it will perform its services in compliance with applicable laws, statutes, ordinances and other governmental requirements, including without limitation, the Americans With Disabilities Act and applicable zoning, subdivision and building codes and variances of record, and will prepare all documents under this agreement in compliance with all known governmental requirements,
 - iii. The Architect represents and warrants that all services to be rendered by the Architect under this agreement that are required by law to be performed by or under the direction of a duly licensed or registered architect or professional engineer will be rendered in compliance with







- those requirements, and
- iv. The Architect represents and warrants that all of the Architect's designs, drawings, deliverables, documentation and work product designed, created developed or produced by Architect under this agreement will not infringe upon, violate or misappropriate the copyright, patent, trade secret or other intellectual rights, confidentiality rights, or any other rights of any third party.
- d. Hidden Conditions and Hazardous Materials: It is assumed that the site conditions are readily apparent and that no hidden condition, object, abnormality, or hazardous materials exist. The Architect shall not be held responsible for the discovery of any hidden condition, abnormality or hazardous material found during the course of this project. Upon such finding, the Architect shall provide the Client with written notice of any such hidden condition, object, abnormality or hazardous material and the requirements to resolve the issue, including any additional construction costs and design/redesign fees. The Architect shall obtain written notice to proceed from the Client prior to initiating any remedial action including design or redesign.
- e. Jobsite Safety: The Architect (or any of their employees or consultants) is not responsible for Jobsite Safety. The project's General Contractor shall solely be responsible for the means, methods, techniques, and sequence of the construction process and shall be solely responsible for Jobsite Safety. No action of the Architect shall relieve the General Contractor of these obligations, duties and responsibilities.
- f. Ownership of Documents: All documents produced by the Architect under this agreement shall remain the property of the Architect and may not be used by the Client for any purpose other than as specifically contemplated by this agreement. Client is hereby granted an unlimited license for use of all documents produced by the Architect under this agreement for any purpose deemed necessary, related to this property, including but not limited to, distributing to others for future design development and to make modifications as deemed necessary by the Client, provided however that architect shall not be liable for any such modifications unless architect was engaged to produce such modifications.
- g. Insurance: The Architect shall maintain professional liability ("Errors and Omissions") insurance and general liability insurance, each in amounts not less than of \$1,000,000 per occurrence and \$1,000,000 in aggregate and workman's compensation insurance, in an amount not less than that required by the State of Illinois for the duration of the work and shall maintain coverage for professional liability coverage for "past works" for a minimum of two years after the completion of the work described herein or three years from the date of this



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Agreement, whichever is less.

- h. Dispute Resolution: This Agreement shall be governed by the laws of the State of Illinois. In the event of a legal dispute between the parties, a prevailing party shall recover its reasonable attorney's fees and costs of litigation from the other party. Should legal action be required for collection of fees rightfully due to the Architect, collection fees and costs associated with such collection action, such as the Architect's attorney's fees, shall be charged to the Client as a valid reimbursable expense above and beyond the stipulated costs.
- i. Notice: Any notice provided for or concerning this agreement shall be in writing and deemed sufficiently given when sent by certified or registered mail to the respective address of each party as set forth at the beginning of this agreement.
- j. Liability Waiver: Notwithstanding any other provision in the Agreement the Architect shall not be responsible for or liable to the Client for any changes made by the Client, or Client's representative, for reductions in the scope of work, quality or performance of materials specified or other changes or modifications to the documents or deviations from the submitted documents, which changes may include: changes which affect code compliance or are not approved or consistent with the Construction Documents or Design Specifications; the use of any materials, assemblies, components, or equipment prohibited by a code or not approved or specified by the Construction Documents or Design Specifications. The Architect shall not be liable for any such changes, unless the changes made are approved in writing by the Architect, specifically indicating that the change is in conformance with Code and all Construction Documents or Design Specifications.

k. Indemnification:

- i. The Architect will indemnify, defend and hold harmless the Client, its parents, subsidiaries and affiliates and its and their shareholders, directors, officers, members, managers, employees and agents from and against any liability, claims, demands, suits, actions, and judgments asserted claimed or prosecuted against Client, and any and all loss, cost, damage and expense (including without limitation, reasonable attorney's fees and actual costs) sustained and incurred by Client whether or not litigation is commenced, based upon or attributable or arising out of or resulting from gross negligence or willful misconduct of Architect.
- ii. The Client agrees to protect, indemnify and hold Architect harmless from and against any and all losses, costs, expenses, claims, demands, judgments, orders, decrees, damages or liabilities (including without limitation, costs of litigation and reasonable attorneys' fees) arising out of or relating to the work to be performed hereunder except to the extent that







such loss, cost, expense, claim, demand, judgment, order, decree, damages or liabilities relate to Architect's gross negligence or willful misconduct.

- 1. Addenda: The attached documents are wholly a part of this Agreement, shall apply and be enforceable to the same extent as if written herein.
 - i. Exhibit A: 2019 Fee Structure (Dated February 1, 2019)
 - ii. Exhibit B: Terms of Service/Contract Type (Dated February 1, 2019)
- 7. TERMINATION: Upon written notice to the Architect, the Client may terminate this agreement at any time. All monies due through the termination shall be paid upon acceptance of the termination notice.

8. SPECIAL PROVISIONS:

a. Minor Errors and Omissions. By executing this agreement, both parties acknowledge that the design and construction documents that result from this work may have minor errors and/or omissions. While the Architect shall perform due diligence in preventing or limiting such occurrences they do occasionally happen. In the event of such an occurrence, without malicious or negligent action by the Architect, the Owner shall hold the Architect harmless and shall bear the cost of recovery from such minor errors and omissions, singularly or collectively, up to one and one-half (1-1/2) percent of the overall cost of construction. The Architect shall provide any necessary design or plan correction at no additional fee.

9. MISCELLANEOUS.

- a. Each party hereto represents and warrants that (i) it is duly organized, validly existing and in good standing under the laws of the jurisdictions under which it is organized and doing business, (ii) the person executing this agreement has full authority to enter into this agreement and to bind that party, (iii) it holds or shall obtain on a timely basis all permits, certificates, authorities and other governmental prerequisites to the performance of its duties and responsibilities under the terms of this agreement, and (iv) it has, or will obtain on a timely basis, all resources reasonably necessary to perform its duties and obligations hereunder.
- b. The client agrees that to the extent that architect is found liable for any damages associated with the work contemplated by this agreement, architect's maximum exposure for any liability associated with this agreement shall be limited to the amount of any fees actually paid to architect.
- c. Neither the failure of either party to exercise any power given such party hereunder or to insist upon strict compliance by the other party with its obligations hereunder, nor any custom or practice of the parties at variance with



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- the terms hereof shall constitute a waiver of either party's right to demand exact compliance with the terms hereof.
- d. This agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied or incorporated herein by reference shall be of any force or effect.
- e. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.
- f. No amendment to this agreement shall be binding on any of the parties hereto unless such amendment is in writing and is executed by the party against whom enforcement of such amendment is sought.
- g. This agreement may be executed in any number of counterparts and delivered by facsimile, .PDF or other electronic means, each of which shall be deemed to be an original, but all of which, when taken together, shall constitute one instrument.
- h. This agreement is intended to be performed under, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto, and superseding all prior negotiations, understandings and agreements of such parties. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.
- i. The terms, covenants, representations, and warranties of this Agreement shall survive the Closing, except where expressly provided or limited otherwise.

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the Architect and the other to the Client.

Client(s): Buth the stress.	Architect: EA Architecture & Design, Inc.
By: COO Naura I Wagand	By: ROTALOS
Its:	Its: TROSIDAN
	1.00

This proposal is valid if signed, dated and returned before 7/10/19. Void thereafter.

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EXHIBIT A

2019 FEE SCHEDULE

HOURLY RATES:

ARCHITECT/PRINCIPAL: \$150.00 PER HOUR ARCHITECT/SENIOR ASSOCIATE: \$125.00 PER HOUR REGISTERED INTERIOR DESIGNER ASSOCIATE: \$100.00 PER HOUR JUNIOR ASSOCIATE: \$75.00 PER HOUR \$75.00 PER HOUR EXPERT WITNESS PREP/TESTIMONY: \$200.00 PER HOUR

TYPICAL CONSULTANT RATES: (APPLIED AT A RATE OF COST PLUS 10%)

STRUCTURAL ENGINEER: \$150.00 PER HOUR (est.)
CIVIL ENGINEER: \$150.00 PER HOUR (est.)
MECHANICAL ENGINEER \$150.00 PER HOUR (est.)
ELECTRICAL ENGINEER \$150.00 PER HOUR (est.)
SURVEYOR: \$90.00 PER HOUR (est.)

<u>ADDITIONAL</u> FEES:

PHOTO PROCESSING/PRINTING

SHIPPING

AT COST

PRINTING (LARGE FORMAT DRAWINGS):

PRINTING (LARGE FORMAT DRAWINGS):

\$0.25 / SF.

PRINTING (LARGE FORMAT DRAWINGS):

\$1.50 / PAGE

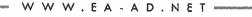
MILEAGE (PROJECTS 30+ MILES - ONE WAY)

INSURANCE/BOND (SPECIAL INS. PER PROJECT)

AT COST

February 1, 2019

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(Application pages renumbered by State Board Staff)



EXHIBIT B

TERMS OF SERVICE:

PROJECTS ARE INVOICED ACCORDING TO THE CONTRACT AND ALL UNDISPUTED INVOICES ARE DUE UPON RECEIPT. FINANCE CHARGES OF 1% PER MONTH MAY BE APPLIED TO ANY UNDISPUTED BALANCE THAT REMAINS AFTER THIRTY DAYS. A RETAINER/DEPOSIT MAY BE REQUIRED FOR ANY PROJECT.

TYPES OF CONTRACTS:
COST-PLUS - TYPICALLY FOR SMALLER COMMERCIAL PROJECTS, RESIDENTIAL WORK, AND PROJECTS WHERE THE SCOPE OF WORK MAY NOT BE RIGIDLY DEFINED.
- CLIENT IS CHARGED BY THE MAN-HOUR AT HOURLY BILLING RATES (SEE FEE SCHEDULE) AND CONSULTANTS AND ADDITIONAL FEES ARE CHARGED ACCORDINGLY. PROJECT IS INVOICED MONTHLY.
CONTRACT - PERCENTAGE BASIS - TYPICALLY FOR LARGER COMMERCIAL PROJECTS, AND HIGH-END CUSTOM HOMES WHERE ARCHITECT IS INVOLVED FROM THE START THROUGH THE CONSTRUCTION.
- CLIENT IS CHARGED A PERCENTAGE AMOUNT OF THE HARD COSTS OF THE PROJECT. CHANGE-ORDERS AND PROJECT ADDENDUMS ARE CHARGED AT SAME RATE. PROJECT IS INVOICED ACCORDINGLY WITH EACH PAY REQUEST/VERIFICATION.
☑ <u>CONTRACT - FLAT FEE:</u> TYPICALLY FOR SMALLER COMMERCIAL PROJECTS, AND PIECE WORK (I.E. DRAFTING, AS-BUILT DRAWINGS, PLAN REVIEW, ETC.)
- CLIENT IS CHARGED A NEGOTIATED FLAT FEE FOR VERY SPECIFIC SERVICES. ANY ADDITIONAL SERVICES WILL ONLY BE PERFORMED AT AN ADDITIONAL CHARGE WITH THE OWNER'S CONSENT. PROJECT IS INVOICED MONTHLY, WHEN PROJECT IS COMPLETE OR ACCORDING TO A PREDETERMINED INVOICE SCHEDULE.
DESIGN/BUILD: ARCHITECT TEAMS WITH A CONTRACTOR OR ACTS AS THE PROJECT MANAGER AND ASSEMBLES A GROUP OF SUBCONTRACTORS TO COMPLETE THE PROJECT CLIENT IS INVOICED AS PART OF THE OVERALL CONSTRUCTION CONTRACT.

February 1, 2019

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	Agreement
AGREEMENT made as of to of Two Thousand and Eight	he day of uly in the yea
BETWEEN the Client(s):	Birth Partners, INC 404 North Hershey Road, Suite C Bloomington, Illinois 61704
and the Architect:	EA Architecture & Design, Inc.

2416 E. Washington Street, Suite C-3

Bloomington, Illinois 61704

(309) 663-7111

The Client and Architect agree as set forth below:

SCOPE OF WORK :

- a. The work of this agreement is to develop construction documents for the remodeling and construction of new spaces located in an existing building located at 534 Chestnut Street, Hinsdale, Illinois. The existing space is approximately 6.511 square feet located on the second floor of an existing building.
- b. The existing space will be transformed into a birthing center that is required to follow the IDPH licensing requirements and at a minimum must include the following spaces: four birthing rooms, four exam rooms, a nurses station, soiled linen room, clean linen room, storage spaces, a combined waiting and kitchen area, meeting room space, office areas, on call sleep quarters, access for gurney traffic and other associated spaces.
- c. This construction requires IDPH review and certification. IDPH requires two specific document reviews: Design Development submittal and review and a -Final Construction Documents submittal and review.
- d. The work shall be based upon preliminary information and documents provided to the Architect by the Client. The work shall include:
 - i. Baseline As-Built Drawings of the existing space:
 - ii. Preliminary design drawings (in sufficient detail to allow owner to approve the design):
 - iii. Design development drawings (in sufficient detail to gain approvals from the client and the Illinois Department of Public Health - IDPH)

W W W EA AD, NET -





Hindale.

EA ARCHITECTURE & DESIGN,

5 PAYMENT:

- a. The work as described herein shall be performed for the flat fee rate of Forty-Seven Thousand. Four Hundred Dollars (\$47,400.00).
- b. Payment Schedule: Payments shall be made as follows:
- A 10% payment (64,740,00) shall become due and payable upon completion of preliminary design documents including as-built drawings, proposed layout plans, color exterior elevations, proposed site layout plan.
- ii. A 20% payment (\$9.480.00) shall become due and payable upon completion of the design development documents for plan review including submission of the plans to IDPH for the Design Development Submittal. Any plan review fees and/or postage/shipping of plans to the AHJs shall be considered a straight pass-through reimbursable expense.
 - iii. A 30% payment (\$14,220.00) shall become due and payable upon completion of the construction documents for plan review including submission of the plans to the AHJ's and IDPH for the Final Construction Drawings Submittal. Any plan review fees and/or postage/shipping of plans to the AHJs shall be considered a straight pass-through reimbursable expense.
 - iv. A 15% payment (\$7,110.00) shall become due and payable upon completion of For Bidding Documents. Any plan review shall be considered a straight pass-through reimbursable expense.
 - v. A 10% payment (\$4,740.00) shall become due and payable upon the completion of the bidding and issuance of For Construction Documents.
 - vi. The final 15% payment (\$7,110.00) shall be divided concurrently with the amount of construction completed through the construction process. It will be billed on a monthly basis.
 - c. As a condition of making any installment payments under Section 5(b), the Architect shall provide the Client with partial mechanics' lien waivers, in recordable form and acceptable to the Client.
 - d. As a condition of and in exchange for the final payment under Section 5(b), the Architect shall provide the Client with a final mechanics lien waiver, in recordable form and acceptable to the Client.
- e. It is the in the sole discretion of the architect as to who within his firm or as to which consultant provides the services necessary to perform the work as described herein. The Architect shall assume full responsibility for the accuracy and validity of such work within the bounds of usual and customary professional services.
- f. A final invoice shall be provided upon completion of the work. Should additional services be requested, fees and invoicing for those services shall be mutually

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WWW EA-AD NET-

PROCUREMENT AND CONTRACT DOCUMENT Bid Form

To:

Birth Partners, Inc

404 North Hershey Road, Suite C Bloomington, Illinois 61704

Project:

BURR RIDGE BIRTHING CENTER

Date:

10/25/19

Submitted by: (full name)

Tarter Construction, LLC

(full address)

1012 Ekstam Dr. Suite #1 Bloomington, IL 61704

1. OFFER

Having examined the Place of the Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by EA Architecture & Design, Inc., Architect for the above mentioned project, we, the undersigned, hereby offer to enter into a contract to perform the Work for:

(Amount shall be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern.)

- A. Base Bid: All work associated with the Burr Ridge Birthing Center for the contract sum of:

 One Million One Hundred and Nine Thousand and Six Hundred Dollars (\$1,109,600.00).
- B. Allowances: Include in the Base Bid a Contingency Allowance of 10% based on the total amount of construction for use according to Owner's written instructions. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

Contingency Allowance: \$91,703.00

All federal taxes, State of Illinois taxes, and local municipal taxes as applicable are included in the Bid Sum.

2. ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for seventy-five (75) days from the Bid closing date.

If the Bid is accepted by the Owner within the time period stated above, we will:

- A. Execute the Agreement within ten (10) days of receipt of Notice of Award.
- B. Furnish the required Certificate of Insurance within ten (10) days of receipt of Notice of Award in the form and amounts described in the Supplementary Conditions.
- Commence work as established by the written Notice to Proceed.

Burr Ridge Birthing Center 19-071 1



If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds(s), the Bid Security shall be forfeited as damages to the Owner by reason of our failures.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

3. CONTRACT TIME

Pending receipt of the Notice to Proceed, the Contractor will have access to the site no earlier than 30 days from the Notice to Proceed.

The Owner requires that the work of this contract be completed as quickly as possible. Consideration will be given to time of completion when reviewing the submitted bids.

4. CONTRACTOR'S FEES FOR CHANGES IN THE WORK

Lump Sum or Time and Materials Changes: We the undersigned bidder agree that the following percentages for overhead and profit shall be added to job costs for the net amount of work added to or deleted from the contract by written lump sum or time and material change orders recommended by the Architect and approved by the Owner, in accordance with Article 7 of the General Conditions:

Add to net extra for job costs for additional work performed by:

Our own forces 15%
Our subcontractors 10% (including assigned subcontractors).

Add to net credit for job costs for deleted work originally to have been performed by:

Our own forces 10% Our subcontractors 5%

Note: Insurance, bond and taxes are considered as job cost items and are not included in the percentages listed above.

5. ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum # _	N/A	Dated
Addendum #_	N/A	Dated
Addendum # _	N/A	Dated
Addendum #	N/A	Dated

Burr Ridge Birthing Center 19-071



6. SUBCONTRACTORS

The following work will be performed (or provided) by the Subcontractors we have indicated below:

	Name of Subcontractor
Heating, Ventilating and Air Conditioning	g Battaglia Industries
Plumbing:	Soukup Plumbing
Electrical:	WWA Electrical Company
Fire Protection:	Fox Valley Fire and Safety
Gypsum Board Systems:	Tarter Construction
Acoustical Ceilings:	Tarter Construction
Flooring:	Carpet One Flooring Center
Painting:	Southwest Painting
Finish Carpentry:	Tarter Construction
prior written permission to change has to the second secon	
(Bidder - please print the full name of your F	Proprietorship Partnership or Corporation)
was hereunto affixed in the presence of:	rophotorship, i arthership, or corporation,
Seffrey D. Tarter	President
(Authorized signing officer)	(Title)
(Seal)	
N/A	N/A
(Authorized signing officer)	(Title)
If the bid is a joint venture or partnership, ac	d additional forms of execution for each member of the joint

If th venture in the appropriate form or forms as above.

END 00 4100





1 Brickyard Drive Bloomington, IL 61701 (309)727-4444 www.bricktechgroup.com



We have prepared a quote for you

Burr Ridge Office Build-Out

QUOTE # 000068 V1

PREPARED FOR

Burr Ridge Birth Center

PREPARED BY

Mindy Taylor





Phone System Hardware

	Sı	ıbtotal:	\$1,819.86
Hardware must be paid for in full upon ordering.			
Grandstream Enterprise IP Color VoIP Phone	\$129.99	14	\$1,819.86
Description	Price	Qty	Ext Price

Phone System Software

Description Description	Price	Qty	Ext Price	
PBX EndPoint Manager License	\$160.00	1	\$160.00	
Software must be paid for in full upon ordering.				
	S	ubtotal:	\$160.00	

Phone System Monthly Service

Description	Price	Qty	Ext Price
BTG VoIP Phone Service Includes phone system management and support, unlimited minutes, caller ID, unlimited inbound/outbound concurrent calls, hosted system, and voicemail. Price does not include taxes.	\$149.99	1	\$149.99
	Si	ubtotal:	\$149.99

Office and Network Hardware

Description	Price	Qty	Ext Price
SonicWALL TZ300 Series Network Security Firewall SonicWALL Firewall	\$599.99	1	\$599.99
Ubiquiti UniFi Wireless Access Point Wireless Access Point	\$119.99	2	\$239.98
Ubiquiti UniFi Network Switch 48-Port PoE Switch	\$999.99	1	\$999.99
ICC 48-Port Blank Patch Panel 48-Port Blank Patch Panel	\$24.99	1	\$24.99
Cat6 HD Keystone Jack Cat6 High Density Keystone Jack	\$2.99	48	\$143.52
22U Wall Mount Open Frame Network Equipment Rack 17.75" deep network equipment rack	\$376.99	1	\$376.99



Office and Network Hardware

Description	Price	Qty	Ext Price
NavePoint Server Shelf 19" 19" Server Shelf	\$32.99	2	\$65.98
Ubiquiti Dome IP Camera Wide-Angle 1080p Dome IP Camera with Infrared	\$174.99	4	\$699.96
Ubiquiti Cloud Key Ubiquiti Cloud Key Gen2 Plus	\$249.99	1	\$249.99
2TB HDD for NVR 2TB HDD	\$159.99	1	\$159.99
Epson Workforce Scanner Epson Scanner	\$364.99	2	\$729.98
Epson All-in-One Wireless Printer Epson All-in-One Color Inkjet Wireless Printer	\$249.99	2	\$499.98
Canon imageCLASS Printer Canon imageCLASS Monochrome Laser Printer with Scanner, Copier, and Fax	\$269.99	1	\$269.99
Logitech Pro Stream Webcam Logitech Pro Stream Webcam	\$94.99	1	\$94.99
Samsung 55" Smart LED HD TV Samsung 55" Smart LED HD TV	\$449.99	3	\$1,349.97
Monoprice Wall Mount Monoprice Full-Motion Articulating TV Wall Mount Bracket	\$134.99	3	\$404.97
Lenovo IdeaPad S340 15.6" Notebook i5, 8GB RAM, 256GB SSD, FHD Display, Windows 10 Pro	\$749.99	5	\$3,749.95
Cat6 HD Keystone Jack Cat6 High Density Keystone Jack	\$2.99	30	\$89.70
Wall Plate Keystone Wall Plate, Flush Mount, 1 Gang, 1 Port - White	\$1.49	30	\$44 .70
Hardware must be paid for in full upon ordering.			
	Su	ubtotal:	\$10,795.61

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Door Entry Security System Hardware

Description	Price	Qty	Ext. Price
Door Entry Security System	\$1,500.00	7	\$10,500.00
Estimate of \$800 - \$1,500 PER door. Due to the uncertainty of the type of door and door jam, we will need to evaluate the doors closer to the build-out.			
Hardware must be paid for in full upon ordering.			
	Si	ubtotal:	\$10,500.00

Labor

Description	Price	Qty	Ext Price
Labor	\$95.00	15	\$1,425.00
Camera system and NVR configuration and installation, cabling for network.			
Labor	\$95.00	55	\$5,225.00
Build new PBX system, phone configuration, cabling for network, installation, training, and system customization.			
Labor	\$95.00	20	\$1,900.00
Firewall, network, rack, and WiFi installation, cabling for network.			
Labor	\$95.00	25	\$2,375.00
Door security system installation and customization.			
Labor	\$95.00	10	\$950.00
TV and mount installation with network setup.			

Our estimate for total labor costs is 125-150 hours total. The figures above represent labor based on 125 hours, our highest estimate on time is 150 hours which includes travel time. If anything unforeseen should occur and labor goes beyond 150 hours, all subsequent labor will be fair billed at \$47.50 per hour.

Subtotal: \$11,875.00

Monthly Email Service

	S	ubtotal:	\$12.50
Microsoft O365 Business Premium Email Subscription Price is PER user	\$12.50	1	\$12.50
Description	Price	Qty	Ext Price



Burr Ridge Office Build-Out

Prepared by:

Brick Technology Group

Mindy Taylor (309)727-4444

mindy.taylor@bricktechgroup.com

Prepared for:

Burr Ridge Birth Center 7000 S County Line Road Burr Ridge, IL 60527

Laura Wiegand

lauraw@obgyncare.com

Quote Information:

Quote #: 000068

Version: 1

Delivery Date: 11/05/2019 Expiration Date: 01/31/2020

Quote Summary

Description	Amount
Phone System Hardware	\$1,819.86
Phone System Software	\$160.00
Office and Network Hardware	\$10,795.61
Door Entry Security System Hardware	\$10,500.00
Labor	\$11,875.00
Subtotal:	\$35,150.47
Estimated Tax:	\$2,036.60
Total:	\$37,187.07

Need to pay by card? Call us at (309) 727-4444 to make a payment by phone or to request a virtual invoice.

_			_	_
Rr	ick.	Techn		Group
~			UIUUV	Oloub

Burr Ridge Birth Center

Signature:	Mindy Laylor	Signature:		
Name:	Mindy Taylor	Name:	Laura Wiegand	
Title:	Office Administrator	Date:		
Date:	11/05/2019			

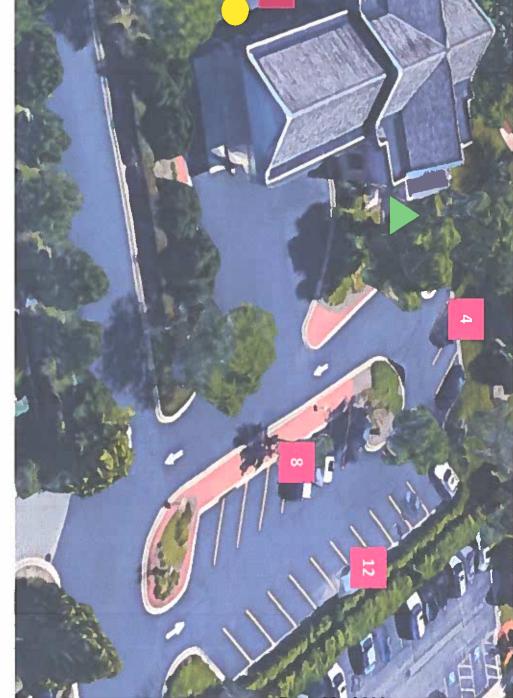
PAGE

PARKING & ENTRANCE: 7000 county Line Road, Burr Ridge, IL

24 Parking spots available

Additional Staff Parking

TRANSFERS: Ambulance Parking, grade level, $1^{\rm st}$ floor & sheltered from inclement weather ENTRANCE: Grade level, sheltered from inclement weather & accessible to handicapped persons



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Public Transportation / Bus Stops: 7000 county Line Road, Burr Ridge, IL

Carriage Way/County Line Stop ID 27806 Carriage Way/County Line Stop ID 27889



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Appendix 🖵

42884.6 total births
83% of pregnancies are low-risk
35594.2 low risk pregnancies
6% Studies show 5-10% of women would choose birth center, estimating lower
2136 # of women that would choose a Birth Center
0.5 1/2 the year

10% Projection Growth Over Five Years

Utilization	- 1	Year 1	Year 2	Year 3	Year 4	Year 5	
Orientation	ţ	1068	1175	1292	1421	1563	
Registration	-10%	961	1057	1163	1279	1407	90%
Attrition	-19%	778	856	942	1036	1140	81%
Due this Year	-50%	389	428	471	518	570	50%
Carried over from last year			389	428	471	518	
Total Caseload this year		389	817	899	989	1088	
Transfers: AP and PreAdmit	-18%	-70	-147	-162	-178	-196	82%
admitted t		319	670	737	811	892	
Transfers: P after Admissio	n -12%	-38	-80	-88	-97	-107	88%
Births at Birth Center	1	281	590	649	714	785	
	per mos	23	49	54	59	65	12 mos
	per room	8	16	18	20	22	3 rooms
	per midwife	5	10	11	12	13	5 midwives
	1	Year 1	Year 2	Year 3	Year 4	Year 5	

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BIRTH CENTER REVENUE WORKSHEET (based on 6% rate of choice)

			Ye	ar 1	Ye	ar 2	Yea	ır 3	Ye	ar 4	Ye	ar 5
			20	20	20	021	20	22	20	023	20)24
	%	Amount										
Patient Revenue	Clients	Paid	Volume	Revenue	Volume	Revenue	Volume	Revenue	Volume	Revenue	Volume	Revenue
TOTAL OB AND NB CARE	4	1122	281		590	74	649	-	714	No. of the last of	785	
insurance payment Medicaid	10%	,		\$ 44,800	59	4 4 1 1 1 1 2 2	65		71		79	
insurance payment Tricare	10%		28	\$ 50,400	59	\$ 106,200	65		71		79	\$ 142,200
insurance payment UHC	10%	,		\$ 99,344	59	4		\$ 230,620	71	,	79	\$ 280,292
insurance payment Aetna	10%	4 -,		\$ 95,200	59	\$ 200,600	65	\$ 221,000	71	\$ 241,400	79	\$ 268,600
insurance payment BCBS	40%	\$ 3,542	112	\$ 396,704	236	\$ 835,912	260	\$ 920,920	285	\$ 1,009,470	314	
insurance payment Cigna	10%	\$ 3,917	28	\$ 109,676	59	\$ 231,103	65	\$ 254,605	71	\$ 278,107	79	\$ 309,443
cost sharing plans	5%	\$ 3,000	14	\$ 42,129	29	\$ 88,472	32	\$ 97,319	36	\$ 107,051	39	\$ 117,756
self-pay	5%	\$ 3,000	14	\$ 42,129	29	\$ 88,472	32	\$ 97,319	36	\$ 107,051	39	\$ 117,756
Facility SERVICE FEES	100%		281		590		649		714		785	Carlo Hyane
insurance payment Medicaid	10%	\$ 1,700	28	\$ 47,600	59	\$ 100,300	65	\$ 110,500	71	\$ 120,700	79	\$ 134,300
insurance payment Tricare	10%	\$ 1,800	28	\$ 50,400	59	\$ 106,200	65	\$ 117,000	71	\$ 127,800	79	\$ 142,200
insurance payment UHC	10%	\$ 3,500	28	\$ 98,000	59	\$ 206,500	65	\$ 227,500	71	\$ 248,500	79	\$ 276,500
insurance payment Aetna	10%	\$ 3,300	28	\$ 92,400	59	\$ 194,700	65	\$ 214,500	71	\$ 234,300	79	\$ 260,700
insurance payment BCBS	40%	\$ 2,500	112	\$ 280,000	236	\$ 590,000	260	\$ 650,000	285	\$ 712,500	314	\$ 785,000
insurance payment Cigna	10%	\$ 6,700	28	\$ 187,600	59	\$ 395,300	65	\$ 435,500	71	\$ 475,700	79	\$ 529,300
cost sharing plans	6%	\$ 4,000	14	\$ 56,173	29	\$ 117,963	32	\$ 129,759	36	\$ 142,735	39	\$ 157,008
self-pay	6%	\$ 3,500	14	\$ 49,151	29	\$ 103,217	32	\$ 113,539	36	\$ 124,893	39	\$ 137,382
Transfers & Attrition, Infant & GYN	1	- 10			-							a market
AP Attrition Initial OB Visit		\$ 100	389	\$ 38,900	817	\$ 81,700	899	\$ 89,900	989	\$ 98,900	1088	\$ 108,800
AP Transfer Prenatal & PreAdmit		\$ 500	70	\$ 35,000	147	\$ 73,500	162	\$ 81,000	178	\$ 89,000	196	\$ 98,000
IP Transfer Facility Services Fee		\$ 500	38	\$ 19,000	80	\$ 40,000	88	\$ 44,000	97	\$ 48,500	107	\$ 53,500
Infant fees		\$ 300	281	\$ 84,300	590	\$ 177,000	649	\$ 194,700	714	\$ 214,200	785	\$ 235,500
Office Visits and Procedures (10 per n	no)	\$ 100	120	\$ 12,000	132		145	\$ 14,500	160	\$ 16,000	176	\$ 17,600
Other Revenue											THE PARTY NAMED IN	DO HE OF
Breastfeeding				\$ 5,000		\$ 5,500		\$ 6,050		\$ 6,655		\$ 7,321
Education / Classes				\$ 5,000		\$ 5,500		\$ 6,050		\$ 6,655		\$ 7,321
Ultrasounds				\$ 10,000		\$ 11,000		\$ 12,100		\$ 13,310		\$ 14,641
TOTAL REVENUE	100	0:7/=	\$ 1,	950,907	\$ 4	,076,071	\$ 4	,489,381	\$	4,916,734	\$	5,439,707
			Va	ar 1	Vo	аг 2	Yea	r 3	Vo	ar 4	Vo	ar 5

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EXPENSES	Start - Up Cost	Year 1	Year 2	Year 3	Year 4	Year 5
	CONTRACTOR OF CO	2020 281	Year 2 2021 190	Year 3 2022 849	2023 714	2024 785
PERSONNEL	delivery estimates	201	590	649	714	785
Midwlfery Director	\$0	\$115,000	\$131,250	\$137,813	\$144,703	\$151,93
Administrator / Director (1 full-time)	\$0	\$150,000	\$157,500	\$165,375	\$173,643.75	\$182,32
CNM Staff	\$0	\$172,000	\$344,000	\$344,000	\$361,200	\$379,26
PRN Pool of CNM/Birthing Assistants	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,00
RN/BA Staff	\$0	\$100,000	\$200,000	\$200,000	\$210,000	\$220,50
Receptionist	\$0	\$45,000	\$100,000	\$100,000	\$105,000	\$110,25
Outreach Coordinator	\$17,000	\$50,000	\$50,000	\$50,000	\$52,500	\$55,12
Educator/Lactation Coordinator	\$0	\$50,000	\$50,000	\$50,000	\$52,500	\$55,12
Maintenance / Housekeeping	\$0	\$40,000	\$42,000	\$44,100	\$46,305	\$48,62
Subtotal	\$17,000	\$772,000	\$993,500	\$1,003,475	\$1,051,149	\$1,101,20
Personnel Taxes - 12%	\$2,040	\$92,640	\$119,220	\$120,417	\$126,138	\$132,14
Benefits - 5% (Health, Dental, Vision etc)	\$0	\$38,600	\$49,675	\$50,174	\$52,557	\$55,06
TOTAL PERSONNEL	\$19,040	\$903,240	\$1,162,395	\$1,174,088	\$1,229,844	\$1,288,41
CONTRACTED SERVICES	\$10,040	4900,240	41,102,000	\$1,114,000	#1,accopy+	\$1,E00(1)
Architect (Included in lease)	\$62,000					
Leadership/Management Fee	\$0	\$20,000	\$23,000	\$525,0000	\$27,000	\$30,00
Medical Director Guarantee Payment	\$0	\$20,000	\$23,000	\$25,000	\$27,000	\$30,00
OB coverage	\$0	\$60,000	\$60,000	\$80,000	\$60,000	\$60,00
Ultrasound	\$0	\$35,000	\$36,750	\$38,588	\$40,517	\$42,54
Consultation Fees	\$10,000	\$6,000	\$5,000	\$2,500	\$2,500	\$2,50
Legal	\$10,000	\$2,500	\$2,625	\$2,756	\$2,894	\$3,03
Billing Services (6%)	\$0	\$117,054	\$244,584	\$269,363	\$295,004	\$326,38
Accounting & Payroll Expenses	\$5,000	\$8,000	\$6,300	\$6,615	\$6,946	\$7,29
TOTAL CONTRACTED SERVICES	\$87,000	\$266,554	\$401,239	\$429,822	\$461,861	\$501,757
FACILITY EXPENSES	\$67,000	\$200,004	\$401,238	\$429,022	\$401,001	\$301,131
Line of Credit Debt	\$0	\$0	\$0	60	\$0	\$
Building / Rent \$40.5 per sq 6382 sq (includes NNN)	\$129,235	\$258,471	\$310,165	\$0 \$372,198	\$446,638	\$535,96
Build out (\$120 - \$140) per 6382	\$1,109,600	\$Z30, 4 71	\$310,100	93/2,190	\$440,030	\$000,00
TIA from landlord	(\$478,650)					
Telephone	(3476,050)	62 0001	E0 450)	e2 2001	\$3,476]	\$3,64
Treephone		\$3,000	\$3,150	\$3,308	\$4,631	\$4,86
Maintenance / Repairs	\$40,000	\$4,000 \$2,500	\$4,200 \$2,625	\$4,410 \$2,756	\$2,894	\$3,03
	\$1,000				\$3,858.75	\$4,05
Minor Equipment	\$1,000	\$3,500	\$3,675	\$10,000		\$3,64
Postage		\$3,000	\$3,150	\$3,308	\$3,473	
Printing / Copying Furniture, outfitting the finished space	\$2,000	\$3,000	\$3,150	\$3,308	\$3,473	\$3,64 \$6,07
Purniture, outriting the inished space	250000	\$5,000	\$5,250	\$5,513	\$5,788	
Office Supplies	\$5,000	\$5,000	\$8,000	\$8,400	\$8,820	\$9,26
Housekeeping Supplies & Laundry Medical Supplies / Drugs / Lab	\$2,000	\$4,000	\$4,000	\$4,200	\$3,001	\$3,15
Medical Supplies / Drugs / Lab	\$35,000	\$50,000	\$100,000	\$105,000	\$110,250	\$115,76
Home Visit Mileage	\$0	\$12,000	\$25,000	\$26,250	\$27,563	\$28,94
Recruitment	\$5,000	\$20,000	\$20,000	\$21,000	\$22,050	\$23,15
Travel	\$0	\$2,000	\$4,000	\$4,200	\$4,410	\$4,63
Insurance - Professional & Workers Comp	\$0	\$150,000]	\$157,500	\$165,375	\$173,644	\$182,32
Insurance - General	\$5,000	\$5,000]	\$5,250	\$5,513	\$5,788	\$6,07
Marketing / PR / Advertising	\$10,000	\$20,000	\$20,000	\$20,000	\$21,000	\$22,05
CEU / CME	\$0	\$4,000	\$6,000	\$6,300	\$6,615	\$6,94
Membership / Dues / Subscriptions	\$2,000	\$5,000	\$5,250	\$5,513	\$5,788	\$6,07
Licenses	\$8,000	\$5,000	\$5,250	\$5,513	\$5,788	\$6,07
Accreditations	\$10,000	\$5,000	\$5,250	\$5,513	\$5,788	\$6,07
TOTAL FACILITY EXPENSES	\$1,339,185	\$569,471	\$700,865	\$787,574	\$874,733	\$985,46
TOTAL EXPENSE	\$1,445,225	\$1,739,265	\$2,264,499	\$2,391,482	\$2.566.437	\$2,775,63
TOTAL REVENUE	20.2	1,950,907 \$	4,076,071 \$	4,489,381 \$	4,916,734 \$	5,439,70
YOYAL PROFIT / (LOSS) YTD NET OPERATING MARGIN	18 (44-275)	\$211,642	\$1.811,572	\$2,097,919	\$2,350,297 48%	\$2,664,07
		11%				

8 Moderzation Confidential 1/1/2020



BUR RIDGE SIRTH CENTER - OPERATING EXPENSE WORKSHEET (based on 6% rate of choice)

EXPENSES	Start - Up Cost	Year 1	Year 2	Year 3	Year 4	Year 5
		2020	2021	2022	2023	2024
	delivery estimates	281	590	649	714	785
3. PrePlanning Costs	\$42,040					
11.Consulting and Other Fees	\$50,000					
2 Movable or Other Equipment	\$331,000					
6 Capitalized	\$200,000					
10 Architural	\$62,000					
15 Fair Market	\$129,235					
	\$1,923,875					
	(\$478,650)					
	\$1,445,225					

Confidential 1/1/2020

7000 COUNTY LINE RD.

BURR RIDGE IL 60527





PROPERTY INFO

- $+ \pm 4,200$ SF on a 1.95 acre site
- + Asking Price: \$840,000
- + Zoning: B-1 PUD
- + Hard corner location on County Line Rd. and Veterans Blvd., just north of the I-55 interchange
- + Neighbors include Springhill Suites, Marriott, and Loyola Center for Health; Close by to Burr Ridge Village Center
- Ideal for professional services, medical, and office users
- PIN# 09-24-404-004; DuPage County

Demographics

1			
	1 MILE	3 MILES	5 MILES
Population	4,765	71,456	198,898
Daytime Population	9,998	79,761	199,100
Average HH Income	\$172,508	\$143,695	\$130,074
# Households	1,875	28,217	77,047

Kim McGuire

Senior Vice President +1 312 935 1974 kim.mcguire@cbre.com

www.cbre.com



FOR SALE

7000 COUNTY LINE RD.

BURR RIDGE, IL 60527







www.cbre.com

PAGE

FOR SALE 7000 COUNTY LINE RD.

BURR RIDGE, IL 60527







CONTACT US

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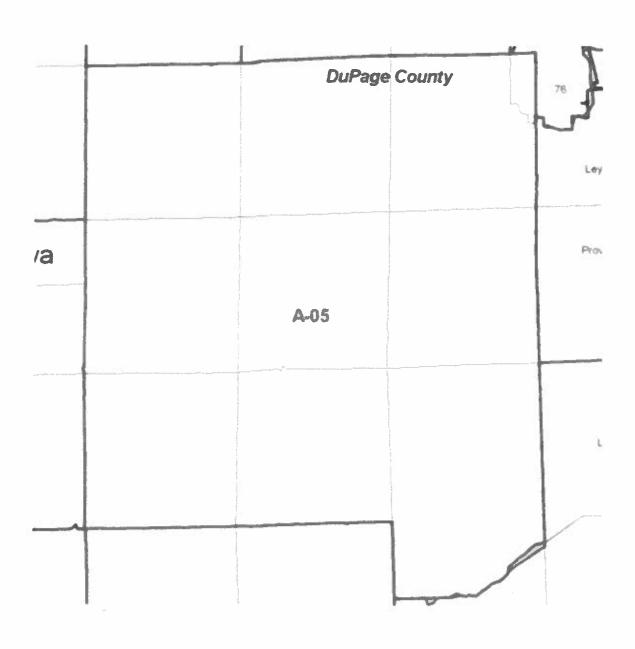


Inventory of Health Care Facilities and Services and Need Determinations

Illinois Health Facilities and Services Review Board Illinois Department of Public Health

9/1/2017 Page 5

E) Planning Area A-5: DuPage County.







ADMISSION POLICY

Screening Risk Criteria for admission and retention of birth center clients

- 1. The following criteria will be used by the Certified Nurse Midwives to determine which women and newborns can be safely cared for in the birth center. Risk screening is a continuous, on-going process that begins with the prospective OB inquiry and ends when the mother and newborn are discharge from the birth center in stable condition.
- 2. In general, eligibility for giving birth in the birth center requires an essentially healthy woman who has carried a singleton fetus to term, whereas the fetus is in vertex presentation for delivery, and who by general clinical standards can reasonably anticipate a normal spontaneous vaginal delivery.
- 3. The following factors identified as absolute contraindications to Birth Center care:
 - a. Previous uterine surgery, including but not limited to cesarean section.
 - b. Three or more consecutive spontaneous abortions prior to this pregnancy
 - c. Pre-existing disease requiring medical management including but not limited to diabetes, hypertension, heart disease, renal pulmonary, hemolytic disease, hyperthyroidism, neuro-psychiatric disorders and seizure disorders.
 - d. Drug or alcohol abuse.
 - e. Multiple gestation
 - f. Previously undetermined physical or emotional illness that requires medical management beyond the CNM scope of practice.
 - g. Abnormal lab results including but not limited to: confirmed HIV positive, Confirmed RPR positive, hemoglobinopathies, Rh Sensitization
- 4. The following factors identified are relative contraindications to Birth Center care:
 - a. Age at delivery <16
 - b. Primigravida >40
 - c. Multigravida >45
 - d. Grand-Multiparity >10 pregnancies
 - e. History of premature delivery, pregnancy or delivery complications.
 - f. Family history or prior child with hereditary disease or congenital anomalies
 - g. Pregnancy >24 weeks with no prenatal care this pregnancy.
 - h. Fetal loss (>2nd trimester) or neonatal loss with the last pregnancy
- 5. These additional factors which appear or develop in the course of the antepartum care may require consult or referral to appropriate level of medical management
 - a. Hyperemesis associated with weight loss persisting into the second trimester.
 - b. Incompetent cervix
 - c. Anemia unresponsive to treatment

Cut-off values for anemia in pregnant women

<u>l rimester</u>	<u>Hgb (<g dl)<="" u=""></g></u>	<u> Hct (<%)</u>
First	11.0	33.0
Second	10.5	32.0
Third	11.0	33.0

- d. Gestational diabetes requiring management with oral medication or insulin.
- e. Gestational hypertension unresponsive to midwifery management.
- f. Preeclampsia with or without severe features.





- g. Abnormal fetal growth, fetal anomalies, IUGR, IUFD.
- h. Polyhydramnios or oligohydramnios
- i. Preterm labor with cervical change
- j. Placental complications including but not limited to placenta previa or placental abruption.
- k. Pregnancy exceeding 42 completed weeks.
- Acute onset or exacerbation of a medical condition requiring care beyond the midwifery scope.
- m. Client noncompliance with healthcare responsibilities or required birth center care and or inability to form or maintain respectful relationship with the staff.
- 6. The following conditions which appear or develop during the intrapartum course which may necessitate transfer or admission to the hospital and medical management. The CNM will determine the appropriate ongoing role for the CNM should any of these conditions occur:
 - a. Onset of labor at <37 weeks
 - b. Fetal malpresentation
 - c. Active HSV lesion
 - d. Rupture of membranes >24 hours without labor
 - e. Chorioamnionitis
 - f. Fever
 - g. Cord Prolapse
 - h. Hemorrhage
 - i. Blood pressure >150/100 or indicators of preeclampsia
 - i. Fetal distress
 - k. Thick meconium stained amniotic fluid
 - I. Failure to progress in labor.

The following will serve as the guidelines for dysfunctional labor patterns and require consultation with MD:

Dysfunctional labor:

- a. In the first stage of labor, 6cm or greater with membranes ruptured, arrest of labor will be determined along with the clinical judgment of the CNM and the collaborating physician if there has been no cervical change with adequate contractions palpating every 2-3 minutes, for 4 to 6 hours.
- b. In the second stage of labor, arrest will be determined along with the clinical judgment of the CNM and the collaborating physician if no progress (descent or rotation) for 3 hours or more in a nulliperous women without epidural and 2 hours or more in a multiperous women without epidural. (Epidural analgesia is not offered at the birthing center).
- 7. The following post-partum conditions would require that the mother be transferred to the hospital for medical management.
 - a. Retained placenta
 - b. Hemorrhage (EBL >1500) or hemodynamically unstable
 - c. Laceration requiring extensive repair not in the scope or expertise of the midwife. (MD will have discretion over whether the client needs transferred. MD may decide to repair an extensive laceration including a 3rd or fourth degree laceration at the birth center if able to perform adequately and with appropriate pain management.)
 - d. Any medical condition of the mother requiring > 12 hours observation post-partum.





- e. Post-partum preeclampsia.
- 8. The following conditions of the newborn require transfer of the infant to pediatric care and or the hospital.
 - a. Apgar score < 7 at 5 minutes of age
 - b. Weight < 2500 grams and or indications of prematurity.
 - c. Major anomaly
 - d. Problems with respiration of thermoregulation
 - e. Any medical condition of the newborn requiring more than 12 hours of observation after birth.

Pre-admission contact- All inquiries to the Birth Center will be addressed with open, honest communication about the birth center encouraging a positive public image.

1. Procedure:

- a. A client inquiry sheet is completed by the nurse on all women seeking information about the Birth Center.
- b. The nurse will obtain all the necessary information on the inquiry sheet as appropriate.
- c. If it is clear that the person does not meet the risk criteria, she should be advised of that fact with an explanation of the risk criteria for prenatal care and safe birth practices at the birth center.
- d. After the initial phone interview, potential clients meeting the risk criteria qualifications are scheduled for "Good Beginnings "class as an orientation to the birth center, midwifery care and out of hospital birth.
- e. The inquiry sheet will be filed in the "Good Beginnings" binder so it is available at the time of the schedule orientation/class.

2. Orientation

- a. Welcome and introduction
- b. Review some history of the Birth Center and the philosophy of midwifery care as well as the Birth Center.
- c. Explain Midwifery and the team concept of care. Discuss team members may include (but is not limited to) by consultation; CNM's, Nurse Practitioner, nurses, physicians, lactation consultant and psychologist, family practice physician and pediatrician. The client is a team member as well.
- d. Discuss risk criteria and the rationale for each criteria as they set a foundation for safe delivery of care.
- e. Review the Birth Center program
 - i. Prenatal visits: traditional care vs. Prenatal Care Plus (PCP)
 - ii. Family involvement
 - iii. Educational program and available resources
 - iv. Out of hospital Labor and Birth
 - v. Post-partum and newborn follow up
- f. Role of the OB consultant, collaborative management and transfer of care for emergency circumstances.
- 3. Tour
- 4. Answer Questions
- 5. Review Paper work. Insurance confirmation should already be complete. If client is private pay, these arrangements are also made prior to "Initial orientation" however, client is not required to commit to care until after the initial orientation class.





RE: Admissions

To Whom It May Concern

With our signature below, the owners of Burr Ridge Birth Center confirm that, there will be no restrictions of admissions to the birth center due to the payor source.

Sincerely,

Dele Ogunleye, MD

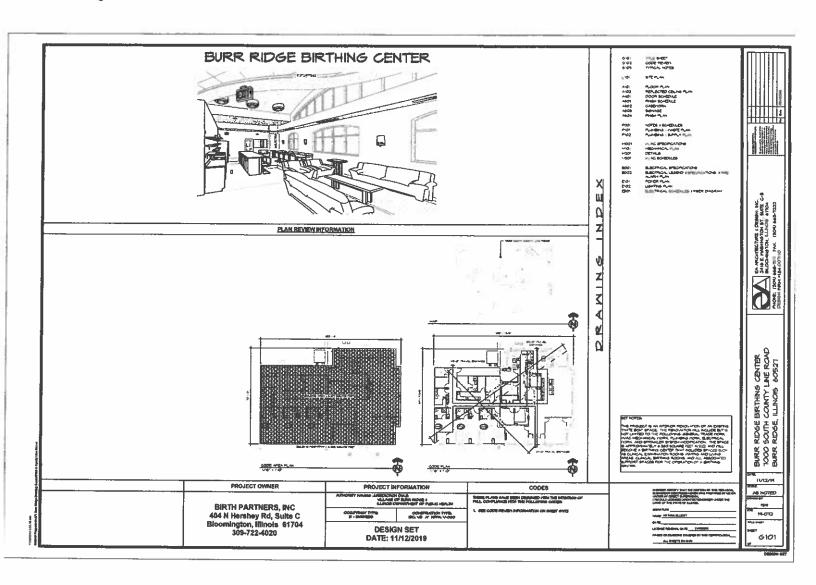
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Laura Wiegand

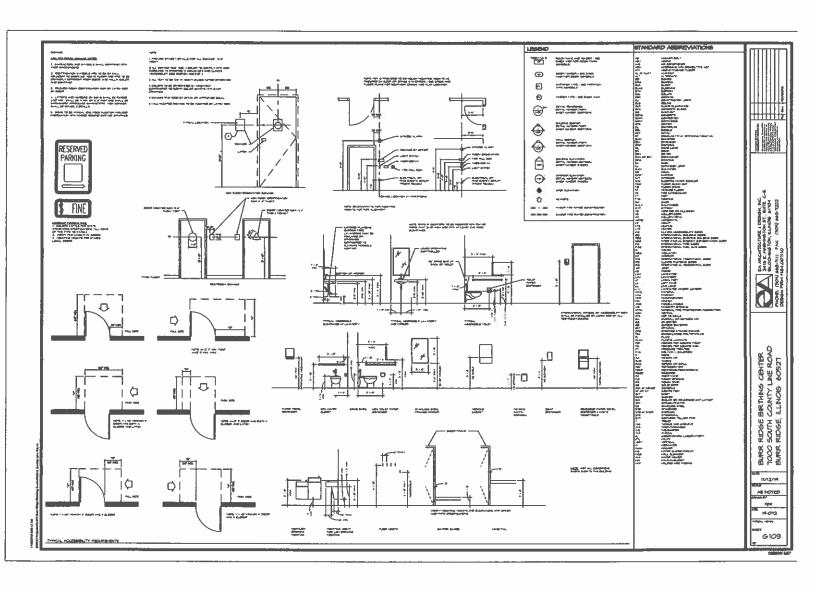
COO - Birth Partners, INC

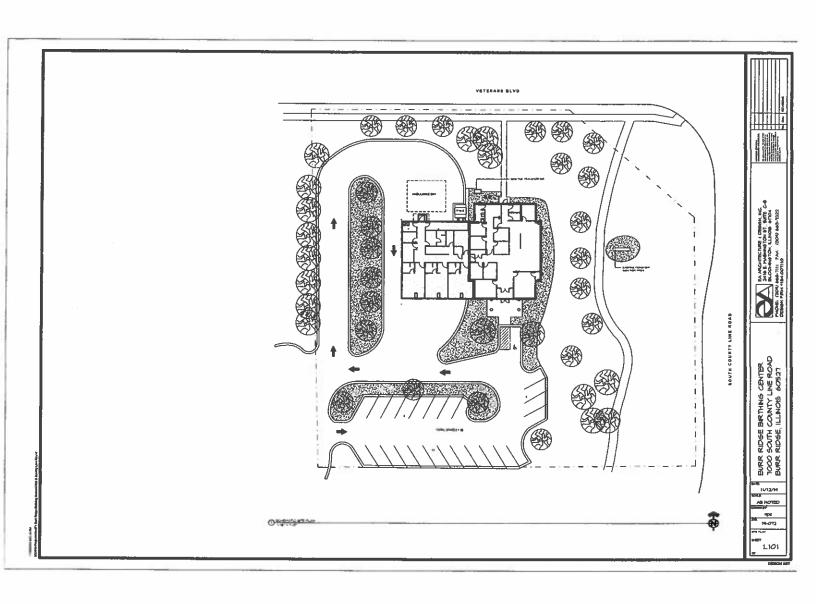
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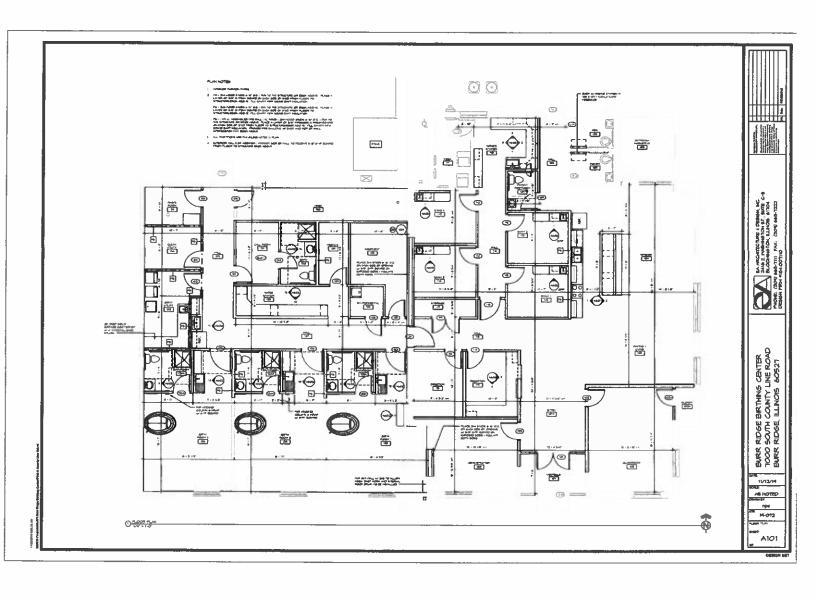


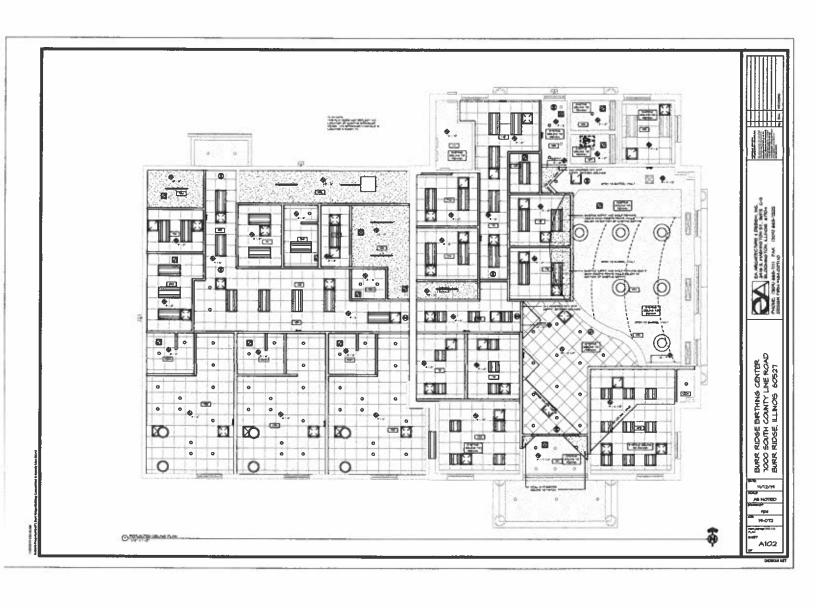


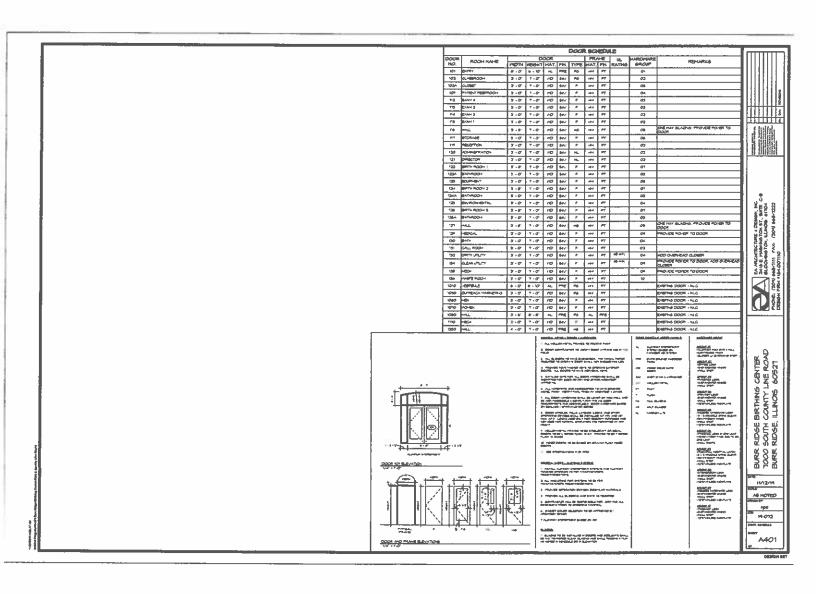
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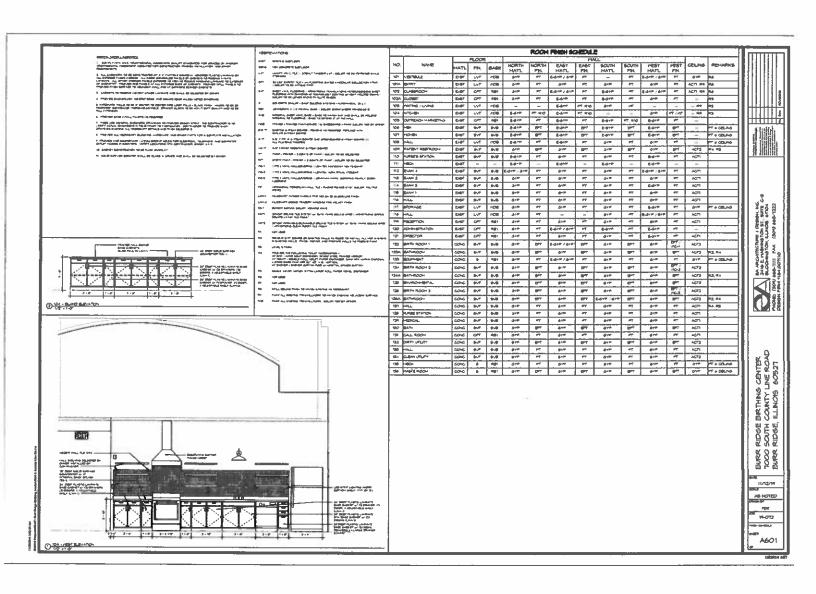


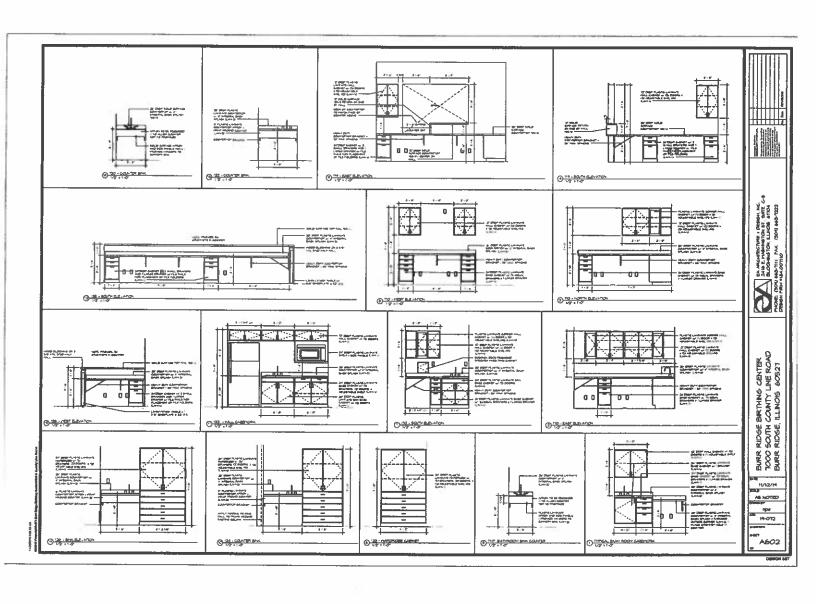


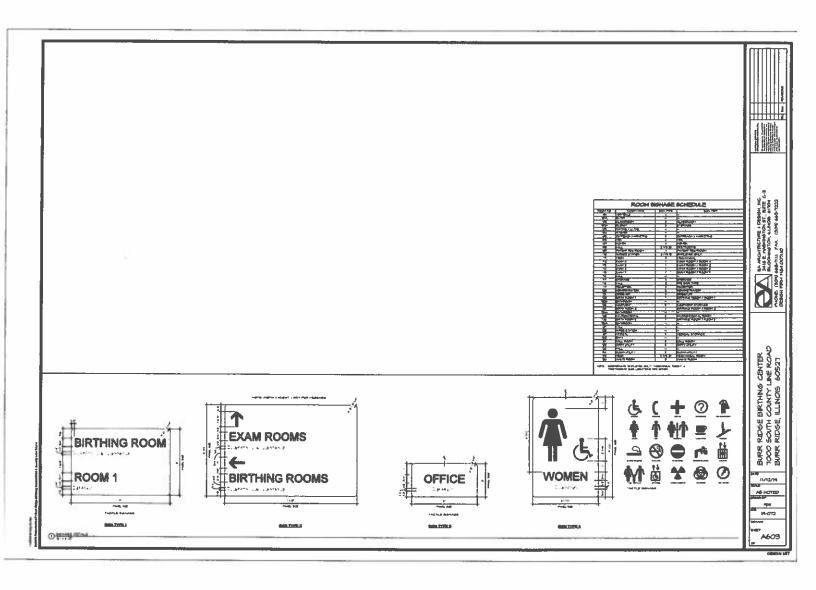






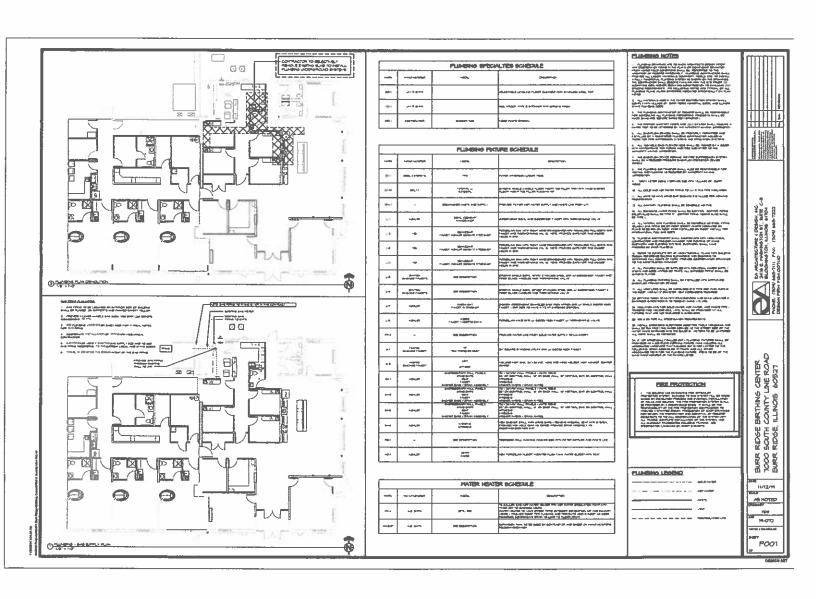


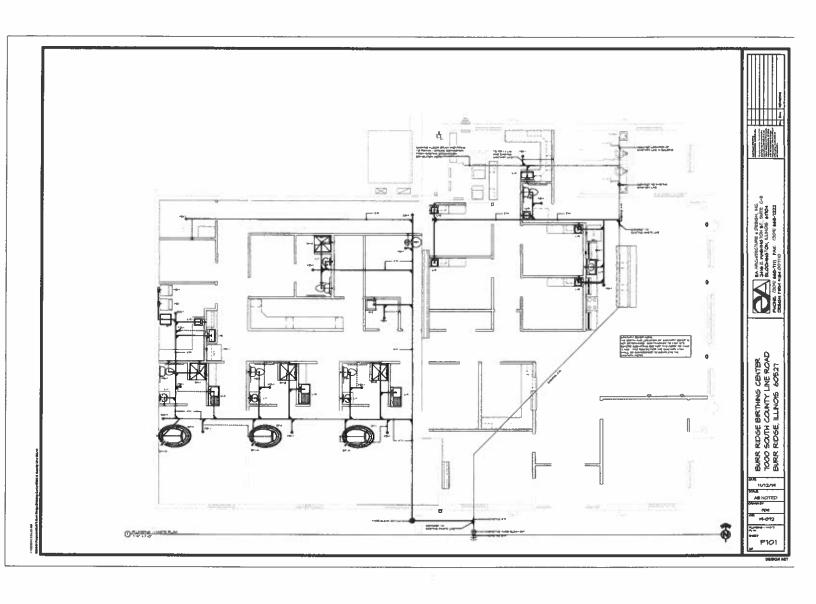


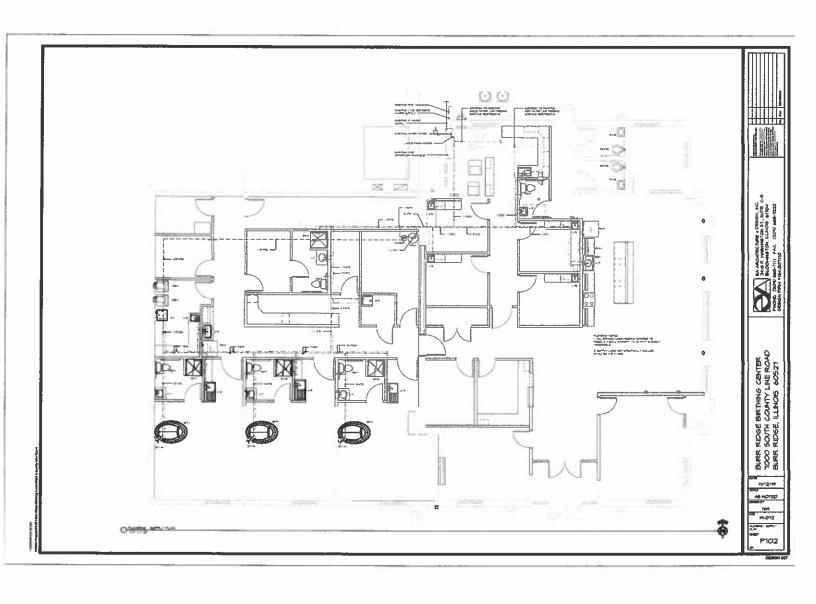






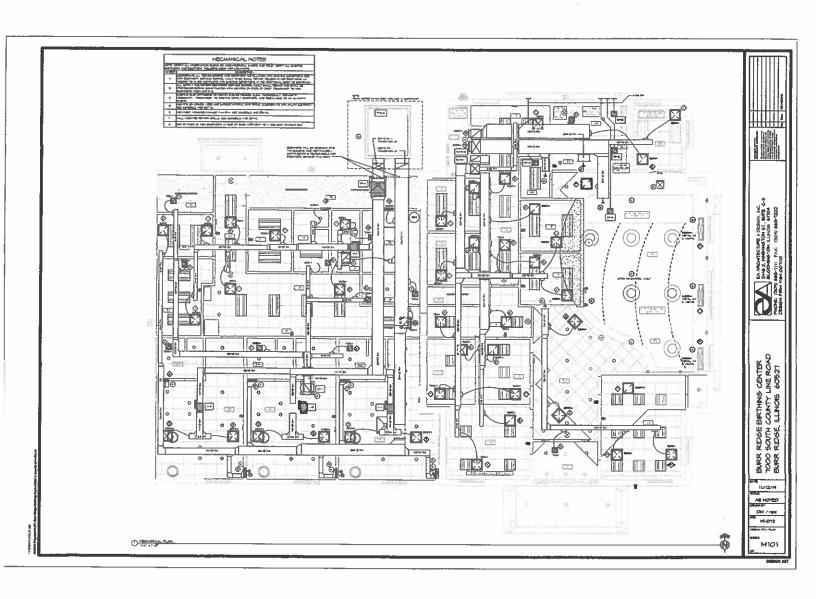




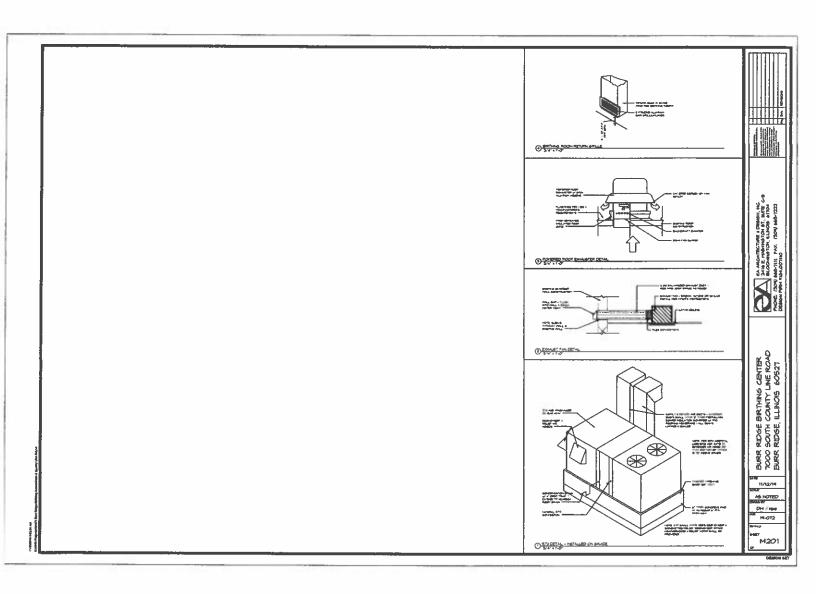


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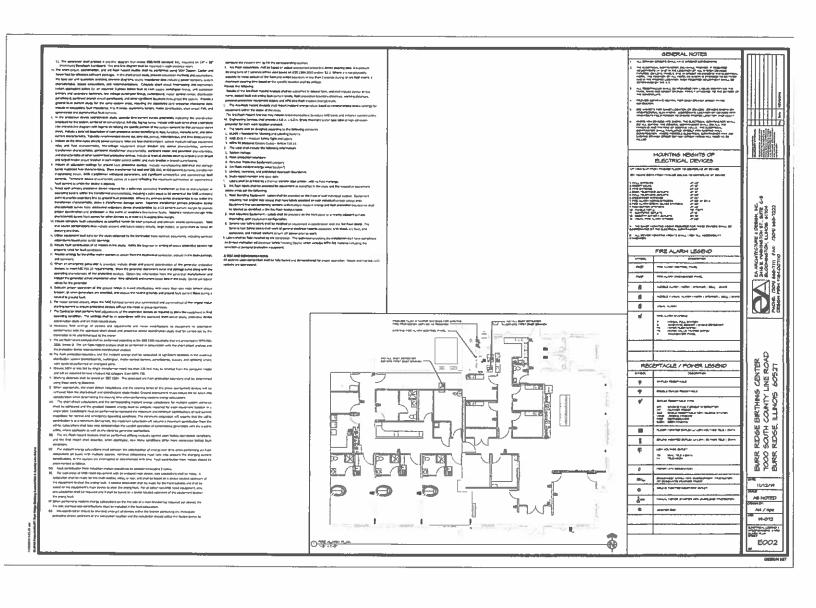


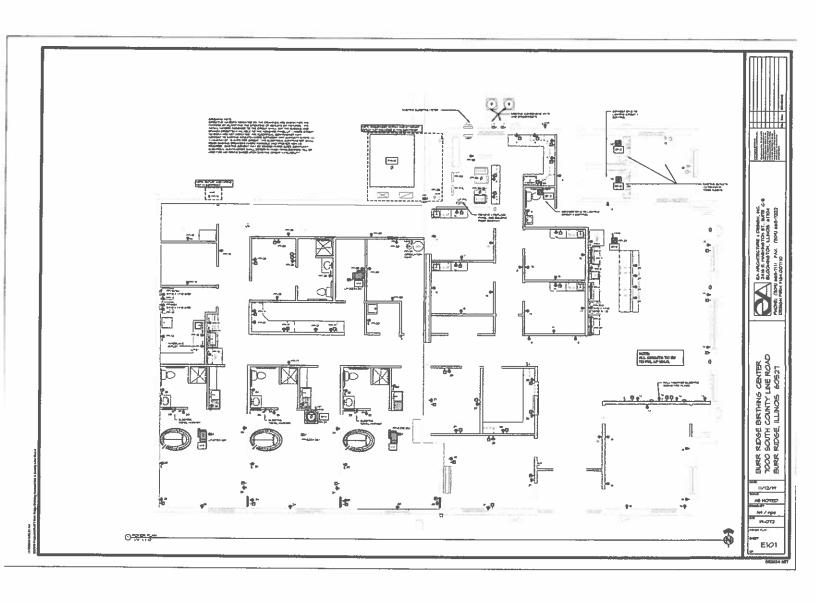


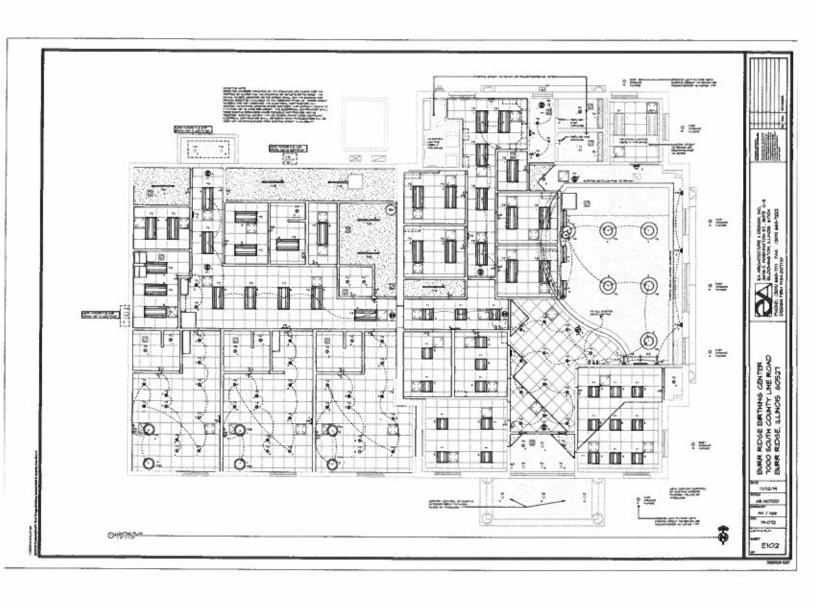


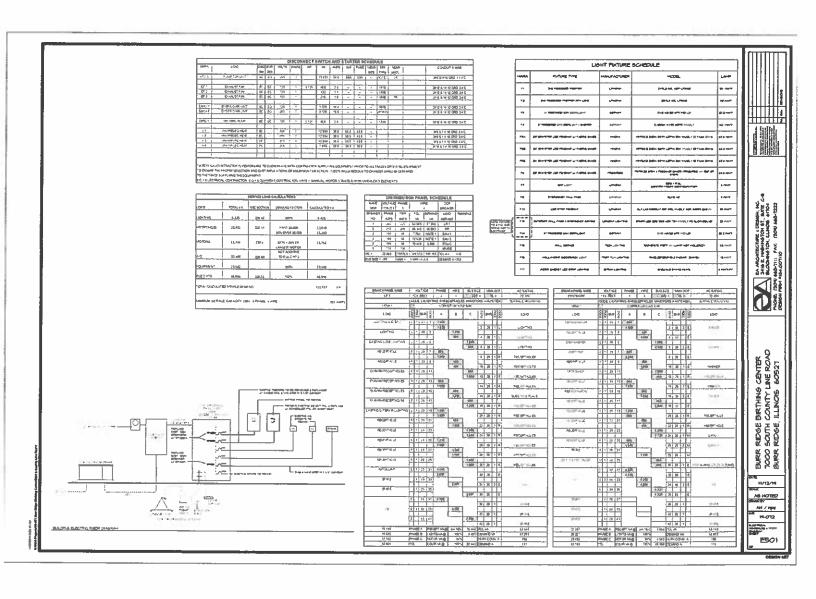
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To Whom It May Concern:

My name is Morgan Michalowski, and I am a mother.

I am also a Certified Nurse Midwife, Women's Health Nurse Practitioner, International Board Certified Lactation Consultant, and birth doula.

I've spent ten years taking care of women and their families before starting my own. I believe women should have options and choices around where they give birth. I thought this before I had my daughter; I am passionate about it after giving birth.

During my pregnancy, I was limited in options, with there only being one birth center (not close to my home). Women deserve a variety of options to safely and compassionately bring their children into the world.

I fully support their initiative to start a birth center and will champion this initiative until it becomes a reality.

I encourage you to strongly consider the emotional, psychological, and physical benefits of allowing women to give birth in a safe and loving environment with a phenomenal team of midwives.

Warmly, Morgan Michalowski CNM, WHNP, IBCLC Founder and CEO, Gravida To whom it may concern,

I am a Certified Nurse Midwife, currently practicing in Hinsdale, IL. I have worked as a midwife since March 2019, and in Women's Health as a Registered Nurse since 2010 serving thousands of families in this area. I absolutely see a need for additional birth options for women of this area, and fully support the development of a local birth center. This is a much-needed service, of which, I know my peers and clients would greatly appreciate.

Sincerely,

Jaci Noto, CNM



11/11/19

To Whom It May Concern:

My name is Rita Wiermanski and I am in the process of planning on starting my family with my husband within the near future. I have felt frustrated with the lack of choices in my community for alternatives to the standard hospital birth option. As someone who considers themselves moderately conservative, I have been seeking an option that isn't hospital-based and an option that is less liberal than a home birth. I have been observing my friends and family members start their families and I hear the same feedback over and over again; that they felt unheard or unsupported to some degree from using a hospital-based system.

As a mental health professional, I sincerely see the benefit to having a birth center in my community that reflects a model of care for the whole woman, not just part of becoming a new parent. I understand that there is much more to plan/prepare for than the actual birth, including mental and emotional wellness. Personally, I am looking for care that will help prepare me for this next chapter all around and it seems that a birth center would help myself and other women during their pregnancies.

Thank you for the opportunity to share my opinions on the matter and to be heard,

Sincerely,

1

Rita Wiermanski LCSW/CADC/CAMS-I November 11th, 2019

Dear whom it may concern,

My name is Karishma Darji and I have been a doula since 2013 in the Chicagoland area. I am writing in support of a Birth Center near Hinsdale, IL.

I have had the privilege of supporting over a 150 families through labor and delivery in a number of different settings but mostly at local hospitals. A Birth Center option would give women another choice when making their decision on where to birth.

There are already great options available to women in the western suburbs however there is no Birth Center option and that is a great disservice to local women. Birth Centers are a lower cost option that allows women to be included in the decision-making process of their labor and delivery. They are known to be a more comfortable home-like environment with many labor aids that are not offered at all hospitals such as birthing stools, tubs, and waterbirth. For women that want something in between a homebirth and a hospital birth, this is the ideal option.

Any women who is low-risk should have the option of a Birth Center and all the benefits they provide. This option is not for everyone as Birth Centers have limitations (no epidurals or other medicinal pain relief options) however, for those seeking an unmedicated birth, Hinsdale would be an ideal location.

Please feel free to contact me with any questions or concerns.

Sincerely,

Karishma Darji, CD(DONA)

708.275.9175





November 8,2019

To Whom It May Concern:

My name is Robin Ross, and I am a certified childbirth educator and birth doula for over 11 years. It has been my complete honor to have served families in the community for over a decade. Throughout my service to over 700 families, I believe in having safe birth options. A birth center is an incredibly safe birth option in which families who are interested in a birth not in their home, but not in the hospital would be able to choose a safe alternative. I have worked in free standing birth centers in the past and I have seen an incredible and safe benefit to the community. Currently, there are no birth centers in DuPage county. By having the first birth center open will have a positive affect on the community at large.

Furthermore, I am a mother of three children. Two of whom I birthed in a traditional hospital with Obstetricians and my third child was birthed in my home. Had I had the option of a birth center in the DuPage County area, I could have birthed all three of my children there, which would have been incredible to even have as a potential option. I hope others will see the amazing benefit of having the first birth center open in DuPage County.

Sincerely,

Robin Ross BS, ECE; CD (DONA); CHBE; CLE; CAPPA

HOSPITAL TRANSFER AGREEMENT

THIS HOSPITAL TRANSFER AGREEMENT ("Agreement") is dated <u>December 27</u>, 2019 and is entered into by and between <u>Burr Ridge Birth Center</u>, <u>LLC d/b/a Hinsdale Birth Center</u>, <u>LLC</u> (the "Transferring Facility") and <u>Adventist Midwest Health d/b/a Adventist Hinsdale Hospital</u> (the "Receiving Hospital").

<u>RECITALS</u>

WHEREAS, Receiving Hospital provides health care services for its community, promoting the health and well-being of the community as part of its mission;

WHEREAS, Patients of Transferring Facility, including high-risk obstetrical, neonatal and newborns (the "Patient or Patients"), may require transfer to a hospital for a variety of health care services provided by Receiving Hospital including emergency caesarian delivery (collectively the "Services");

WHEREAS, Receiving Hospital owns and operates a Medicare certified acute care center that is designated by the Illinois Department of Public Health (IDPH) as a Level III Perinatal Center providing obstetrical and prenatal care and has developed a state-of-the-art program for the provision of the Services;

WHEREAS, Receiving Hospital has agreed to accept the transfer of Patients from Transferring Facility so long as Receiving Hospital has the capacity (staff and facilities) to do so; and

WHEREAS, in order for Transferring Facility to comply with the Illinois Administrative Code, Title 77, Part 1110, Section 1110.275, Birth Center — Alternative Care Model, the parties hereto enter into this Agreement to specify the rights and duties of each of the parties and to specify the procedure for ensuring the timely transfer of Patients from Transferring Facility to Receiving Hospital.

NOW THEREFORE, to facilitate timely transfer of Patients from Transferring Facility to Receiving Hospital, the parties hereto agree as follows:

ARTICLE 1 TRANSFER OF PATIENTS

In the event that any Patient needs the Services and has either requested to be taken to Receiving Hospital or is unable to communicate a preference for a different facility, and a timely transfer to Receiving Hospital would best serve the medical needs of the Patient, a designated staff member of Transferring Facility shall contact the OB Hospitalist in the OB Emergency Department and the Labor and Delivery Charge Nurse of Receiving Hospital to facilitate admission. Receiving Hospital shall receive all Patients in accordance with applicable federal and state laws and regulations, the standards of the Joint Commission on the Accreditation of



Healthcare Organizations ("JCAHO"), the Emergency Medical Treatment and Active Labor Act ("EMTALA") and any other applicable accrediting bodies, and reasonable policies and procedures of Receiving Hospital. Receiving Hospital's responsibility for Patient care shall begin when Patient arrives at Receiving Hospital's property.

Transferring Facility and Receiving Hospital shall each designate a representative with responsibility for oversight of the transfers conducted under this Agreement. These representatives, or their designees, shall serve as a conduit for communication between the parties and shall meet as often as necessary to discuss quality improvement measures related to patient stabilization, treatment prior to and subsequent to transfer and patient outcome. The parties agree to reasonably cooperate with each other to oversee performance improvement and patient safety applicable to the activities under this Agreement consistent with the bylaws of each and as permitted by all applicable laws. All information obtained and any materials prepared for and used in the course of internal quality control or for the purpose of reducing morbidity and mortality, or for improving patient care, shall be privileged and strictly confidential for use in the evaluation and improvement of patient care according to 735 ILCS 5/8-2101 et seq., as may be amended from time to time.

ARTICLE 2 RESPONSIBILITIES OF TRANSFERRING FACILITY

Transferring Facility shall be responsible for performing or ensuring the performance of the following:

- a. Arrange for ambulance service to Receiving Hospital, which shall not be responsible for the Patient until arrival at the Receiving Hospital;
- b. Designate a person who has authority to represent Transferring Facility to coordinate the transfer of Patients to Receiving Hospital;
- c. Notify Receiving Hospital's designated representative, which may include Receiving Hospital's OB Hospitalist in the OB Emergency Department and the Labor and Delivery Charge Nurse, prior to transfer to alert such individual(s) of the impending arrival of the Patient, obtain consent of transfer and provide information on the Patient, which is required to ensure continuity of care, to the extent allowed pursuant to Article 4 of this Agreement;
- d. Notify Receiving Hospital of the estimated time of arrival of the Patient;
- e. Recognize the right of the Patient to request to transfer into the care of a physician and hospital of the Patient's choosing;
- f. Recognize the right of the Patient to refuse consent to treatment or transfer;
- g. Recognize and comply with the requirements of federal, state and local laws, regulations and ordinances that apply to the care and transfer of birthing center Patients to hospitals for emergency or other care;
- h. Provide Receiving Hospital with copies of the Patient's medical records. Medical records maintained by each party shall remain the property of that party.
- i. Notify the Patient or the Patient's legal representation of the transfer and provide any additional information required by state or federal law or



regulation. Where reasonable efforts have been made to locate, a representative of the Patient, and notification of the Patient is not possible due to the Patient's physical or mental condition, notification shall not be required where the Patient is unaccompanied. Written acknowledgement of notification shall be appropriately documented and obtained in writing and accordance with appropriate federal or state law or regulation.

j. Assure that the Patient is accompanied by any personal effects which the Patient brought to the Transferring Facility or shall otherwise make appropriate disposition of the Patient's personal effects to the Patient's legal representative or family.

ARTICLE 3 RESPONSIBILITIES OF RECEIVING HOSPITAL

Receiving Hospital shall be responsible for performing or ensuring performance of the following:

- a. Accept transfer of Patients according to the Receiving Hospital's capacity criteria.
- b. Designate a person who has authority to represent Receiving Hospital to coordinate the transfer and receipt of Patients from Transferring Facility; and
- c. Recognize and comply with the requirements of federal, state and local laws, regulations, and ordinances that apply to the care and treatment of Patients experiencing emergency medical conditions who present at Receiving Hospital.

ARTICLE 4 PATIENT INFORMATION

In order to meet the needs of Patients with respect to timely access to the Services, Transferring Facility shall provide information on Patients to Receiving Hospital to the extent Transferring Facility has such information available. Such information may include: Patient Name, Social Security Number, Date of Birth, insurance coverage and/or Medicare beneficiary information (if applicable), known allergies or medical conditions, treating physician, contact person in case of emergency and any other relevant information the Patient has provided in advance to be given in connection with seeking emergency or other care.

ARTICLE 5 FREEDOM OF CHOICE

In entering into this Agreement, Transferring Facility intends to coordinate the timely transfer of Patients who require provision of the Services. The Patient shall have the freedom of choice to choose a provider.



ARTICLE 6 BILLING AND COLLECTIONS

Receiving Hospital shall be responsible for the billing and collection of all hospital charges for services rendered to Patients by Receiving Hospital. Transferring Facility shall be responsible for the billing and collection of all hospital charges for services rendered to Patients by Transferring Facility.

ARTICLE 7 INDEPENDENT RELATIONSHIP

- a. In providing the Services pursuant to this Agreement, Receiving Hospital and all employees, agents or representatives of Receiving Hospital are, at all times, acting and performing as independent contractors, and nothing in this Agreement is intended and nothing shall be construed to create an employer/employee, partnership or joint venture relationship. Transferring Facility shall neither have nor exercise any direction or control over the methods, techniques or procedures by which Receiving Hospital or other employees, agents or representatives of Receiving Hospital shall perform their professional responsibilities and functions. The sole interest of Transferring Facility is to coordinate timely transfer of Patients for receipt of the Services.
- b. Each party shall be solely responsible for the payment of compensation and benefits to its personnel and for compliance with any and all payments of all taxes, social security, unemployment compensation and worker's compensation.
- c. Notwithstanding the terms of this Agreement, in no event shall either party be responsible for the acts or omission of the other party or its employees, agents or representatives.

ARTICLE 8 INSURANCE

Section 8.1. Throughout the term of this Agreement and any renewals or extension thereafter, Transferring Facility shall:

- (i) require all midwives practicing at Transferring Facility to carry professional liability insurance with limits of at least \$1 million per occurrence and \$3 million annual aggregate;
- obtain and maintain at Transferring Facility's own cost professional liability insurance coverage with limits of at least \$2 Million per occurrence and \$4 Million annual aggregate, and if such insurance is written on a claims made basis, upon termination of coverage will obtain an extended reporting period ("tail") for as long a term as is reasonably available but no less than five (5) years;

All insurance required of Transferring Facility hereunder must provide for defense cost coverage that is in addition to, and does not reduce, the policy limits of liability. All insurance policies required by this Section 8.1 may be provided under a bona fide program of self-insurance. If, for any reason, such policy insurer cancels or fails to renew such policy, Transferring Facility shall immediately purchase a replacement policy containing substantially the same terms as such policy and including a "Prior Acts Coverage Endorsement" for any claims-made policies, effective from the Effective Date.

Furthermore, all insurance policies Transferring Facility is required to carry pursuant to this Section 8.1 shall: (i) be provided by reputable and financially responsible insurance carriers, admitted in applicable states, with an A.M. Best's Financial Performance Rating ("FPR") of A+ or better and a minimum Financial Size Category (FSC) of IX or higher (if FPR is A/A-, then FSC must be XII or higher); and (ii) require the insurer to notify Receiving Hospital in writing at least forty-five (45) days in advance of cancellation or reduction in coverage. Prior to the Effective Date and at each policy renewal, Transferring Facility shall cause its insurers to issue to Receiving Hospital, certificates of insurance evidencing the coverages, cancellation terms and policy endorsements in effect. Such certificates will include a provision whereby forty-five (45) days' notice must be received by Receiving Hospital prior to coverage cancellation or reduction in coverage shall not relieve Transferring Facility of its continuing obligation to maintain insurance coverage in accordance with this Section 8.1.

Transferring Facility shall furnish Receiving Hospital with evidence of such insurance upon execution of this Agreement and upon written request by Receiving Hospital at any time throughout the term of this Agreement.

Section 8.2. Throughout the term of this Agreement and any renewals or extension thereafter, Receiving Hospital shall and obtain and maintain at Receiving Hospital's own cost professional liability insurance coverage with limits of at least \$2 Million per occurrence and \$4 Million annual aggregate, and if such insurance is written on a claims made basis, upon termination of coverage will obtain an extended reporting period ("tail") for as long a term as is reasonably available but no less than five (5) years.

All insurance required of Receiving Hospital hereunder must provide for defense cost coverage that is in addition to, and does not reduce, the policy limits of liability. If, for any reason, such policy insurer cancels or fails to renew such policy, Receiving Hospital shall immediately purchase a replacement policy containing substantially the same terms as such policy and including a "Prior Acts Coverage Endorsement" for any claims-made policies, effective from the Effective Date. All insurance policies Receiving Hospital is required to carry pursuant to this Section 8.2 may be provided under a bona fide program of self-insurance.

Receiving Hospital shall furnish Transferring Facility with evidence of such insurance upon execution of this Agreement and upon written request by Transferring Facility at any time throughout the term of this Agreement.

Section 8.3. The provisions of this Article 8 will survive the expiration or other termination of this Agreement.

ARTICLE 9 INDEMNIFICATION

It is understood and agreed that neither of the parties to this Agreement shall be liable for any negligent or wrongful act chargeable to the other unless such liability is imposed by a court of competent jurisdiction. The parties agree to indemnify and hold each other harmless from any liability, claim, demand, judgment and costs (including reasonable attorney's fees) arising out of or in connection with their own intentional or negligent acts (including those of their respective employees, as well as contractors, providers, and/or agents), to the extent permitted by law. The provisions of this Article 9 will survive the expiration or other termination of this Agreement."

ARTICLE 10 TERM AND TERMINATION

Section 10.1 Term The term of this Agreement shall commence on the last signature date below (the "Effective Date") shall continue in effect for one (1) year and SHALL BE AUTOMATICALLY RENEWED FROM YEAR-TO YEAR THEREAFTER unless terminated in accordance with this Article 10.

Section 10.2 Events of Termination Notwithstanding the foregoing, this Agreement may be terminated upon the occurrence of any one (1) of the following events:

- a. Either party may terminate this Agreement at any time upon ninety (90) days prior written notice to the other party.
- b. If either party shall apply for or consent to the appointment of a receiver, trustee or liquidator of itself or of all or a substantial part of its assets, file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they become due, make a general assignment for the benefit of creditors, file a petition or an answer seeking reorganization for arrangement with creditors or take advantage of any insolvency law, or if an order, judgment, or decree shall be entered by a court of competent jurisdiction or an application of a creditor, adjudicating such party to be bankrupt or insolvent, or approving a petition seeking reorganization of such party or appointing a receiver, trustee or liquidator of such party or of all or a substantial part of its assets, and such order, judgment, or decree shall continue in effect and unstayed for a period of thirty (30) consecutive calendar days, then the other party may terminate this Agreement upon ten (10) business days prior written notice to such party.

Section 10.3 Immediate Termination Notwithstanding anything to the contrary herein, this Agreement will be terminated immediately upon the following events: (a) the suspension or

revocation of the certificate or other legal credential authorizing Receiving Hospital to provide the Services; (b) termination of either party's participation in or exclusion from any federal or state health program for reasons related to fraud or failure to comply with certification standards in the rendering of health services; or (c) the cancellation or termination of either party's professional liability insurance required under this Agreement without replacement coverage having been obtained.

ARTICLE 11 MISCELLANEOUS PROVISIONS

- Section 11.1 Counterparts This Agreement may be executed in any number of counterparts, including via electronic signatures, all of each of which shall be deemed an original, but all such counterparts together shall constitute one and the same instrument.
- Section 11.2 Waiver Any waiver of any terms and conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any other terms and conditions hereof.
- Section 11.3 Severability The provisions of this Agreement shall be deemed severable, and, if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.
- Section 11.4 Headings All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.
- Section 11.5 Assignment This Agreement may not be assigned, in whole or in part, by either party without the written approval of the other party, except in connection with a merger, or sale of all or substantially all of the assets of such party provided, however, that obligations of such party under this Agreement shall not be extinguished or otherwise, affected by any such assignment.
- Section 11.6 Governing Law The Agreement is to be governed and construed in accordance with the laws of the State of Illinois, without application of choice of laws rules.
- Section 11.7 Notices Any notice herein required or permitted to be given shall be in writing and shall be deemed to be duly given on the date of service if served personally on the other party, or on the fourth day after mailing, if mailed to the other party by certified mail, return receipt requested, postage pre-paid, and addressed to the parties as follows:

To RECEIVING HOSPITAL:

To TRANSFERRING FACILITY:

Adventist Midwest Health d/b/a Adventist Hinsdale Hospital Burr Ridge Birth Center, LLC d/b/a Hinsdale Birth Center, LLC



120 N. Oak Street Hinsdale, IL 60521 Attn: Mike Murrill, President and CEO

534 Chestnut Street Hinsdale, IL Attn: CEO, Medical Director

or such other place or places as any of the parties shall designate by written notice to the others

Section 11.8 Amendment This Agreement may not be amended or modified except upon the mutual, written agreement between authorized representatives of each party.

Section 11.9 Regulatory Compliance Notwithstanding any unanticipated effect of any provision of this Agreement, neither party will knowingly and intentionally conduct its behavior in such a manner as to violate the prohibition against fraud and abuse in connection with the Medicare and Medicaid programs. Each party represents and warrants that neither it, nor its providers, practitioners, employees, agents, contractors, subcontracts, and servants have been nor is it about to be excluded from participation in any Federal Healthcare Program, as defined below. Each party agrees to notify the other within one (1) business day of its receipt of a notice of intent to exclude or actual notice of exclusion from any such program. The listing of a party or any of its owned subsidiaries on the Office of Inspector General's exclusion list (OIG website) or the General Services Administration 's Lists of Parties Excluded from Federal Procurement and Nonprocurement Programs (GSA website) for excluded individuals and entities shall constitute "exclusion" for purposes of this paragraph. In the event that a party is excluded from any Federal Healthcare Program, this Agreement shall immediately terminate. For the purposes of this paragraph, the term "Federal Healthcare Program" means the Medicare program, the Medicaid program, the Maternal and Child Health Services Block Grant program, the Block Grants for State for Social Services program, any state Children's Health Insurance program, or any similar program.

Section 11.10 Access to Books and Records If applicable, upon written request of the Secretary of Health and Human Services or the Comptroller General of the United States, or any of their duly authorized representatives, Transferring Facility shall make available to the Secretary or to the Comptroller General those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing its services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such service. This Section is included pursuant to and is governed by the requirements of Public Law 96-499 and Regulations promulgated thereunder. The parties agree that any attorney-client, accountant-client or other legal privileges shall not be deemed waived by virtue of this Agreement.

Section 11.11 Entire Agreement. This Agreement together with all attachments and exhibits hereto, constitutes the entire agreement between the parties and supersedes are prior and contemporaneous agreements and understandings, whether written or oral, relating to said subject matter.

Section 11.12 Force and Effect. The parties acknowledge and agree that this Agreement shall be of no force and effect unless and until a duly authorized representative of each party has signed the signature page where indicated.

IN WITNESS THEREOF, The parties have caused this Transfer Agreement to be executed by their duly authorized officers hereto setting their hands as of the dates set forth below.

RECEIVING HOSPITAL Adventist Midwest Health d/b/a Adventist Hinsdale Hospital

Its: CEO

TRANSFERRING FACILITY

Burr Ridge Birth Center, LLC d/b/a Hinsdale Birth Center, LLC

Date:

The undersigned representative from the Legal or Compliance Department of AMITA Health has reviewed and approved this Agreement on the date indicated below

Signature

Print Name: Meredith Colory

Date: 1/6/2020



TRI-STATE FIRE PROTECTION DISTRICT

Dr. Dele Ogunleye, Director 2107 Crimson Lane Bloomington, IL 61704

January 2, 2020

The Tri-State Fire Protection District would like to inform you that we provide emergency transportation services for residential, business and medical facilities within our district boundaries. Tri-State Fire Protection District operates under the direction of Dr. Valerie Phillips, Region 8 Good Samaritan EMS medical director. We provide Advanced Life Support (ALS) ambulance services and all ALS equipment, vehicles and training are directed from Good Samaritan EMSS and Dr. Phillips.

If an event should occur, any response to your facility at 7000 County Line Road, Burr Ridge must be initiated via the 911 system. Tri-State provides three (3) ALS ambulances and four (4) ALS non-transport engines. All ambulances are staffed with two (2) state certified paramedics and the non-transport vehicles are staffed with a minimum of one (1) state certified paramedic. In the event Tri-State does not have an ambulance available due to multiple calls, a mutual aid ALS ambulance is dispatched to assist a Tri-State ALS non-transport vehicle.

Tri-State Fire Protection District utilizes Andres Medical Billing for all medical billing. Tri-State bills the patient or the appropriate third party payor for transport to the hospital, via Andres. Your facility will not be responsible for payment unless specified by your staff or required by law.

Please do not hesitate to contact me if you should have any questions or concerns.

Respectfully,

James Gutierrez, RN, BSN, EMT-P

EMS Coordinator

Tri-State Fire Protection District

419 Plainfield Road

Darien, IL 60561

igutierrez@tristatefd.com

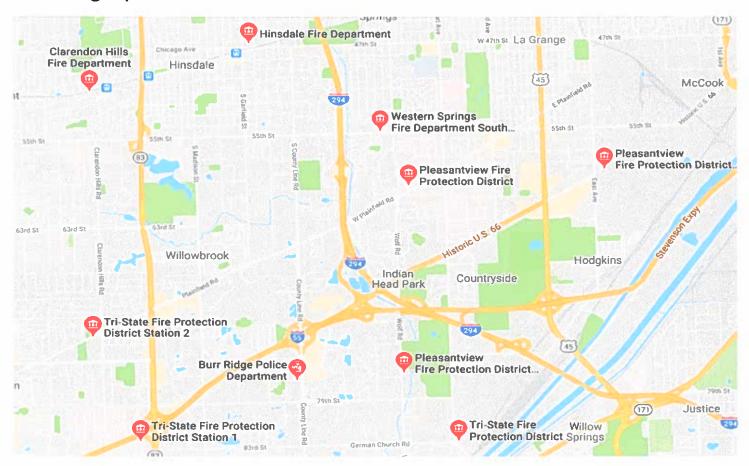
630-926-5812

Appendix N #20-003

FIRE DEPARTMENTS / AMBULANCES for:

7000 County Line Road, Burr Ridge, IL

There are 6 Station all under 10 minutes from the Birth Center, not including 3 private ambulance services.

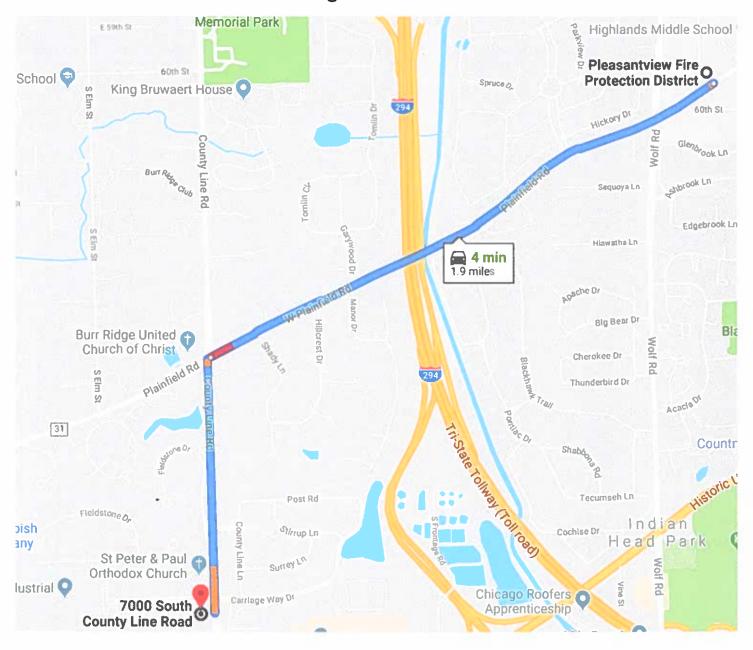




TRANSFERS ROUTE FOR AMBULANCE for:

7000 County Line Road, Burr Ridge, IL

Pleasantview Fire Protection District HQ; driving distance only 4 minutes from the Birth Center with NO lights and sirens

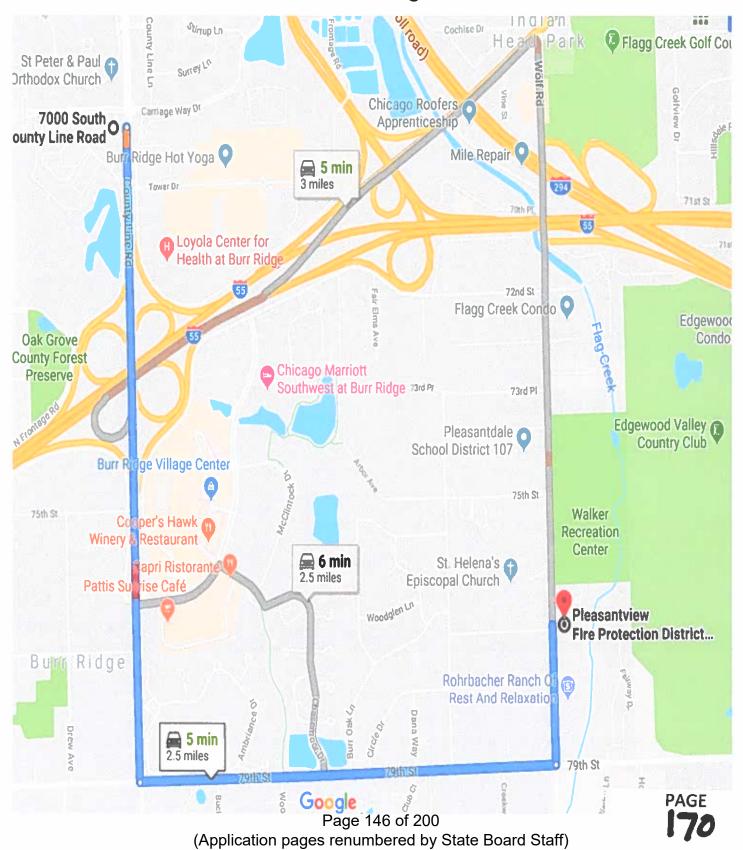




TRANSFERS ROUTE FOR AMBULANCE for:

7000 County Line Road, Burr Ridge, IL

Pleasantview Fire Protection District Station 2; driving distance only 5 minutes from the Birth Center with NO lights and sirens



HOSPITALS' LOCATIONS for: 7000 County Line Road, Burr Ridge, IL

Hospitals located within 15 miles from the Birth Center:

(from the Birth Center with NO lights and sirens)

Advocate Good Samaritan Hospital, Downers Grove – 20 minutes transfer

Amita Health Adventist Medical Center, Hinsdale – 9 minutes transfer

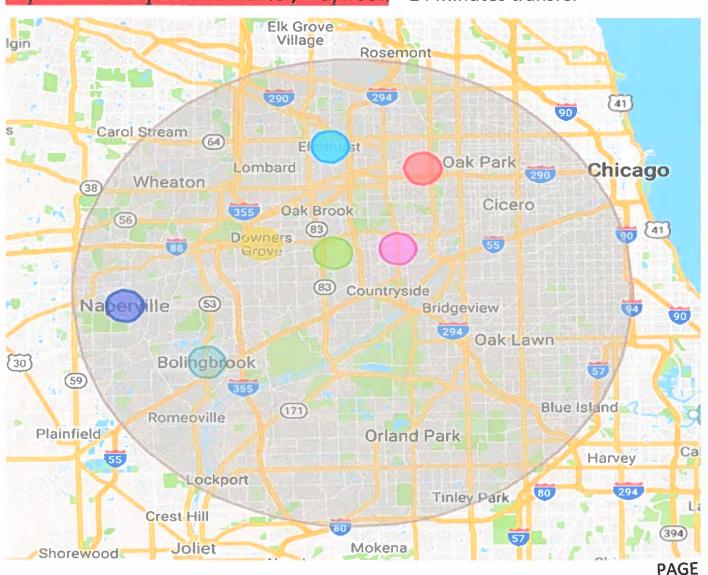
Amita Health Adventist Medical Center, Bolingbrook – 21 minutes transfer

Amita Health Adventist Medical Center, LaGrange – 11 minutes transfer

Elmhurst Hospital, Elmhurst – 16 minutes transfer

Edward Hospital, Naperville - 26 minutes transfer

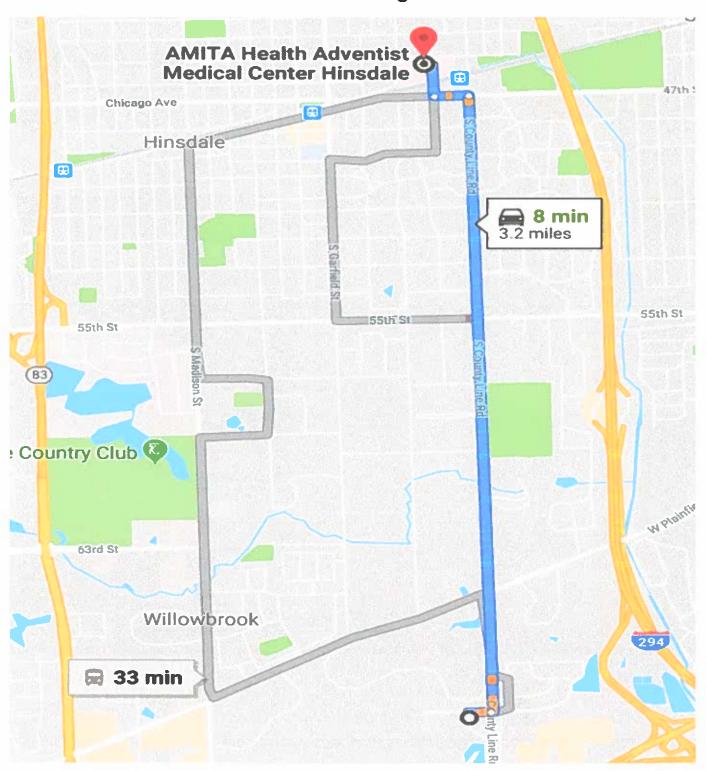
Loyola University Medical Center, Maywood – 24 minutes transfer



TRANSFERS ROUTE TO HOSPITAL for:

7000 County Line Road, Burr Ridge, IL

Amita Health Adventist Medical Center Hinsdale; driving distance only 8 minutes from the Birth Center with NO lights and sirens





RE: Medicare/Medicaid Certification

To Whom It May Concern

With our signature below, the owners of Burr Ridge Birth Center confirm that we intend to seek certification of the birth center, and any and all practitioners of the Center, for participation in the Medicare and Medicaid programs under titles XVII and XIX, respectively, of the federal Social Security Act (42 USC 1395 and 1396)

Sincerely,

Dele Ogunleye, MD

CEO → Birth Partners, INC

Laura Wiegand

COO - Birth Partners, INC

aura D Wigard

(Officer of ownership organization)



CHARITY CARE POLICY

Financial Policy:

The mission of Birth Center is to provide a high-quality, cost effective out-of-hospital birth experience for low-risk pregnant mothers and babies, for prenatal care, natural childbirth, and full postpartum care. Inherent in the Center's mission are values of respect and compassion for all human beings. With its mission and values as its guiding philosophy, the Birth Center is committed to putting the needs of the patient first, and thus enacting a policy designed to meet the financial needs of patients.

Birth Center care is intended to be a lower cost option than traditional obstetrical/ hospital care. Our preference would be to provide a package of comprehensive services that cover all the essentials of prenatal care, birth and follow-up services. This is what we are able to do when we offer a set fee to our self-pay, under insured or uninsured clients. However, insurance companies/ "third party" payers (someone else is being billed for your care) require that services be broken out and billed separately.

COMPREHENSIVE BIRTH CENTER CARE includes the following:

- · initial history and physical exam
- basic prenatal lab work
- prenatal visits and/ or group sessions
 (typically one first trimester visit then every 4 weeks to 32 weeks; every 2 weeks to 38 weeks; then weekly
 until delivery)
- 24 hour telephone counseling and availability
- nurse-midwife attendance throughout labor and birth
- labor and delivery in the Birth Center facility
- postpartum and newborn care in the Center up to 12 hours with a nurse in attendance
- postpartum office visits for mother at 24-72 hours after birth, one week and six weeks.

The following services, if needed, are charged separately:

- ultrasound(s)
- laboratory test(s)
- specialized testing or treatment beyond the customary
- birth class and breastfeeding class
- drugs or medications
- · emergency transport charges
- obstetrician's and pediatrician's fees
- hospital charges
- a follow up visits for the newborn, along with state mandated screening tests; metabolic screening, CCHD and hearing screening
- circumcision of the newborn
- additional visits for illnesses that are not routine prenatal care will be billed separately

Note regarding special circumstances: 1). In the event of a transfer of care during pregnancy, fees are determined on the basis of the services rendered. 2) For a planned hospital birth, the midwives charge the professional fee. The hospital will bill you separately for the services you and your baby receive. 3) When labor has been managed by the nurse-midwives, the professional fee and facility fee will be charged for use of the Birth Center even if a transfer occurs in labor and birth occurs in the hospital.

INSURED CLIENTS The Birth Center must bill separately for professional care, use of the facility and newborn care. The contracted laboratory will bill for laboratory services. Every insurance plan differs as to





what they pay for such services. Your insurance will be verified in accordance with practice policy. Currently our billing service provides this service after you register and upon payment of their associated fee. You will be responsible for payment of the difference between the total fee and the estimated expected insurance benefit. You may pay the balance due in full at the first visit or in installments. We will set up a payment contract. Please remember that the filing of an insurance claim is a courtesy to you. Payment is ultimately your responsibility. Your insurance company contract is with you.

SELF-PAY The fee for comprehensive birth center care for uninsured clients is substantially discounted. **An initial \$500 payment is expected for self-pay clients and those with unmet insurance deductibles exceeding \$500.** This payment (part of the total fee) reflects the cost of this initial visit. Arrangements for the payment of the fee balance are made on an individual basis as described below. Information on finance services is available upon request. All payment plans are to be paid in full by the estimated due date. Any account with a balance remaining 60 days after delivery is subject to turnover to a collection agency.

MEDICAID Illinois Medicaid reimbursement is accepted as a form of payment. Charges not covered by Medicaid are your responsibility. We will inform you of your payment obligations if you should become ineligible for Medicaid prior to the end of your pregnancy. Please stay aware of your continuing Medicaid eligibility. It is your responsibility to keep Medicaid and our practice informed of any changes in your insurance and to ensure that we have information on all policies that you have.

CHARITY CARE The scope of the Birth Center Charity Care policy has two components:

- a) providing a fair and equitable financial assistance program;
- b) providing education and resources for our patients

Financial Assistance: The Birth Center will follow a fair and consistent method for the reviewing and granting requests for charitable medical care to our patients who are unable to pay their hospital and/or clinic bills due to difficult financial situations. A designated representative will review individual cases and make a determination of financial assistance that may be offered. Eligible individuals include patients who do not have insurance and patients who have insurance but are underinsured. Patients must cooperate with any insurance claim submission and exhaust their insurance coverage before becoming eligible for financial assistance. The need for financial assistance will be based on a historical financial profile and current financial situation, including income, assets, employment status, family size and availability of alternative sources of payment. Assistance may include individualized payment plans, medical services at reduced rates, and full write-offs, using federal poverty income guidelines, using fair and consistent collection practices that are in the best interest of all parties involved.

Education & Resources: Birth Center will provide education and assistance to help patients find sources to fund their care, including identifying alternative sources for their medical care and opportunities to work with outside agencies. The Center will work with local agencies such as the Health Department's staff to connect patients with the necessary resources for physical, emotional and financial well-being.





QUALITY OF SERVICES/CONTINUOUS QUALITY IMPROVEMENT POLICY

Quality of Services:

- The Birth Center strives to provide high quality, gynecological and well woman care, as well as family centered, maternal and newborn care to healthy women anticipating uncomplicated pregnancies, labor and birth.
- 2. The staff at the birth center maintains the all professional standards for each respective discipline.
- 3. The birth center staff will maintain continued personal and professional continuing education in order to keep up to date in advances or changes in evidence based care.
- 4. The staff cares for the woman and her family, however, the woman defines her family.
- 5. Each client receives an information packet to inform them of the quality of services provided. At the initial appointment written information is given describing level of care, confidentiality and patient rights and responsibilities.

Procedure for evaluation:

- Each patient will be provided with an Evaluation after birth. Forms will be reviewed by the Birth Center Director, CNM and at board and staff meetings.
- Cumulative statistics on all phases of care will be gathered and reviewed quarterly by the Director. Any trend of concern will be brought to the staff and consultants meetings for discussion and plans for improvement.
- 3. The Board of Directors will review the cumulative statistics yearly. The education program will be reviewed at least yearly by the CNMs and revised as needed.
- 4. The Administrator will survey clients' periodically on client satisfaction and other issues as directed by the Board of Directors or requested by the CNM Director or staff. This information will be presented at staff and board meetings
- 5. The professional staff and consultants will periodically review cases of transports as well as cases with outcome problems. Recommendations for changes will then be proposed and approved.
- Chart Reviews will be done by trimester. Gynecological chart will be reviewed by the CNM director.

Review of Policies & Procedures and Clinical Practice Guidelines:

- 1. Every policy protocols and procedure will be reviewed annually by the CNM Director and administrator.
- 2. Clinical Practice Guidelines, Risk Criteria and the Approved Drug List will be reviewed annually by the CNM Director submitted to the collaborative physicians for re-approval.
- 3. Record of policy and procedure review will be documented on the policy and procedure review form and filed in the administrative files.
- 4. Any interim revisions or additions to the care guides because of changing or evolving best practice will be presented at monthly meeting to have approval by the professional





- staff and collaborative physicians or medical director.
- 5. Medical record forms, Education materials and client hand-out/forms are reviewed on an ongoing basis and revised as needed.
- 6. Retired forms/policies and procedures/clinical practice guidelines are filed in historical file binders by date.
- 7. Outside consultation expertise is used to review problems and identify quality improvements as needed.

Facility Safety:

- 1. Facility rounds will be conducted monthly by the Director or a staff member whom she assigns.
- 2. The facility safety checklist will be used, and each item on the list checked.
- 3. Any item found deficient will be corrected as soon as possible or reported to the CNM Director or administrator.
- 4. The deficiency and evidence of correction will be documented on the facility safety checklist.
- 5. A summary of the facility rounds will be reported at staff meeting.
- 6. The completed checklist will be kept on file in the CQI manual.

Equipment Maintenance:

- 1. All equipment will be checked on a regular basis according to criteria specified in the equipment maintenance criteria to assure that it is clean and in good working condition.
- 2. Regular maintenance checks will be documented on the CQI Checklist and filed in the CQI manual.
- 3. Defective equipment is labeled as such and stored until repaired.
- 4. Temperatures of refrigerators/freezers will be monitored when in office. If min/max temp recording falls out of safe range, health department will be contacted for further instruction.

Inventory and Shelf Life:

- 1. All supplies will be checked on a monthly basis to assure that inventories are adequate and expiration dates are current.
- 2. Check all medications monthly for expiration dates.
- 3. Discard or return any expired drugs or supplies and replace to meet stock requirement.
- 4. Re-sterilize any re-useable sterile packs or instruments which have expired.
- 5. Any sterile packs without expiration dates may be used unless package had become damaged at which point would need discarded per manufacturer's guidelines.
- 6. Make note of medications and supplies that will expire within the next month and place them so they will be used first, prior to expiration.
- 7. Check stock of all drugs, IV's, and sterile and non-sterile supplies to assure that amounts are adequate each practice day for exam rooms and for delivery suites after each delivery and or monthly.
- 8. Order any needed supplies.
 - a. Record inventory on "Master Inventory List"
 - b. Shelf life for medication and expirations are documented quarterly and this check list kept on the outside of the locked door of the medication cabinet.





Emergency Supplies:

- 1. Readily accessible emergency boxes are maintained for both maternal and neonatal emergencies.
- 2. All emergency boxes and supplies will be checked monthly and after each birth if emergency box is opened to ensure that:
 - a. The box is closed and secure and not opened unless there is an emergency for the mother or the baby.
 - b. Equipment and supplies for emergency tray are neatly arranged checked and a log of the checks is maintained.
 - c. All drugs and supplies are in the proper location.
 - d. Amounts are adequate.
 - e. Expiration dates are current.
 - f. Emergency supplies will be maintained according to emergency supplies list.
 - g. Place surgical tape or sticker over the opening of the box with initials and date it was last inventoried and secured.

Emergency Drills:

Although emergencies at the birth center are rare, they do require swift decisive action when they occur. Emergency drills are a way to ascertain the ability of staff to respond to an emergency swiftly, efficiently and effectively.

- 1. Emergency Drills are conducted on the following basis
 - a. Fire/Disaster: Quarterly
 - b. Medical Emergency: Quarterly
 - c. Other drills: Quarterly.
- 2. An emergency drill report will be completed and filed in the Facility Binder filed under SAFETY & DRILLS
- 3. Responsibility for conducting each drill will be the CNM Director or Administrator and will include staff member.
- 4. The staff member conducting the drill is also responsible for completing the emergency drill report and returning filing it in the SAFETY & DRILLS binder.
- 5. If deficiencies are identified as a result of any drill, they will be corrected by staff inservice, change in procedures, or other appropriate action.
- 6. Medical Emergency Drills will include but are not limited to:
 - a. Post partum Hemorrhage
 - b. Prolapsed Cord
 - c. Neonatal Resuscitation
 - d. Shoulder dystocia

CQI Report and Peer Review (Morbidity & Mortality Review):

- 1. Objective: To provide guidelines for morbidity and mortality criteria and standards for review at Birth Center.
- 2. Purpose of this review is to discuss cases from the previous month that meet the criteria determined by mutually agreed upon guidelines. This meet ing is also a form of peer review.
- 3. The review will take place during the monthly provider staff meeting so that discussions can involve all of the providers. This day may vary based upon holiday schedules and CNM on call.
- 4. All professional staff will attend the M&M reviews as well as those providers involved with the individual case presented. Providers or ancillary staff involved with the care of the client involved in the review will provide written account of the event or series of





events contributing to unusual occurrence.

- 5. All notes taken during the meeting will meet the HIPAA standards and will only have the patients initials and pertinent information related to the case.
- 6. The following clinical situations meet the criteria for review:
 - a. Unexplained 3rd trimester IUFD
 - b. Perinatal morbidity
 - c. APGARS < 5 at 5 minutes
 - d. Birth Trauma
 - e. Severe Shoulder dystocia
 - f. Neonatal seizure
 - g. Maternal seizure
 - h. Baby transferred out following delivery
 - i. Any postpartum hospital admission
 - j. Maternal EBL >1000 PPH
 - k. Maternal morbidity
 - I. Any potential event or encounter which may result in legal action
- 7. The provider(s) involved will review the case or issue immediately following as an After Action Review or debriefing if applicable.
- 8. The CNM (s) involved will be prepared to give a case review with a description of the case, the complication and actions taken.
- 9. The staff has the opportunity to discuss the complication and make any recommendations if applicable.

Unusual Event Report:

- 1. Whenever an unusual event occurs involving staff, clients, families, students and/or visitors, an unusual event report will be completed by the staff member involved and filed in the administrative file.
- 2. All unusual event reports will be reviewed by the CNM Director and the medical Director and appropriate action taken.
- 3. An usual event is defined as any occurrence that is out-of-ordinary, particularly if the event has quality of care or risk management implications.
- 4. Examples of types of incidents requiring completion of the form are:
 - a. falls or other injuries
 - b. needle sticks
 - c. client/family with serious complaint regarding birth center services, staff or care
 - d. poor clinical outcomes
- 5. Clients or family complaints regarding a specific staff member or care rendered will be reviewed and handled by the CNM Director or administrator. The CNM Director will discuss the evaluation with that individual. A copy of the comments, and any discussion, may be placed in the employee's personnel file at the discretion of the CNM Director or administrator.

Name Name Name Name Name Nr. Jason and Audrey Davis Drs. Brian and Lisa Emm Dr. Nasir Khokhar Dr Olufemi "Femi" Abiodun Dr Dapo Afolabi Ayodele Olowookere Dr Fortune Alabi Birth Partners INC - Dele & Laura	% 10% 5% 5% 5% 5% 5% 5%	Amount \$ 300,000 \$ 150,000 \$ 150,000 \$ 150,000 \$ 150,000 \$ 150,000	Location DOC Burr Ridge	City Cincinnati Bloomington Bloomington Bloomington Southlake Southlake Celebration Celebration	State OH	Investor Attestation X X X X X X X X X X X X X X X X X X X
or Dapo Afolabi			Burr Ridge	Southlake	X	×
Ayodele Olowookere				Midland	TX	×
Dr Fortune Alabi	5%	\$ 150,000	_	Celebration	FL	×
	42%	ТВС	Burr Ridge	Bloomington	IL	N/A
Medical Director- Dr. Ogunleye	5%	\$ 150,000	Burr Ridge	Bloomington	IL	N/A
Future Medical Director	5%	\$	Burr Ridge	Hinsdale / Burr Ridge	IL	
Midwife Director	3% \$	\$ -	Burr Ridge	Hinsdale	IL	N/A
	100%	\$ 1,500,000				
Board Members	50%				•	
Signature				Signature Ju	Of .	
Printed Name Printed Name Printed Name Title Title	3			Printed Name VP CC Title		
Notarization: Subscribed and sworn to before me this A day of Canuary 2020 Hathera D. Wall Signature of Notary	to before	me		Notarization: Subscribed and sworn to before me this 2 day of Ganuary 2020 Thatia, Han Signature of Notary	ribed and sworn to b anuary みのみり aんし	200 P

Seal

NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/12/22

OFFICIAL SEAL PATRICIA D HARR

NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES: 12/12/22

OFFICIAL SEAL PATRICIA D HARR

> PAGE 180



Subject to IRS rule 501 I/We
the following definitions of being an Accredited Investor as defined by IRS.
 My Income exceeded \$200,000 (or joint income with Spouse of \$300,000) in the 2 most recent years and a reasonable expectation of same income in current year. I/we have a net worth of more than \$1,000,000 excluding value of primary residence.
I /We Confirm that I wish to purchase \$ of shares in Hinsdale Birth Center
1 / We Confirm that I wish to purchase % of shares in Evanston Birth Center
Even though this is a good investment opportunity, there is risk with any investment. I am aware of the risks of this investment. I also attest that I am a US Cilizen.
Date
Fortuge Alabi
Name(s)
256931907
Social Security Number(s)
11832 MINCI Love, valudernere FC
Address 34786



Subject to IRS rule 501
I/WeAvodele Olowookeredo
confirm that we meet the following definitions of being an Accredited Investor as defined by IRS.
1 My Income exceeded \$200,000 (or joint income with Spouse of \$300,000) in the 2 most recent years and a reasonable expectation of same income in current year.
2 I/we have a net worth of more than \$1,000,000 excluding value of primary residence.
I /We Confirm that I wish to purchase % of shares in Hinsdale Birth Center
I / We Confirm that I wish to purchase % of shares in Evanston Birth Center
Even though this is a good investment opportunity, there is risk with any investment. I am aware of the risks of this investment. I also attest that I am a US Citizen.
06/29/2019
Date
Signed
Ayodele Olowookere MD
Name(s)
640-94-7021
Social Security Number(s)
Address5317 Shady bend court Midland Tx 79707



Subject to IRS rule 501	
we Olagapa Atolasi	confirm that we meet
the following definitions of being an Accredited Investor as defined by IRS.	
 My Income exceeded \$200,000 (or joint income with Spouse of \$300,000 years and a reasonable expectation of same income in current year. I/we have a net worth of more than \$1,000,000 excluding value of primar 	
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1 / We Confirm that I wish to purchase % of shares in Evanston Birth	
Even though this is a good investment opportunity, there is risk with any investments of this investment. I also attest that I am a US Citizen.	
Date	
6/3/2019	
Signed	
Name(s) OLASAPO AFOLABI	
370-21-9318	
Social Security Number(s)	
2600 Summit Ridge Anne, Southlake Tx	76092
Address	



Subject to IRS rule 501
I/We
 1 My Income exceeded \$200,000 (or joint income with Spouse of \$300,000) in the 2 most recent years and a reasonable expectation of same income in current year. 2 I/we have a net worth of more than \$1,000,000 excluding value of primary residence. I/We Confirm that I wish to purchase
06-03-2019 Date 4
Almo
Signed
OLUFEMI J. ABIODYN
Name(s)
Social Security Number(s)
2709 SUMMIT RIDGE, SOUTHLAKE TX 76092
Address



	Subject to IRS rule 501
	I/We
	the following definitions of being an Accredited Investor as defined by IRS.
N	My Income exceeded \$200,000 (or joint income with Spouse of \$300,000) in the 2 most recent
1	years and a reasonable expectation of same income in current year. 1/we have a net worth of more than \$1,000,000 excluding value of primary residence.
	I /We Confirm that I wish to purchase % of shares in Burr Ridge Birth Center
	I / We Confirm that I wish to purchase % of shares in Chicago / Lakeview Birth Center
	Even though this is a good investment opportunity, there is risk with any investment. I am aware of the
	risks of this investment. I also attest that I am a US Citizen.
	6-1-2019
	Date O
	Jama Dulegaro
	Lawa Wiggard Buth Part ress INC.
	Jama Wiggand Buth tan rens I'm
	Name(s)
	352-50-9031. / 61-1916271
	Social Security Number(s) or Tax ID/EIN
	301 Peach Street, Washington IL 61571
	Address
	361-9199.
	Phone number
	laura w 1602 (2) yahw. com
	Email



ACCREDITED INVESTOR ATTESTATION		
Subject to IRS rule 501		
I/We Bamidele OGUNIEYE do confirm that we meet the following definitions of being an Accredited Investor as defined by IRS.		
 My Income exceeded \$200,000 (or joint income with Spouse of \$300,000) in the 2 most recent years and a reasonable expectation of same income in current year. I/we have a net worth of more than \$1,000,000 excluding value of primary residence. 		
I/We Confirm that I wish to purchase $\underline{\underline{5}}$ % of shares in Burr Ridge Birth Center		
I / We Confirm that I wish to purchase $\phantom{aaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa$		
Even though this is a good investment opportunity, there is risk with any investment. I am aware of the risks of this investment. I also attest that I am a US Citizen.		
Date Signed		
Name(s) Banidele Gruber		
Social Security Number(s) or Tax ID/EIN 27, 067362		
2107 crimen lane, Bloomington IL		
Phone number 309 5332634		
Cle le o gunleye @ homail·com		





Subjec	t to IRS rule 501	
I/We	MICHAEL BARE	do confirm that we meet
	lowing definitions of being an Accredited investor as de	fined by IRS.
1 2	My Income exceeded \$200,000 (or joint income with years and a reasonable expectation of same income in I/we have a net worth of more than \$1,000,000 exclusions.)	n current year.
I /We (Confirm that I wish to purchase % of share	es in Hinsdale Birth Center
I / We	Confirm that I wish to purchase 10 % of share	es in Evanston Birth Center
Even though this is a good investment opportunity, there is risk with any investment. I am aware of the risks of this investment. I also attest that I am a US Citizen.		
	6-4-2019	
Date		
Signed	12	
	MICHAEL BISBE FOR HREELL	C & EACT, LLC
Name((S)	
Social	Security Number(s)	
Name of Street	8641 STILLWATER TRUE, MASON O	4 45040
Addre	22	



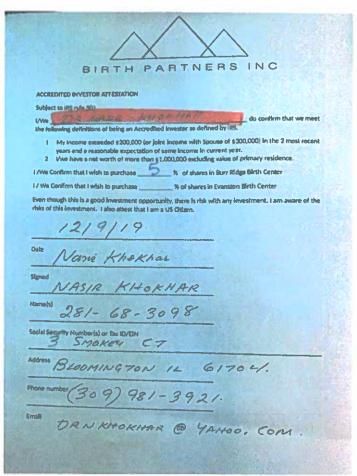
Address

Subject to IRS rule 501
I/We ASW STATE AND A PROPERTY AND A CONFIRM THAT WE MEET
the following definitions of being an Accredited Investor as defined by IRS.
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- We have a net worth of more than \$1,000,000 excluding uplue as a
1/We Confirm that I wish to purchase 5 % of shares in Hinsdale Birth Grant
I / We Confirm that I wish to purchase % of shares in Evanston Birth Center
Even though this is a good investment opportunity, there is a large state of the control of the
Even though this is a good investment opportunity, there is risk with any investment. I am aware of the risks of this investment. I also attest that I am a US Citizen.
6/3/2019
Date
Signed Ludy Chis
Mame(s) AUDREYD DANIS NOME(S)
486-72-7337, 325-68-3565 Social Security Number(s)
55 SUSET RO, BLOOMINGTON IL 61701



Subject to IRS rule 501
I/We do confirm that we meet
the following definitions of being an Accredited Investor as defined by IRS.
 My Income exceeded \$200,000 (or joint income with Spouse of \$300,000) in the 2 most recent years and a reasonable expectation of same income in current year. 1/we have a net worth of more than \$1,000,000 excluding value of primary residence.
I /We Confirm that I wish to purchase% of shares in Burr Ridge Birth Center
1 / We Confirm that I wish to purchase % of shares in Evanston Birth Center
Even though this is a good investment opportunity, there is risk with any investment. I am aware of the risks of this investment. I also attest that I am a US Citizen. $12\sqrt{3}\sqrt{\mu_0}$
Date 3-45 3 2 1
Signed Briga Emm Lisa REmm
Name(s) 353-64-1977
Social Security Number(s) or Tax ID/EIN Bloomington IL (170)
309-846-870
Phone number
Emmbriga Cyulic. com
Email

58



Page 166 of 200
(Application pages renumbered by State Board Staff)





VILLAGE OF BURR RIDGE

PETITION FOR PUBLIC HEARING PLAN COMMISSION/ZONING BOARD OF APPEALS

GENERAL INFORMATION (to be completed by Petitioner)		
PETITIONER (All correspondence will be directed to the Petitioner): Lawa Wilegand		
STATUS OF PETITIONER: BIrth Partners, Inc Chief Operating Officer		
PETITIONER'S ADRESS 2107 Crimson Lane, Bloomington, IL 61704		
ADDRESS OF SUBJECT PROPERTY: 7000 COUNTY LINE ROAD		
PHONE: 309-361-9199		
EMAIL: Lauraw@obgyncase.com		
PROPERTY OWNER: Midland Equities, LLC PROPERTY OWNER'S ADDRESS: Transam Plaza Dr. 1 PHONE: 630-620-1500		
PUBLIC HEARING REQUESTED: X Special Use Rezoning Text Amendment Variation(s)		
DESCRIPTION OF REQUEST:		
To operate a free-standing birth center, which will offer women		
and newborn health care to women from pre-conception, through		
Pregnancy, to and through menopause.		
PROPERTY INFORMATION (to be completed by Village staff)		
PROPERTY ACREAGE/SQ FOOTAGE:EXISTING ZONING:		
EXISTING USE/IMPROVEMENTS:		
SUBDIVISION:		
PIN(S) #		
The above information and the attached Plat of Survey are true and accurate to the best of my knowledge. I understand the information contained in this petition will be used in preparation of a legal notice for public hearing. I acknowledge that I will be held responsible for any costs made necessary by an error in this petition.		
Perflored's Signature 9-6-19 Date of Filing		

Payment Detail

Tell me about managing payments ...

Biller Name Villiage of Burr Ridge

Payment Account Business Checking Plus X98478

Amount \$650.00

Pay Date 09/11/2019

Confirmation Number PH9V8-8GBVM

Status Pending

This payment is pending. The payment will be processed in time for Villiage of Burr Ridge to receive it by the pay date.

Change this payment Cancel this payment

- Print
- Close





Address:

7000 County Line Road

As per Section XII.K.7 of the Village of Burr Ridge Zoning Ordinance, for a special use to be approved, the petitioner must confirm all of the following findings by providing facts supporting each finding.

a. The use meets a public necessity or otherwise provides a service or opportunity that is not otherwise available within the Village and is of benefit to the Village and its residents.

SEE ATTACHED ANSWERS FOR ALL QUESTIONS.

- b. The establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.
- c. The special use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood in which it is to be located.
- d. The establishment of the special use will not impeded the normal and orderly development and improvement of the surrounding property for uses permitted in the district.
- e. Adequate utilities, access roads, drainage and/ or necessary facilities have been or will be provided.
- f. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
- g. The proposed special use is not contrary to the objectives of the Official Comprehensive Plan of the Village of Burr Ridge as amended.
- h. The special use shall, in other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission or, if applicable, the Zoning Board of Appeals.



a. The use meets a public necessity or otherwise provides a service or opportunity that is not otherwise available within the Village and is of benefit to the Village and its residents.

Birth centers are part of the healthcare industry. They came into existence in 1975 – over 35 years ago when women were looking for an alternative to a hospital-based birth or home birth. The growth of free-standing birth centers has accelerated since early 2000's, as more women have begun seeking an environment that encourages a natural birth experience with the highest standards of maternity and newborn care. The American Association of Birth Centers (AABC) reports from 1994 to 2004 the number of birth centers grew by 26% from 135 to 170. Since 2004, this number grew by 46% from 170 to 248 with a growth of 27% since early 2010 when there were 195 birth centers. Following a successful launch of a free-standing birth center in downstate Bloomington, IL in 2016, Birth Partners, Inc. would like to bring the first free standing birth center to the healthcare market of the Chicago Suburbs. After extensive research, Birth Partners, Inc. have selected Burr Ridge as an ideal location for this niche service offering for women and newborn health.

b. The establishment, maintenance, or operation of the special use will not be detrimental to, or endanger the public health, safety, morals, comfort, or general welfare.

The introduction of a free-standing birth center will not be detrimental to the health, safety, morals, comfort or general welfare of the Village. It will offer a <u>new level of service for women and newborn health not otherwise offered anywhere else</u> in the Chicago suburbs.

c. The special use will not be injurious to the uses and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood in which it is to be located.

The proposed special use, the free-standing birth center, will not negatively impact the uses and/or property values of the surrounding properties. The center will <u>fill a vacant building in a Planned Unit Development (PUD) located at 7000 County Line Road</u>. Planned renovations to the building to meet the operational needs of the birth center will undoubtedly <u>enhance the value of the property</u>. The center will attract clients from within and outside the community, who will regularly visit the birth center, and could be expected to provide potential new consumer traffic to the surrounding retail businesses.

d. The establishment of the special use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

The special use will not impede the development and improvement of surrounding property. The special use will allow a <u>new business</u> – a free standing birth center - to <u>fill a vacant building in the PUD at 7000</u>

<u>County Line Road</u>, and will <u>attract new visitors to the location</u> from within and outside the community.

e. Adequate utilities, access roads, drainage and/ or necessary facilities have been or will be provided.

The petitioner believes this to be true based on information provided by the Village.

f. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

The petitioner believes this to be true based on information provided by the Village.



g. The proposed special use is not contrary to the objectives of the Official Comprehensive Plan of the Village of Burr Ridge as amended.

The proposed special use is consistent with the Village's Comprehensive Plan in that it will be providing <u>in-fill use for a vacant building in a PUD</u>, and this special use should, given the improvements to be made to the building, enhance the value of the property.

h. The special use shall, in other respects, conform to the applicable regulations of the district in which it is located, except as such regulations may, in each instance, be modified pursuant to the recommendations of the Plan Commission or, if applicable, the Zoning Board of Appeals.

Yes the petitioner expects its planned special use will conform with all other applicable regulations.





VILLAGE OF BURR RIDGE PLAN COMMISSION AND ZONING BOARD OF APPEALS

Consent to Install Public Notice Sign

The owner of the property referenced below, or an authorized representative of the owner, which is the subject of a public hearing before the Village of Burr Ridge Plan Commission or Zoning Board of Appeals, hereby consents to allow the Village of Burr Ridge to install a public notice sign on the aforesaid property. The public notice sign will be erected 15 to 30 days prior to the public hearing and will remain on the property until it is removed by the Village of Burr Ridge subsequent to a final dispensation of petition request.

Street Address of Subject Property:	7000 County Line Road
Property Owner or Petitioner:	Laura Wiegana (Prini Name)
	Lawa Julgand
	(Signature)



Z-07-2019: 7000 County Line Road (Weigand); Requests special use approval as per Section VIII.B.2.w of the Zoning Ordinance for a medical office in the B-1 Business District.

HEARING:

October 7, 2019

TO:

Plan Commission Greg Trzupek, Chairman

FROM:

Evan Walter Assistant Village Administrator

PETITIONER:

Laura Weigand o/b/o Birth Partners, Inc.

PETITIONER STATUS:

Prospective Tenant

EXISTING ZONING:

B-1 Business District PUD

LAND USE PLAN:

Recommends Retail, Service, and Office Uses

EXISTING LAND USE:

Commercial Building

SITE AREA:

1.59 Acres

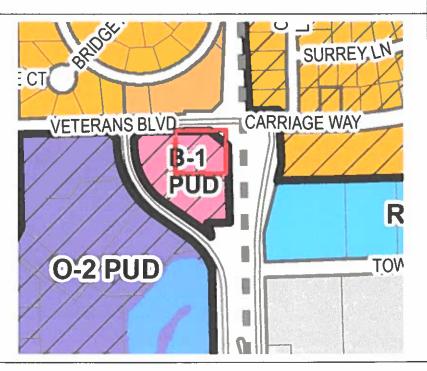
SUBDIVISION:

Oak Grove

PARKING:

25 Spaces







Staff Report and Summary
Z-07-2019: 7000 County Line Road (Wiegand); Special Uses, Text Amendments, and Findings of Fact
Page 2 of 3

The petitioner is Laura Weigand on behalf of Birth Partners, Inc., a specialty birth center (henceforth "Center") which focuses on providing a home-like environment for women giving birth. The petitioner requests an amendment to Section VIII.B.2 of the Zoning Ordinance to add "Birthing Center" as a special use in the B-1 Business District, a special use for a Birthing Center in the B-1 Business District as per the amended Zoning Ordinance, a special use for a business whose hours of operation exceed 7:00am to 10:00pm in the B-1 Business District, and a text amendment to establish parking regulations for a Birthing Center. The subject property is approximately 3,000 square feet in size and was formerly a branch of MB Financial Bank.

Birth centers, such as this, are licensed by the State of Illinois, while accreditation may be obtained from the Commission for the Accreditation of Birth Centers (CABC). The Center will have three total birth rooms at its opening, which will remain its maximum capacity. The petitioner states that the Center's business hours will vary depending on the volume of clients, but are anticipated to be Monday—Thursday from 8:00am-5:00pm with 24-hour coverage handled by on-call staff. There will be five total full-time staff at the business' opening as well as have access to a pool of on-call clinical staff as needed. The business would have a maximum of 10-12 total full-time employees at commercial capacity; however, not all of these employees would be present simultaneously. The Midwife Director and other staff would be available 24/7 to address patient care concerns and be present at the birth center to meet the patient. The petitioner has stated that medical waste will be stored indoors and be disposed of via a professional medical waste company, per their State licensure. No ambulances would be used to transport patients to the Center.

Land Use and Site Analysis

The subject property is 1.59 acres in size and is located on a shared parcel with two other commercial buildings at a B-1 Business PUD known as Oak Grove. The B-1 District is intended to provide a location suitable to accommodate a combination of retail, service, and office uses in a commercial and business district; "Medical, Dental, and Optical Offices and Clinics" is listed as a special use in the B-1 Business District. The subject property is bounded by O-2 Office uses to the west, a church zoned R-2B Residential to the immediate north, and a mixture of residential and industrial uses to the east (across County Line Road) zoned R-3 Residential, R-A Research Assembly, and L-I Light Industrial. The primary tenants of the Oak Grove PUD include Cadence Preschool and Busey Bank, both of which serve a strictly daytime clientele.

The subject property contains 25 total dedicated parking spaces. The Zoning Ordinance does not have a specific regulation defining the provision of parking spaces for a "birthing center". "Medical and dental clinics or offices of physicians" are required to provide six parking spaces for each doctor or dentist present; however, this use does not intend to operate on a traditional model wherein a set amount of doctors is present during normal business hours. To define the required amount of parking needed for such a use, the Plan Commission has the option to either establish a custom parking provision requirement for this specific use or create a parking requirement for all birthing centers which may locate in the Village via a text amendment. As a matter of reference, the most commonly identified parking requirement in the Zoning Ordinance is one parking space provided per 250 square feet of floor area.



Staff Report and Summary

Z-07-2019: 7000 County Line Road (Wiegand); Special Uses, Text Amendments, and Findings of Fact

Page 3 of 3

Public Hearing History

Several sign variations have been granted for the Oak Grove PUD, which is unusually limited in the number of signs permitted due to three buildings being located on a single parcel.

Applicable Zoning Ordinance Section

Section VIII.B of the Zoning Ordinance lists all special uses present in the B-1 Business District. There is no specific use for a "birthing center" nor are there parking regulations which define the requirements for providing a minimum amount of parking at a birthing center.

Public Comment

No public comment was received on this petition.

Findings of Fact and Recommendation

The petitioner has provided Findings of Fact for two special uses and two text amendments which may be adopted if the Plan Commission is in agreement with those findings. There are four possible actions available to the Plan Commission, as follows:

• If the Plan Commission chooses to recommend a text amendment to Section VIII.B.2 of the Zoning Ordinance to add a special use in the B-1 Business District, the following changes are suggested:

Section VIII.B.2 (special use in the B-1 Business District): Birthing Center

- If the Plan Commission chooses to recommend a special use for a Birthing Center in the B-1 Business District as per the amended Zoning Ordinance, staff recommends that it be made with the following conditions:
 - 1. The special use shall be limited to persons Laura Weigand and Dele Ogunleye, principals of Birth Partners, Inc., in a manner consistent with the submitted business plan.
 - 2. The special use shall be null and void if Birth Partners, Inc. no longer operates a medical office at 7000 County Line Road.
 - 3. All medical waste shall be stored indoors at all times except for when actively disposing said waste into a vehicle for transportation off-site.
- If the Plan Commission chooses to recommend a special use for a business whose hours of operation exceed 7:00am to 10:00pm in the B-1 Business District, staff recommends that this special use be made in a manner consistent with the submitted business plan.
- If the Plan Commission chooses to recommend a text amendment to establish parking regulations for a Birthing Center, staff recommends that "Birthing Center" be required to provide 1 parking space for every 250 square feet of commercial space.
 - This is a standard parking requirement found in the Zoning Ordinance and sufficient parking is available to satisfy this potential requirement.

Appendix

Exhibit A – Petitioner's Materials



Appendix V #20-003

Birth Center

Business Plan

Birth Partners, INC

Dr Dele Ogunleye Laura Wiegand

Address to be determined

Telephone:

309-533-2634 Dele

309-361-9199 Laura

E-Mail:

drdele@awhcare.com lauraw@obgyncare.com



I. Executive Summary

The Birth Center provides a safe, home-like environment to women of all ages for their women health needs – from preconception, through pregnancy, and through menopause. The birth center is a new and unique business to this area. Within three years the birth center projects:

- to have 273 women give birth at the birth center
- to have 412 women receive pregnancy care at the birth center
- to be profitable

The birth center is part of the health care industry. We will focus on women who are interested in an alternative to giving birth at home or in a hospital. The women attracted to the birth center will be in good health, be low risk, want a natural birth with little or no interventions, and want to be a partner in their health and the birthing process.

The birth center offers a home-like environment for women to give birth. Women can give birth in a birthing tub, on a birthing stool, or in bed — wherever they desire. The birth center is licensed by the State. The midwifery model of care is practiced in the facility. The price of a birth center birth is estimated at \$7000. This compares to an estimated price of \$5000 for a home birth or an estimated \$16,000-\$25,000 for a non-complicated vaginal birth in a hospital.

The number of births at birth centers increased 22% in the last five years (10,781 births in 2006 to 13,166 in 2010 according to the Center for Disease Control) as women have become more knowledgeable about birth centers and the services they provide and as people search for lower cost options for their child's birth. This increase in birth center births happened at the same time that the annual number of U.S. births decreased by 7.3% (American Association of Birth Centers, 2011).

The long term outlook is for continued growth of birth centers not only because of their lower cost structure but because more women want to give birth to their child in a natural way outside the hospital, but not in their home. The Birth Center is positioned to be there for these women who want a lower cost, totally natural birth in an environment that caters to their individual needs while meeting or exceeding the highest standards of midwifery care.



II. Mission, Philosophy, Goals and Objectives

Mission Statement

To provide a safe, home-like environment to women of all ages for their women's health needs – from preconception, through pregnancy, and through menopause.

General Description of the business

The Birth Center is a limited liability company (LLC). This business structure was selected for the following reasons:

- Protects personal assets
- Owners are entitled to all the profits (or losses)
- Owners make all the business / management decisions
- Ease of selling the business
- Simplicity of business structure

Birth Partners, Inc is the primary owner with 40% ownership and second principal owners are investors ranging with ownership from 5% to 10% ownership.

Philosophy

At the Birth Center, we believe:

- 1. Women have the right to seek care that is medically safe, fits their lifestyle, and recognizes and respects their individual physical, social, spiritual, psychological and economic needs.
- 2. Women and families have the right and responsibility to assume an active role in their own health care. Our care is provided by a team with the client as an equal team member.
- 3. Childbirth is most often a normal, healthy process. The role of the care giver is to support and promote this normal process, while recognizing and dealing with any deviations from normal. Confidence in this normal process is promoted in all aspects of care.
- 4. Because the family is the cornerstone of our social structure, maternity care must support and promote family unity and development. Family members, including siblings, should be involved in the childbearing experience to whatever extent the family desires. "Family" is defined by the client.
- 5. Education is an essential part of quality health care. With knowledge freely exchanged between our staff and clients, women and their families are able to assume shared responsibility for and make informed choices about their health care.



Goals and Objectives

Goal #1: Increase birth center exposure

Objectives	What	When	Who	
Announce birth center anticipated opening	Facebook, twitter, Instagram, mom's groups	TBD	BPI	
Public speaking engagements talking about the birth center and the care provided	The Birth Chapter, mom's groups with MOPS, birth and wellness fairs	TBD	BPI	

Goal #2: Get accredited by Commission for the Accreditation of Birth Centers

Objectives	What	When	Who
Birth center accredited	Join AABC	TBD	BPI & Midwife Director
Meet deadline for submission of documents	Submit documents and fee	TBD	BPI & Midwife Director
Birth center prepared for accreditation team and review	Review all manual and have documents ready	TBD	BPI & Midwife Director



Goal #3: Eight new client appointments per week

Objectives	What	When	Who
Have bi-monthly	Marketing activities	As needed to build	BPI & Midwife
orientation sessions	to reflect availability of orientation classes – website and social media	clientele base	Director & Outreach Coordinator

Goal #4: Average twelve births per month at the birth center by the end of year one

Objectives	What	When	Who
Have staff and	Review staffing and	As needed to meet	BPI & Midwife
equipment / supplies	supply needs	clients' needs and	Director
to facilitate 12 births	throughout the year	expectations	

LONG TERM GOALS and OBJECTIVES (Two to Five Years)

Goal #5: Expand pre-conception care to providing limited infertility services

Objectives	What	When	Who	
Increase revenues and attract potential clients	Advertise to reflect expansion of services (three different advertising media)	TBD	ВРІ	wands (* 17)
Contact local support and womans' groups	Inform mom groups about expansion of services. (Meet with three different groups)	TBD	BPI	



Goal #6: Provide menopause care

Objectives	What	When	Who
In-service and training for staff on medical and complementary therapies for menopausal care	Attend a conference	TBD	BPI & Midwife Director
Increase revenues and attract potential clients as moms refer daughters / friends to birth center	Advertise to reflect expansion of services (three different advertising media)	TBD	BPI & Midwife Director
Contact senior groups	Inform senior groups about expansion of services. (Meet with three different groups)	TBD	BPI & Midwife Director

Goal #6: Provide retail goods and in-house services that complement clientele services being provided

Objectives	What	When	Who
Identify products to be sold	Purchase products to increase sales and service	TBD	BPI & Midwife Director
Identify services to be offered within the birth center	Identify outside services that clients could receive either in the birth center or be referred to	TBD	BPI & Midwife Director



Birth Center business plan

The purpose of the Birth Center business plan is to:

- Chart a course for the owners as they open this new business
- Have information readily available to attract employees
- Have information readily available to explain Birth Centers to the public, whether they be prospective clients or individuals interested in a new business in the community.

The Birth Center key services

Birth Center is marketed toward women of all ages for their health needs – from preconception, through pregnancy, to and through menopause. Focus initially is directed to women seeking prenatal care, birth, and post-natal care. Longer term, services will be directed to women needing pre-conception and menopausal services.

III. Background Information

Birth Center industry description

Birth centers are part of the healthcare industry. They came into existence in 1975 – over 35 years ago when women were looking for an alternative to a hospital based birth or home birth. The growth of free standing birth centers has been steady but slow until the last decade. This slow growth has been due to slow acceptance of the concept by the public, lack of knowledge about the existence of birthing centers, and restrictive regulations. The rate of growth has recently accelerated. The American Association of Birth Centers (AABC) reports from 1994 to 2004 the number of birth centers grew by 26% from 135 to 170. Since 2004, this number grew by 46% from 170 to 248 with a growth of 27% since early 2010 when there were 195 birth centers.

From 1995 to 2005, 9,000 to 10,000 births per year were attended in birth centers. The number of births at birth centers increased 22% in the last five years (10,781 births in 2006 to 13,166 in 2010 according to the Center for Disease Control). This rise in birth center births is thought to be due to women becoming more knowledgeable about birth centers and the services they provide and because women and families are seeking lower cost options for their child's birth.

The long term outlook is favorable for continued growth of birth centers not only because of their lower cost structure, but also because more women are recognizing birth as a normal physiologic process. More women want to give birth to



their child in a natural way outside the hospital but not at home. The Birth Center is positioned to be a viable option for these women who want a lower cost, totally natural birth in an environment that caters to their individual needs while meeting or exceeding the highest standards of care for an accredited birth center.

The Birth Center is positioned to provide a service to women where this option is currently lacking. Only hospital or home births are available in this area. Hospitals are known to rely heavily on interventional methods of birth (use of fetal monitors, medications, caesarean sections) which work well in large settings. Home births do not appeal to some women. A birth center is a safe alternative which relies on individualized midwifery care as its core. By becoming accredited by the Commission for the Accreditation of Birth Centers (CABC), the Birth Center will demonstrate to its clients and to the community it is meeting the highest standards of birth care.

Birth Center Care follows the philosophy of Midwifery Care. This care model recognizes the woman as a partner in her care, provides her with knowledge to make choices that will affect her and her pregnancy, and respects the human dignity, individuality and diversity. The Birth Center will also develop consultative, collaborative and referral agreements with medical and alternative wellness services within the community. Some of these relationships pre-exist due to respected midwife already established in the community.

Women are introduced to the birth center concept through attending orientation sessions where the concept of a birth center pregnancy and birth are discussed. They are invited to make an appointment at the birth center to determine their eligibility to participate in a birth center pregnancy and birth. All pregnancies and births in birth centers are required to be low risk (good health, no diabetes, no hypertension, etc.) as determined by birth center standards. Women are followed throughout their pregnancy and delivery, and through six weeks post-partum per general protocol and individual needs. Infants are followed for two weeks post-partum if they are also determined to be low risk.

Birth Partners, INC (BPI):

Dele Ogunleye, MD, FACOG, is a board-certified obstetrician, gynecologist, and urogynecologist who also practices pelvic medicine and reconstructive surgery at Advanced Women's Healthcare in Bloomington, Illinois. He sympathetically treats fertility issues, pelvic floor prolapses, urinary incontinence, and other complications of menopause, pregnancy, and general womanhood. Dr. Ogunleye earned his medical degree from Obafemi, Awolowo University, in Ife, Nigeria. He completed a residency at Warrington General Hospital in Cheshire, United Kingdom, before moving stateside for another residency at Good Samaritan Hospital in Baltimore. Today, Dr. Ogunleye holds memberships with multiple professional organizations to keep up on the latest advancements in obstetrics and gynecology. He is a fellow of the American Congress of Obstetrics and Gynecology and a member of the American Medical Association, the Greater Medical Council in the UK, and the Ohio State Medical Association. Throughout his career, Dr. Ogunleye has contributed much of his own research to his field. He was given the Organon Research Award in 2003 for his research paper exploring the role of trophoblastic hyperplasia in ectopic pregnancies. At Advanced Women's Healthcare, Dr. Ogunleye frequently performs routine gynecological exams to keep women of all ages up on their health. He's trained in da Vinci® robotic surgery to delicately repair damage to the ovaries, fallopian tubes, and uterus. He treated women in the



Bloomington area since 2004 before opening Advanced Women's Healthcare in 2012. He is the President / Co-founder of Birth Partners, INC. Dr Ogunleye has involvement in several other businesses and investment endeavors (including 2 successful Birth Centers and in the process of opening 3 other locations).

Laura Wiegand currently serves as the COO/Co-Founder of Birth Partners, Inc. She successfully managed the openings of the Birth Center of Bloomington Normal in Illinois and Beginnings Birth Center in Colorado. At the national level for birth centers, she serves on the AABC Industry Relations Committee. She works at the state and local level to educate the public, medical communities and health insurance providers about the benefits of the midwifery and birth center model of care including better patient outcomes, reduced costs for families and payors. Laura is also the Administrator at Obstetrics and Gynecology Care Associates 2008. Co-owner/Founder of MPR-Medical Practice Resources (medical coding, billing and consulting) 2010, founder of The Baby Expo 2014, Owner/Event Planner of Extravaganza Events 2000. With over 20 years practice management experience, Laura has made a career of directing multiple site operations, while securing financial results and building a team that focuses on maximizing patient care and the entire the patient experience. Laura serves as a resource for all aspects of practice management and birth center operations.

IV.Organization

Business Structure, Management and Personnel

Business on a day-to-day basis is shared between the Administrator and the Midwife Director. Midwife Director is responsible for the operational/ patient care side of the business and Administrator is primarily responsible for the business side of the business.

The plan for continuation of the business if either person is lost or incapacitated is to outsource that part of the business affected to the extent the other partner feels they do not have the time to manage or feels not capable of handling.

Professional Support

- Board of Directors
- Attorney to be determined
- Certified Public Accountant
- Insurance agent
- Mentors and key advisors



Operating Controls

Overview

Women are introduced to the birth center concept by attending orientations where the concept of a birth center pregnancy and birth are discussed. Women are invited to make an appointment at the birth center at the conclusion of the orientation to determine their eligibility to participate in a birth center pregnancy and birth.

Once it is determined that the women meets the criteria to be a birth center client, she will come to the birth center on a routine schedule for check-ups.

The first appointment at the birth center is one hour long. Because the birth center will initially have fewer clients as business builds. This first appointment is an opportunity for the midwife and client to get to know one another. A complete medical history is taken and midwifery care discussed. It is at this point where it is determined if the woman is a candidate for a birth center birth. Her level of risk is evaluated at each encounter throughout her pregnancy. If appropriate, a complete physical exam is done and blood work drawn.

The client will call ahead to the midwife when she begins to labor. She will be greeted at the birth center by midwife once active labor is well underway. The midwife assistant, an RN and NRP certified, will be called once it is determined that birth is approaching. After giving birth to her child the mother will remain at the birth center a minimum of four hours to bond with her child and to observe both she and the baby for signs of complications. Mothers usually go home within twelve to twenty-four hours. If necessary, per protocol, a transfer will occur to a hospital setting if care beyond twenty-four hours is required.

During the initial appointment the birth center fees will be reviewed with the client. The client will be informed what fees will be covered by her health insurance plan, if she has one, and what fees will need to be paid out of pocket. If the client accepts to pay the fees as outlined to her she will begin paying a portion of the fees at designated appointments. Full payment of client's portion of the fees will be expected by the thirty-six weeks of pregnancy.

Revenue and expenses will be analyzed on a regular basis to make sure client payments and reimbursement from health insurers cover the birth center's expenses as well as provide margin to pay off the long term debt and provide profit to the owners.



Quality control

Quality control is maintained by:

- Accreditation by the Commission for the Accreditation of Birth Centers (CABC).
- The birth center's policies and procedures which will model the policies and procedures issued by the American Association for Birth Centers (AABC).
- Peer review with other birth center practice nurse-midwives in the State held on at least a bi-annual basis
- Review of the clients' medical records with staff during staff meetings.
- Licensure by the State

Customer service

Client questions regarding their care are answered by midwives / registered nurses (RNs), and can be facilitated by the receptionist and/or Administrator. Clients will receive and be encouraged to fill out questionnaires rating their service with the birth center.

Inventory control

Inventory control is managed by Midwife Director on an as needed basis. As client volume increases supply inventory review will be assigned to one of the staff. Staff will be responsible for placing orders to replenish supplies.

Service development

As client volume increases Administrator will survey clients and the community to determine what products and or services clients would like to see offered or sold. This could include but not be limited to lactation consultation and gynecological services.

Location

The desired location for the future birth center will have at approximately 6,000 square feet. Space for 4-clinic rooms, classroom, 3-birth rooms, offices and storage. The parking lot needs to be easily accessible from major thoroughfares and to handicap parking and a sidewalk ramp.

The building will be located approximately 10 minutes or less from the Hospital and less than 5 minutes from the EMS. This location should also be in great proximity to major thoroughfares and highways, easily accessible to all of the city and surrounding areas. But also close to residential area to create a home like atmosphere. The outside of the building should be visually appealing as well as the landscaping. The location is based in an area of that is expected to see growth in population over the next 10 years.



Cost

TBD - attachment

Business hours

The birth center's business hours will vary depending on the volume of clients. Hours will be anticipated to be Monday – Thursday from 8AM – 5PM with 24-hour coverage handled by on-call staff. The Midwife Director and staff are available 24/7 to answer any client's care concerns, and if necessary, go to the birth center to meet the client. A midwife will always available for births 24/7 including weekends and all holidays.

Licensing

Birth centers are licensed by the State. Accreditation will be obtained from the Commission for the Accreditation of Birth Centers (CABC). This accreditation is sought to assure clients that Birth Center meets the highest quality standards available for birth centers in the United States.

BPI will verify that the licenses and credentials of the employees (midwives and registered nurses) or contracted labor are current.

Insurance coverage

The facility has business property, general and workman's compensation insurance. All Midwives will be provided with malpractice liability insurance. The nurses, other assistants, and other CNMs that join the practice will be added to the practice's malpractice liability insurance policy.

Number of employees

Minimal staffing when first opened. We will have two to three on-call contract RNs available for birth assisting. State law requires two people (two midwives or a midwife and a birth assistant) to be present at a delivery. When client volume increases to more than 12 births per month, it is anticipated that more staff will need to be hired.

Employees will be recruited by word of mouth and, when needed, by advertising open positions on job search sites both specific and not specific to birth centers and midwifery.

Training methods and requirements

The midwife Director is responsible for training employees using the birth center's policies and procedures which are based on the standards outlined in the Commission of the Accreditation of Birth Standards manual. Contract labor will be responsible for reading and understanding the birth center's policies and procedures.

Depending on the volume of clients, contract RNs and other contract workers will be responsible for doing those tasks that need to be done at the time, whether it be answering phones, examining clients, doing housekeeping activities, etc.

Contract RNs will be used for assisting in births when the birth center initially opens and until volume indicates the need to hire a part-time or full-time RN. Contract labor will be used for legal advice, billing service, bookkeeping, yearly tax preparation, web-site maintenance and improvement, etc.

<u>Inventory</u>

An inventory of normal disposable medical supplies used during exams and deliveries is kept on site. This includes paper products, medications, herbal tinctures, and nourishment for the mother.

Average value in stock (non-fixed assets and inventory supplies)

Investment in non-fixed assets and inventory supplies is estimated at \$25,000.

Rate of turnover

Supplies will be consumed on an as needed basis per patient which is normal for birth centers and other medical facilities doing patient exams and natural vaginal births.

Lead-time for ordering

For supplies used in exams and deliveries (gloves, lubricant, paper products) the average lead-time is a up to one week.

Credit Policies

Clients pay for that portion of the birth center fees not covered by their insurance if they have a health insurance plan. Payments are on a regular basis with payment in full by thirty-six weeks of pregnancy. Payments are made at the time the client comes in for their appointment.

CM Billing will handle all insurance billing as well as credentialing with insurance companies.

Accounts Receivable

Accounts receivable follow-up is part of the services provided Billing but the Administrator will run monthly reports.

Accounts Payable

The administrator is responsible for bill payment and will use purchasing experience to negotiate the best value (item cost, quality, delivery, return policy, and payment terms) with suppliers. Unless there are reasons to do otherwise the plan is to pay bills in a timely manner to avoid interest charges, but not so early as to cause a cash flow problem.



V. The Marketing Plan

Services

Birth Center provides women the option to birth at a birth center in addition to the two choices they have today: home birth or hospital birth. Hospitals often rely on interventional methods such as induction or augmentation of birth or use of electronic fetal monitoring which work well to maximize the efficiency of the staff, physicians and facilities. Their focus is on efficiency that can put the mother's wants / desires second. Giving birth at home does not appeal to some women because of the constraints of the home, desire not to deliver at home, and / or they want the security of a hospital or birthing center which meets accreditation standards for safe and quality of care.

The Birth Center focus' on women who are identified in the low-risk category as determined by birth center standards. Care is provided throughout their pregnancy and delivery and through six (6) weeks post-partum per general protocol and individual needs. Infants are followed for two (2) weeks post-partum if they are also determined to be low risk. Longer term, services will be directed to women needing pre-conception and menopausal care / information.

Competitive advantage

Many women want personalized birthing service. Personalized birthing service is a service which recognizes a woman as a partner in her care, provides her with knowledge to make choices that will affect her and her pregnancy, and respects her dignity and individuality. Research indicates that ten percent (10%) of all births in the state are done by midwives – this includes both hospital-based midwives as well as home-based midwives. This indicates an overall acceptance of midwife care.

Advantages of a birthing center over what is currently available in a hospital are:

- Focus on the female and her wants / needs (midwife philosophy of care)
- Development of a trusting relationship that recognizes and encourages the need for partnership in care
- Holistic approach to care
- Natural birth
- Home-like environment
- Low cost structure

Advantages of a birthing center over what is currently available in a home birth are:

- Home-like environment without the constraints of a home
- Security of a birthing center which meets accreditation standards and State licensure for safe and quality of care
- Formalized procedure for transfer to a hospital should an emergency arise



Marketing Strategy

Promotion

Promotion of the Birth Center is mainly being done through the Internet: the birth center's website and Facebook pages and website and Facebook pages of other childbirth and mom groups. Networking through chamber of commerce groups, and childbirth education classes are also be used. Other birth center owners have not found print advertising to be productive in attracting clients. Radio and television and billboard advertising are too expensive for the birth center's budget and is probably not very effective in attracting the clientele it is looking for. Local health related events will be attended if it is thought clients who we want to attract will be in attendance.

VI. The Financial Plan

Financial Statements

See projections attached

Appendix W #20-003

Birth Center Marketing Plan

Goals

Primary marketing goals include:

- 1. Awareness among general public and targeted audiences of the center.
- 2. Achieve at least 12 births per month during first year of operation.
- Create desire for the birthing center alternative among 20 to 40-year-old women.

Philosophies

The Birth Center will offer an alternative birth experience to all women. This experience will be led by midwives, offer a high touch, low tech personal and customizable experience, and is more affordable than a traditional hospital birth.

The Birth Center is not offering a facility or practitioners, it is offering an experience for families.

Target Audiences and Key Communication Messages:

Audience 1: Low income women

Age 18 to 40

Key Messages:

- · A comfortable birth experience at an affordable cost
- Welcoming for all
- We can help with health resources for you

Audience 2: High income women

Ages 25 – 45

Key Messages:

- Providing the kind of birthing experience you want
- We have comfortable facilities and birthing tubs in-room
- We welcome families and doulas whatever you need to enhance your natural experience.

Audience 3: Stakeholders

- Primary care physicians
- Midwives
- Chiropractors
- Hospitals
- Community Health Centers

Marketing Communications Budget:

Proposed \$30,000

One third to social media, one third to traditional media, one third to events.

Marketing Communications Strategies



- 1. Branding and Awareness of the Birth Center
- 2. Media exposure
- 3. Birthing education

Tactics

1. Branding of the Birth Center; messaging, graphic identity, PR

Task	Details	Resources/Budget needed
Define messages and standard verbiage for all PR and marketing, always keeping in mind "What's in it for me"	Messages outlined later in this document. Verbiage to be developed by writer, some useful verbiage exists on website and can be focused for varied audiences.	Cost for writer to organize and provide in an easy to use format.
Regularly published newsletter (monthly) to constituents to involve and engage (supports the brand; spreads awareness of the birthing center as an information source, updates on events and initiatives) • Obtain email addresses whenever possible	Strategic messages need to be incorporated; may need to adjust per the audience. Starting this will be dependent upon acquiring email addresses.	Cost dependent upon length (creation of copy, by staff or paid writer), method of distribution. Email recommended.
Billboards	First year in Purchase digital boards grand opening months only.	\$6000
Facebook Twitter Pinterest Instagram Blog Additional advertising on social media sites will be required, focused on each audience with appropriate messages. Advertising on blogs is available, and should be considered. http://www.chambanamoms.com/about/contact-us/ www.heartsathome.org thebump.com	Facebook original content: updates on progress, meet the midwife, birthing education. Twitter should really work to engage those searching for alternative birth experience with liberal use of hashtags and topics of general interest to expectant moms. New background photo more relevant to moms is needed. Pinterest should have boards for baby products, health tips for pregnancy, decorating baby rooms, nutrition, other topics of interest to expectant moms. Instagram is so popular, it should be added, and should include photos of things relevant to pregnancy and birth – not	Strategic management is required, not just a "poster." An internal or external resource will need to be identified and engaged. Cost will be primarily time for posts. Sponsored posts on Facebook, Twitter and Instagram should be incorporated. This will be a prime method of engaging the audiences you require and your budget must reflect that. Facebook: the average click costs advertisers \$0.24 and the average CPM (1000 views) cost \$0.66 Twitter: between \$.50 - \$4.00 per engagement Instagram: pricing on Instagram has been relatively high, averaging a cost-perthousand views, or CPM, of \$6.70, but users are two and a half times more likely to click on ads than on other social media platforms.

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	just photos of the facility and staff. Suggest using partners to contribute topics; clothing from maternity store, toys stores, essential oils, etc. Your midwife should start a blog on your website with weekly posts, especially birth with a midwife and its advantages. Your writer can	
Offer free patterns for baby clothes and crafts, decorating information, clothing coupons (see partnering with maternity shop), pampering coupons from the Ob Gyn Spa, etc.; connected to Pinterest, other social media	help. Engagement based on "what's in it for me" leading to more shares and positive awareness.	Expense will be mostly time to gather and post. Could be assigned to midwife.
Baby Hold a baby expo focused exclusively on alternative birth experiences in February. Midwives, doulas, chiropractors who serve expectant women, massage, Reiki, others. Wedding Expo Women Women's Lifestyle Show Well Women's Expo Healthcare Women's Night Sustainable Living and Wellness Expo Hearts at Home Conference	Info:	Costs will include creating and printing materials, primarily educational with a light touch on sales.
Develop a graphics standards guidance document	Consistency in presentation is necessary; fonts, colors, photos, templates.	Time with a qualified designer is the only cost, should be accomplished in a couple of hours.
Develop a patient-focused brochure to use at face-to-face events.	Booklet-type brochure emphasizing experience.	Copywriting, design, printing – estimate \$2500 from event budget.
Develop relationships with maternity shop, fitness centers, childcare centers, insurance providers, chiropractors, alternative health practitioners	Go where the potential patients are; should at least offer to provide information, or even set up an information session, partner in baby expo, other ways to work together.	Staff time.
Events leading to opening: Sneak peek events for Ob Gyn Care/Ogunleye staffs, Chamber members, current patients, black	Tour and emphasize experience offered.	Staff time, refreshments, invitation design and print (inhouse).

churches, media, anyone who has inquired about services	1120
Grand opening	Staff time, refreshments, invitation design and print (inhouse).
Spanish outreach? Other languages?	

2. Media exposure

Task	Details	Resources/Budget needed
Local media is already aware; maintain relationships and enhance	Send press kit when ready, update with news releases at milestones.	Staff time.
Identify and develop relationships with broadcast media in surrounding areas.	Purchases from these media outlets may lead to more free mentions/interviews, but are not the best use of limited resources, so slow and very selective use is the best approach.	Maximum on radio should be \$4000; less would be better but to cover the area you want, it may not be possible. You will only be able to use it during the opening month, or when you hold the spring expo.
Print media: Recommend very little presence. Limited resources should be focused online and in person.	Magazine and newspaper	
Develop a press kit with facts about the center and provide to each identified news director.	Contain facts and figures, contact information for spokesperson and principals, listing of services. Provide regular updates (press releases, calls) to media on initiatives with defined story pitch.	Printing could be done in-house, approximately 25 should be enough to get started. Minimal mailing cost.
Grand opening press conference held at center, invite all local and area media news directors, provide all media with press kits. Led by director. All partners should be in attendance. Hold in the morning.	Send invitations (hard copy and email) at least two weeks in advance with reminder the day before.	Print invitations in-house, involve designer to set up and design email template. Cost is minimal designer time, purchase invitations, and staff time. Provide coffee.

3. Birthing education

Task	Details	Responsible/Budget needed
Join Chamber of Commerce; set up presence in Chamber website; offer seminars for businesses (savingsfocused); offer education to members' employees as a part of wellness programming.		\$248 to join. Will require attending events and getting to know members who would be interested in lowering the
Compile information resources for new website section • Develop contacts for health insurance updates, legislation,		Your webmaster and writer will need to collaborate to set up.

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Medicare/Medicaid, general pregnancy health promotion information Offer free downloadable ebooks, white papers, patterns for baby clothes, decoration information, clothing coupons (see partnering with maternity shop), pampering coupons from a Spa, etc.		
Provide information and resources to Community Health Care Clinic, both print/web and face-to-face seminars on childbirth topics.	Require brochures on health topics, Spanish and English. The clinic does not provide prenatal care, so this partnership would be mutually beneficial.	Translation services (guru.com or CHCC resource), design template, could be set up as info sheets and printed in-house.
Offer speaker to community groups, women's groups, churches, senior groups, community centers	Topic – value of alternative birthing center; what is a midwife; alternative birth.	Staff time.
Seminar and presence at Women's Health Night	Source appropriate inexpensive giveaway item, hold a drawing for larger item to source names/email addresses.	Cost of brochures, giveaways, staff time.
Regular childbirth education classes at the center as soon as it opens, publicize via all social media and partners. Free for committed patients; minimal charge for others.	Involve retail/alternative health partners in publicity.	Staff time; use social media and partners to provide publicity and minimal cost.
Grand opening education event; offer seminars breakfast, lunch and after work in addition to welcoming visitors for tours throughout the day.	Give people a reason to come. Most open houses are all about the facility; set the tone by making it all about the visitors, offer them something of value.	Possible partnership with a chef/restaurant to provide food at lower cost in exchange for advertising/publicity.

4. Change management for current employees

Task	Details	Resources/Budget needed
Use ADKAR methodology to engage and create acceptance. This can help identify resistance and counteract, preventing unfavorable word of mouth in the office and in public.	Awareness of the center and what it really means to them. Look forward to the good things it means. Knowledge about the center and progress.	Talk to me if you want to put together a plan.
	Accept their role—and realize they have one.	
	Reinforce regularly be involving them in what's going on.	

Ideas for giveaways:

https://www.4imprint.com/search/women/product/129893/SafetyCaps-Outlet-Coverhttps://www.4imprint.com/search/women/product/113203-MD/Fashion-Pouch-Metro-Dotshttps://www.4imprint.com/search/women/product/106888/Relax-Lotion-Pocket-Packhttps://www.4imprint.com/search/women/product/108817/Natural-Lip-Moisturizer





ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD CERTIFICATE OF NEED PERMIT APPLICATION SEPTEMBER 2018 EDITION

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ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD 525 WEST JEFFERSON STREET, 2nd FLOOR SPRINGFIELD, ILLINOIS 62761 (217) 782-3516

INSTRUCTIONS

GENERAL

- The application for permit (Application) must be completed for all proposed projects that are subject to the permit requirements of the Illinois Health Facilities Planning Act (Planning Act), including those involving the establishment, expansion, modernization and certain discontinuations of a service or facility.
- The persons preparing the application for permit are advised to refer to the Planning Act, as well as the rules promulgated there under (77 III. Adm. Codes 1100, 1110, 1120 and 1130) for more information.
- The Application does not supersede any of the above-cited rules and requirements.
- The Application is organized into several sections, involving information requirements that coincide with the Review Criteria in 77 III. Adm. Code 1110 (Processing, Classification Policies and Review Criteria) and 1120 (Financial and Economic Feasibility).
- Questions concerning completion of this form may be directed to Health Facilities and Services Review Board staff at (217) 782-3516.
- Copies of the Application form are available on the Health Facilities and Services Review Board Website <u>www.hfsrb.illinois.gov</u>

SPECIFIC

- Use the Application as written and formatted.
- Complete and submit <u>ONLY</u> those Sections along with the required attachments that are applicable to the type of project proposed.
- ALL APPLICABLE CRITERIA for each applicable section must be addressed. If a criterion is NOT APPLICABLE, label it as such and state the reason why.
- For all applications for which time and distance documentation is required, submit copies of all MapQuest printouts that indicate the distance and time to or from the proposed facility.
- ALL PAGES ARE TO BE NUMBERED CONSECUTIVELY BEGINNING WITH PAGE 1 OF THE APPLICATION. <u>DO NOT INCLUDE INSTRUCTIONS AS PART OF THE APPLICATION OR IN NUMBERING THE PAGES IN THE APPLICATION.</u>
- Unless otherwise stated, attachments for each Section should be appended after the last page of the Application.
- Begin each attachment on a separate 8 1/2" x 11" sheet of paper and print or type the attachment identification in the lower right-hand corner of each attached page.
- Include documents such as MapQuest printouts, physician referral letters, impact letters, and documentation of receipt as appendices after the last attachment. Label as Appendices 1, 2, etc.
- For all applications that require physician referrals, the following must be provided: a summary of the total number of patients by zip code and a summary (number of patients by zip code) for each facility the physician referred patients to in the past 12 or 24 months, whichever is applicable.
- Information to be considered must be included with the applicable Section attachments. References to appended material not included within the appropriate Section will <u>NOT</u> be considered.
- o The Application must be signed by the authorized representative(s) of each applicant entity.
- o Provide an original Application and one copy, both <u>unbound</u>. Label the copy that contains the original signatures original (put the label on the Application).

Failure to follow these requirements <u>WILL</u> result in the Application being declared incomplete. In addition, failure to provide certain required information (e.g., not providing a site for the proposed project or having an invalid entity listed as the applicant) may result in the Application being declared null and void. Applicants

are advised to read Part 1130 with respect to completeness (1130.620(c)).

ADDITIONAL REQUIREMENTS

FLOOD PLAIN REQUIREMENTS

Before an application for permit involving construction will be deemed **COMPLETE**, the applicant must <u>attest</u> that the project is or is not in a flood plain and that the location of the proposed project complies with the Flood Plain Rule under Illinois Executive Order #2006-5.

HISTORIC PRESERVATION REQUIREMENTS

In accordance with the requirements of the Illinois State Agency Historic Resources Preservation Act (Preservation Act), the Health Facilities Services and Review Board is required to advise the Historic Preservation Agency (HPA) of any projects that could affect historic resources. Specifically, the Preservation Act provides for a review by the Historic Preservation Agency to determine if certain projects may impact historic resources. These types of projects include:

- 1. Projects involving demolition of any structures;
- 2. Construction of new buildings; or
- 3. Modernization of existing buildings.

The applicant must submit the following information to the HPA so that known or potential cultural resources within the project area can be identified and the project's effects on significant properties can be evaluated:

- 1. General project description and address:
- 2. Topographic or metropolitan map showing the general location of the project;
- 3. Photographs of any standing buildings/structure within the project area; and
- 4. Addresses for buildings/structures, if present.

The HPA will provide a determination letter concerning the applicability of the Preservation Act. Include the determination letter or comments from HPA with the application for permit.

Information concerning the Preservation Act may be obtained by calling (217) 785-7930 or writing the Illinois Historic Preservation Agency, Preservation Services Division, 1 Old State Capitol Plaza, Springfield, Illinois 67201-1507.

SAFETY NET IMPACT STATEMENT

A SAFETY NET IMPACT STATEMENT must be submitted for <u>ALL SUBSTANTIVE AND</u> <u>DISCONTINUATION PROJECTS</u>. SEE <u>SECTION X</u> OF THE APPLICATION FOR PERMIT.

CHARITY CARE INFORMATION

CHARITY CARE INFORMATION must be provided for <u>ALL</u> projects. SEE <u>SECTION XI</u> OF THE APPLICATION FOR PERMIT.

FEE

An application-processing fee (refer to Part 1130.230 to determine the fee) must be submitted with most applications. If a fee is applicable, an initial fee of \$2,500 MUST be submitted with the application. HFSRB staff will inform applicants of the amount of the fee balance, if any, that must be submitted. The application will not be deemed complete and review will not be initiated until the entire processing fee is submitted. Payment may be made by check or money order and must be made payable to the Illinois Department of Public Health.

APPLICATION SUBMISSION

Submit an original and one copy of all Sections of the application, including all necessary attachments. The original must contain original signatures in the certification portions of this form. Submit all copies to:

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