

**ORIGINAL**

**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: Olympian Surgical Suites			
Street Address: 1002 West Interstate Drive			
City and Zip Code: Champaign, IL 61822			
County: Champaign	Health Service Area: 004	Health Planning Area: 019	

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

Exact Legal Name: Olympian Surgical Suites	
Street Address: 1002 West Interstate Drive	
City and Zip Code: Champaign, IL 61822	
Name of Registered Agent: Danielle McNear	
Registered Agent Street Address: 124 S.W. Adams Street	
Registered Agent City and Zip Code: Peoria 61602	
Name of Chief Executive Officer: John T. Barnhart	
CEO Street Address: 1002 West Interstate Drive	
CEO City and Zip Code: Champaign, IL 61822	
CEO Telephone Number: 217-337-2682	

**Type of Ownership of Applicants**

- |   |   |
|---|---|
| <input type="checkbox"/> Non-profit Corporation               | <input type="checkbox"/> Partnership  |
| <input type="checkbox"/> For-profit Corporation               | <input type="checkbox"/> Governmental                                       |
| <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other |
- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
  - Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

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

**Primary Contact** [Person to receive ALL correspondence or inquiries]

Name: John T. Barnhart
Title: President
Company Name: Olympian Surgical Suites
Address: 1002 West Interstate Drive Champaign, IL 61822
Telephone Number: 217-337-2682
E-mail Address: John.T.Barnhart@osfhealthcare.org
Fax Number: NA

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

Name: Ralph Weber
Title: CON Consultant
Company Name: Weber Alliance
Address: 920 Hoffman Lane Riverwoods, IL 60015
Telephone Number: 847-791-0830
E-mail Address: rmweber90@gmail.com
Fax Number: NA

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

Name:	Julie Root
Title:	Director
Company Name:	Olympian Surgical Suites
Address:	1002 West Interstate Drive Champaign, IL 61822
Telephone Number:	217-693-5700
E-mail Address:	julie@illinoisbariatric.com
Fax Number:	

**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: Olympian Surgical Suites			
Street Address: 1002 West Interstate Drive			
City and Zip Code: Champaign, IL 61822			
County: Champaign	Health Service Area: 004	Health Planning Area: 019	

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

Exact Legal Name: OSF Healthcare System	
Street Address: 124 S.W. Adams Street	
City and Zip Code: Peoria, IL 61602	
Name of Registered Agent: Danielle McNear	
Registered Agent Street Address: 124 S.W. Adams Street	
Registered Agent City and Zip Code: Peoria 61602	
Name of Chief Executive Officer: Robert C. Sehring	
CEO Street Address: 124 S.W. Adams Street	
CEO City and Zip Code: Peoria, IL 61602	
CEO Telephone Number: 309-655-2850	

**Type of Ownership of Applicants**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> Non-profit Corporation | <input type="checkbox"/> Partnership  |
| <input type="checkbox"/> For-profit Corporation            | <input type="checkbox"/> Governmental                                       |
| <input type="checkbox"/> Limited Liability Company         | <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other |
- Corporations and limited liability companies must provide an **Illinois certificate of good standing**.
  - Partnerships must provide the name of the state in which they are organized and the name and address of each partner specifying whether each is a general or limited partner.

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

**Primary Contact** [Person to receive ALL correspondence or inquiries]

Name: John T. Barnhart
Title: President
Company Name: Olympian Surgical Suites
Address: 1002 West Interstate Drive Champaign, IL 61822
Telephone Number: 217-337-2682
E-mail Address: John.T.Barnhart@osfhealthcare.org
Fax Number: NA

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

Name: Ralph Weber
Title: CON Consultant
Company Name: Weber Alliance
Address: 920 Hoffman Lane Riverwoods, IL 60015
Telephone Number: 847-791-0830
E-mail Address: rmweber90@gmail.com
Fax Number: NA

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

Name:	Mark Hohulin
Title:	Senior Vice President, Healthcare Analytics
Company Name:	OSF Healthcare System
Address:	124 S.W. Adams Street Peoria, IL 61602
Telephone Number:	309-308-9656
E-mail Address:	<a href="mailto:mark.e.hohulin@osfhealthcare.org">mark.e.hohulin@osfhealthcare.org</a>
Fax Number:	309-308-0530

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

Name:	Michael Henderson
Title:	Senior Corporate Counsel
Company Name:	OSF Healthcare System
Address:	124 S.W. Adams Street Peoria, IL 61602
Telephone Number:	309-655-2402
E-mail Address:	<a href="mailto:michael.b.henderson@osfhealthcare.org">michael.b.henderson@osfhealthcare.org</a>
Fax Number:	309-308-5098

**Post Permit Contact**

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

Name:	John T. Barnhart
Title:	President
Company Name:	Olympian Surgical Suites
Address:	1002 West Interstate Drive Champaign, IL 61822
Telephone Number:	217-337-2682
E-mail Address:	John.T.Barnhart@OSFhealthcare.org
Fax Number:	NA

**Site Ownership**

[Provide this information for each applicable site]

Exact Legal Name of Site Owner:	Champaign Healthcare Investors, LLC c/o MedCraft Investment Partners, LLC
Address of Site Owner:	12800 Whitewater Drive Suite 20 Minneapolis, MN 55343
Street Address or Legal Description of the Site:	1002 West Interstate Drive Champaign, IL 61822
<b>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.</b>	
<b>APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>	

**Operating Identity/Licensee**

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

Exact Legal Name: Olympian Surgical Suites, LLC	
Address: 1002 West Interstate Drive Champaign, IL 61822	
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> For-profit Corporation <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other	<input type="checkbox"/> Partnership <input type="checkbox"/> Governmental <input type="checkbox"/> Sole Proprietorship
<ul style="list-style-type: none"> <li>Corporations and limited liability companies must provide an Illinois Certificate of Good Standing.</li> <li>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.</li> <li><b>Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.</b></li> </ul>	
<b>APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.</b>	

**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.

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

**Flood Plain Requirements**

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements, please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at [www.FEMA.gov](http://www.FEMA.gov) or [www.illinoisfloodmaps.org](http://www.illinoisfloodmaps.org). **This map must be in a readable format.** In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 (<http://www.hfsrb.illinois.gov>). **NOTE: A SPECIAL FLOOD HAZARD AREA AND 500-YEAR FLOODPLAIN DETERMINATION FORM** has been added at the conclusion of this Application for Permit that must be completed to deem a project complete.

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

**Historic Resources Preservation Act Requirements**

[Refer to application instructions.]

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

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

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

[Check those applicable - refer to Part 1110.20 and Part 1120.20(b)]

Part 1110 Classification :

- ☐ Substantive
- ☒ Non-substantive

**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.

The project is the addition of pain management services at Olympian Surgical Suites at 1002 Interstate Drive, Champaign. Olympian Surgical Suites has two operating rooms, and provides general surgery, gastroenterology and ophthalmology. In addition to initiating pain management, the project includes the planned relocation of surgical cases by five surgeons from OSF Heart of Mary Medical Center in Urbana. These surgeons will conduct outpatient general surgery and gastroenterology surgical procedures at Olympian Surgical Suites, utilizing available capacity at the facility.

There is no increase in the number of ORs or size of the existing ASTC. There are no modifications of the current facility or capital costs associated with the project.

Co-applicants for the project are Olympian Surgical Suites and OSF Healthcare System. OSF acquired a 75% interest in the facility in June, 2023. The Chairperson of the Illinois Health Facilities and Services Review Board approved the Certificate of Exemption for Change of Ownership on June 12, 2023 (Exemption #E-020-023).

The completion date for the project is June 1, 2024.

The project is considered non-substantive because it is the addition of a service to an existing ASTC.

**Project Costs and Sources of Funds****There are no capital costs for this project.**

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

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts			
Contingencies			
Architectural/Engineering Fees			
Consulting and Other Fees			
Movable or Other Equipment (not in construction contracts)			
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space or Equipment			
Other Costs to Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
<b>TOTAL USES OF FUNDS</b>			
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities			
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)			
Governmental Appropriations			
Grants			
Other Funds and Sources			
<b>TOTAL SOURCES OF FUNDS</b>			

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



**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 <span style="float: right;"><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</span> Purchase Price: \$ _____ Fair Market Value: \$ _____
The project involves the establishment of a new facility or a new category of service <span style="float: right;"><input type="checkbox"/> Yes <input type="checkbox"/> No</span>
If yes, provide the dollar amount of all <b>non-capitalized</b> operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.  Estimated start-up costs and operating deficit cost is \$ <u>110,000</u>

**Project Status and Completion Schedules**

<b>For facilities in which prior permits have been issued please provide the permit numbers.</b>
Indicate the stage of the project's architectural drawings:  <div style="display: flex; justify-content: space-around;"> <span><input checked="" type="checkbox"/> None or not applicable</span> <span><input type="checkbox"/> Preliminary</span> </div> <div style="display: flex; justify-content: space-around;"> <span><input type="checkbox"/> Schematics</span> <span><input type="checkbox"/> Final Working</span> </div>
Anticipated project completion date (refer to Part 1130.140): <u>June 1, 2024</u>
Indicate the following with respect to project expenditures or to financial commitments (refer to Part 1130.140):  <div style="list-style-type: none; padding-left: 0;"> <input type="checkbox"/> Purchase orders, leases or contracts pertaining to the project have been executed.  <input type="checkbox"/> Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies  <input type="checkbox"/> Financial Commitment will occur after permit issuance.         </div>
APPEND DOCUMENTATION AS <u>ATTACHMENT 8</u> , IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**State Agency Submittals** [Section 1130.620(c)]

Are the following submittals up to date as applicable? **(Responses below are OSF)**

- ☒ 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.**

## 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 departments or area's portion of the surrounding circulation space. **Explain the use of any vacated space.**

**Not Reviewable Space [i.e., non-clinical]:** means an area for the benefit of the patients, visitors, staff, or employees of a health care facility and not directly related to the diagnosis, treatment, or rehabilitation of persons receiving services from the health care facility. "Non-clinical service areas" include, but are not limited to, chapels; gift shops; newsstands; computer systems; tunnels, walkways, and elevators; telephone systems; projects to comply with life safety codes; educational facilities; student housing; patient, employee, staff, and visitor dining areas; administration and volunteer offices; modernization of structural components (such as roof replacement and masonry work); boiler repair or replacement, vehicle maintenance and storage facilities; parking facilities; mechanical systems for heating, ventilation, and air conditioning; loading docks; and repair or replacement of carpeting, tile, wall coverings, window coverings or treatments, or furniture. Solely for the purpose of this definition, "non-clinical service area" does not include health and fitness centers. [20 ILCS 3960/3]

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That Is:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
<b>REVIEWABLE</b>							
Medical Surgical							
Intensive Care							
Diagnostic Radiology							
MRI							
Total Clinical							
<b>NON-REVIEWABLE</b>							
Administrative							
Parking							
Gift Shop							
Total Non-clinical							
<b>TOTAL</b>							

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

**Facility Bed Capacity and Utilization**

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

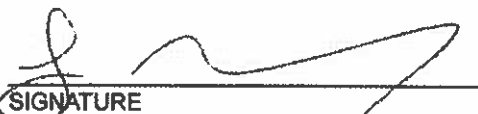
<b>FACILITY NAME: Olympian Surgical Suites</b>			<b>CITY: Champaign, IL</b>		
<b>REPORTING PERIOD DATES: From: January 1, 2022 to: December 31, 2022</b>					
<b>Category of Service</b>	<b>Authorized Beds</b>	<b>Admissions</b>	<b>Patient Days</b>	<b>Bed Changes</b>	<b>Proposed Beds</b>
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long-Term Care					
Specialized Long-Term Care					
Long Term Acute Care					
Other (ASTC)	2 ORs	246 procedures	311 hours	0	2 ORs
<b>TOTALS:</b>	2 ORs	246 procedures	311 hours	0	2 ORs

**CERTIFICATION**

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

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

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

  
SIGNATURE

John T. Barnhart  
PRINTED NAME

President  
PRINTED TITLE

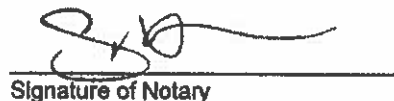
\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME


\_\_\_\_\_  
PRINTED TITLE

Notarization:  
Subscribed and sworn to before me  
this 14<sup>th</sup> day of December

Notarization:  
Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_

  
Signature of Notary

\_\_\_\_\_  
Signature of Notary

Seal 

Seal

\*Insert the EXACT legal name of the applicant

**CERTIFICATION**

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

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

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

*Carol A. Friesen*

SIGNATURE

Carol A. Friesen

PRINTED NAME

*Chief Executive Officer, Eastern Region*

PRINTED TITLE

SIGNATURE

PRINTED NAME

PRINTED TITLE

Notarization:

Subscribed and sworn to before me

this 12<sup>th</sup> day of December, 2023

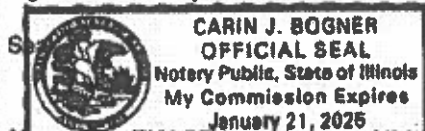
Notarization:

Subscribed and sworn to before me

this \_\_\_\_ day of \_\_\_\_\_

*Carin J. Bogner*

Signature of Notary



\*Insert the EXACT legal name of the applicant

Signature of Notary

Seal

**CERTIFICATION**

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

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

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

Robert C. Sehring  
SIGNATURE

Robert C. Sehring  
PRINTED NAME

Chief Executive Officer  
PRINTED TITLE

Notarization:

Subscribed and sworn to before me

this 20<sup>th</sup> day of December 2023

Tonda L. Stewart  
Signature of Notary

Seal

\*Insert the EXACT legal name of the applicant  
**TONDA L. STEWART**  
OFFICIAL SEAL  
Notary Public - State of Illinois  
My Commission Expires Sep 18, 2024

Michael A. Cruz  
SIGNATURE

Michael A. Cruz, MD  
PRINTED NAME

Chief Operating Officer  
PRINTED TITLE

Notarization:

Subscribed and sworn to before me

this 20<sup>th</sup> day of December 2023

Tonda L. Stewart  
Signature of Notary

Seal

**TONDA L. STEWART**  
OFFICIAL SEAL  
Notary Public - State of Illinois  
My Commission Expires Sep 18, 2024

**SECTION II. DISCONTINUATION** **Not applicable; there is no discontinuation of service.**

This Section is applicable to the discontinuation of a health care facility or the discontinuation of more than one category of service in a 6-month period. If the project is solely for a discontinuation of a health care facility the **Background of the Applicant(s) and Purpose of Project** **MUST** be addressed. **A copy of the Notices listed in Item 7 below** **MUST** be submitted with this Application for Discontinuation <https://www.ilga.gov/legislation/ilcs/documents/002039600K8.7.htm>

**Criterion 1110.290 – Discontinuation**

READ THE REVIEW CRITERION and provide the following information:

**GENERAL INFORMATION REQUIREMENTS**

1. Identify the categories of service and the number of beds, if any that are to be discontinued.
2. Identify all 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. Provide copies of the notices that were provided to the local media that would routinely be notified about facility events.
7. **For applications involving the discontinuation of an entire facility, provide copies of the notices that were sent to the municipality in which the facility is located, the State Representative and State Senator of the district in which the health care facility is located, the Director of Public Health, and the Director of Healthcare and Family Services. These notices shall have been made at least 30 days prior to filing of the application.**
8. 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 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 the **geographic service area**.

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

**SECTION III. BACKGROUND, PURPOSE OF THE PROJECT, AND ALTERNATIVES - INFORMATION REQUIREMENTS**

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

**1110.110(a) – Background of the Applicant**

READ THE REVIEW CRITERION and provide the following required information:

**BACKGROUND OF APPLICANT**

1. A listing of all health care facilities owned or operated by the applicant, including licensing, and certification if applicable.
2. A listing of all health care facilities currently owned and/or operated in Illinois, by any corporate officers or directors, LLC members, partners, or owners of at least 5% of the proposed health care facility.
3. For the following questions, please provide information for each applicant, including corporate officers or directors, LLC members, partners, and owners of at least 5% of the proposed facility. A health care facility is considered owned or operated by every person or entity that owns, directly or indirectly, an ownership interest.
  - a. A certified listing of any adverse action taken against any facility owned and/or operated by the applicant, directly or indirectly, during the three years prior to the filing of the application.
  - b. A certified listing of each applicant, identifying those individuals that have been cited, arrested, taken into custody, charged with, indicted, convicted, or tried for, or pled guilty to the commission of any felony or misdemeanor or violation of the law, except for minor parking violations; or the subject of any juvenile delinquency or youthful offender proceeding. Unless expunged, provide details about the conviction, and submit any police or court records regarding any matters disclosed.
  - c. A certified and detailed listing of each applicant or person charged with fraudulent conduct or any act involving moral turpitude.
  - d. A certified listing of each applicant with one or more unsatisfied judgements against him or her.
  - e. A certified and detailed listing of each applicant who is in default in the performance or discharge of any duty or obligation imposed by a judgment, decree, order or directive of any court or governmental agency.
4. Authorization permitting HFSRB and DPH access to any documents necessary to verify the information submitted, including, but not limited to official records of DPH or other State agencies; the licensing or certification records of other states, when applicable; and the records of nationally recognized accreditation organizations. **Failure to provide such authorization shall constitute an abandonment or withdrawal of the application without any further action by HFSRB.**
5. If, during a given calendar year, an applicant submits more than one application for permit, the documentation provided with the prior applications may be utilized to fulfill the information requirements of this criterion. In such instances, the applicant shall attest that the information was previously provided, cite the project number of the prior application, and certify that no changes have occurred regarding the information that has been previously provided. The applicant can submit amendments to previously submitted information, as needed, to update and/or clarify data.

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



**Criterion 1110.110(b) & (d)****PURPOSE OF PROJECT**

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

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

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

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

**ALTERNATIVES**

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

Alternative options **must** include:

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

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

**SECTION IV. PROJECT SCOPE, UTILIZATION, AND UNFINISHED/SHELL SPACE****Criterion 1110.120 - Project Scope, Utilization, and Unfinished/Shell Space**

READ THE REVIEW CRITERION and provide the following information:

**SIZE OF PROJECT:**

1. Document that the amount of physical space proposed for the proposed project is necessary and not excessive. **This must be a narrative and it shall include the basis used for determining the space and the methodology applied.**
2. If the gross square footage exceeds the BGSF/DGSF standards in Appendix B, justify the discrepancy by documenting one of the following:
  - a. Additional space is needed due to the scope of services provided, justified by clinical or operational needs, as supported by published data or studies and certified by the facility's Medical Director.
  - b. The existing facility's physical configuration has constraints or impediments and requires an architectural design that delineates the constraints or impediments.
  - c. The project involves the conversion of existing space that results in excess square footage.
  - d. Additional space is mandated by governmental or certification agency requirements that were not in existence when Appendix B standards were adopted.

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

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

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

**PROJECT SERVICES UTILIZATION:**

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

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

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

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

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

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

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

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

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

APPLICABLE REVIEW CRITERIA	Establish New ASTC or Service	Expand Existing Service
1110.235(c)(2)(B) – Service to GSA Residents	X	X
1110.235(c)(3) – Service Demand – Establishment of an ASTC or Additional ASTC Service	X	
1110.235(c)(4) – Service Demand – Expansion of Existing ASTC Service		X
1110.235(c)(5) – Treatment Room Need Assessment	X	X
1110.235(c)(6) – Service Accessibility	X	
1110.235(c)(7)(A) – Unnecessary Duplication/Maldistribution	X	
1110.235(c)(7)(B) – Maldistribution	X	
1110.235(c)(7)(C) – Impact to Area Providers	X	

1110.235(c)(8) – Staffing	X	X
1110.235(c)(9) – Charge Commitment	X	X
1110.235(c)(10) – Assurances	X	X

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

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

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

## VII. 1120.120 - AVAILABILITY OF FUNDS

### There are no costs associated with this project.

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

<p>_____</p>	<p>a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:</p> <ol style="list-style-type: none"> <li>1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and</li> <li>2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion.</li> </ol>
<p>_____</p>	<p>b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated timetable of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.</p>
<p>_____</p>	<p>c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated timetable of receipts.</p>
<p>_____</p>	<p>d) Debt – a statement of the estimated terms and conditions (including the debt time, variable or permanent interest rates over the debt time, and the anticipated repayment schedule) for any interim and for the permanent financing proposed to fund the project, including:</p> <ol style="list-style-type: none"> <li>1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated.</li> <li>2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate.</li> <li>3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc.</li> <li>4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment.</li> </ol>

	terms and conditions.
	e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent.
	f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt.
	g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.
	<b>TOTAL FUNDS AVAILABLE</b>

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

**SECTION VIII. 1120.130 - FINANCIAL VIABILITY****THERE ARE NO COSTS ASSOCIATED WITH THIS PROJECT.**

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

**Financial Viability Waiver**

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

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

See Section 1120.130 Financial Waiver for information to be provided

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

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

	Historical 3 Years			Projected
Enter Historical and/or Projected Years:				
Current Ratio				
Net Margin Percentage				
Percent Debt to Total Capitalization				
Projected Debt Service Coverage				
Days Cash on Hand				
Cushion Ratio				

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

**Variance**

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

**APPEND DOCUMENTATION AS ATTACHMENT 36, IN NUMERICAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.**

**SECTION IX. 1120.140 - ECONOMIC FEASIBILITY**

**THERE ARE NO CAPITAL COSTS ASSOCIATED WITH THIS PROJECT.  
SECTIONS D. AND E. ARE INCLUDED IN ATTACHMENT 37.**

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

**A. Reasonableness of Financing Arrangements**

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

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

**B. Conditions of Debt Financing**

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

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

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

Read the criterion and provide the following:

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



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

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

**D. Projected Operating Costs**

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

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

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

APPEND DOCUMENTATION AS ATTACHMENT 37, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

**SECTION X. SAFETY NET IMPACT STATEMENT**

**THIS SECTION IS NOT APPLICABLE. THE PROJECT IS NOT SUBSTANTIVE AND THERE IS NO DISCONTINUATION ASSOCIATED WITH THE PROJECT.**

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

1. The project's material impact, if any, on essential safety net services in the community, *including the impact on racial and health care disparities 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 each community, if reasonably known by the applicant.

**Safety Net Impact Statements shall also include all 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			
<b>Total</b>			
Charity (cost in dollars)			
Inpatient			
Outpatient			
<b>Total</b>			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year

	Outpatient				
	Total				

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

**SECTION X. CHARITY CARE INFORMATION**

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

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

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

A table in the following format must be provided for all facilities as part of Attachment 39.

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

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

## SECTION XI -SPECIAL FLOOD HAZARD AREA AND 500-YEAR FLOODPLAIN DETERMINATION FORM

**There is no construction or modification associated with this project, therefore this section is not relevant.**

In accordance with Executive Order 2006-5 (EO 5), the Health Facilities & Services Review Board (HFSRB) must determine if the site of the CRITICAL FACILITY, as defined in EO 5, is in a mapped floodplain (Special Flood Hazard Area) or a 500-year floodplain. All state agencies are required to ensure that before a permit, grant or a development is planned or promoted, the proposed project meets the requirements of the Executive Order, including compliance with the National Flood Insurance Program (NFIP) and state floodplain regulation.

1. Applicant: \_\_\_\_\_  
 (Name) (Address)  
 \_\_\_\_\_  
 (City) (State) (ZIP Code) (Telephone Number)
2. Project Location: \_\_\_\_\_  
 (Address) (City) (State)  
 \_\_\_\_\_  
 (County) (Township) (Section)

3. You can create a small map of your site showing the FEMA floodplain mapping using the FEMA Map Service Center website (<https://msc.fema.gov/portal/home>) by entering the address for the property in the Search bar. If a map, like that shown on page 2 is shown, select the **Go to NFHL Viewer** tab above the map. You can print a

copy of the floodplain map by selecting the  icon in the top corner of the page. Select the pin tool icon  and place a pin on your site. Print a FIRMETTE size image.

If there is no digital floodplain map available select the **View/Print FIRM** icon above the aerial photo. You will then need to use the Zoom tools provided to locate the property on the map and use the **Make a FIRMette** tool to create a pdf of the floodplain map.

**IS THE PROJECT SITE LOCATED IN A SPECIAL FLOOD HAZARD AREA: Yes\_\_\_ No \_\_\_?**

### IS THE PROJECT SITE LOCATED IN THE 500-YEAR FLOOD PLAIN?

If you are unable to determine if the site is in the mapped floodplain or 500-year floodplain, contact the county or the local community building or planning department for assistance.

If the determination is being made by a local official, please complete the following:

FIRM Panel Number: \_\_\_\_\_ Effective Date: \_\_\_\_\_

Name of Official: \_\_\_\_\_ Title: \_\_\_\_\_

Business/Agency: \_\_\_\_\_ Address: \_\_\_\_\_

(City)	(State)	(ZIP Code)	(Telephone Number)

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

**NOTE:** This finding only means that the property in question is or is not in a Special Flood Hazard Area or a 500-year floodplain as designated on the map noted above. It does not constitute a guarantee that the property will or will not be flooded or be subject to local drainage problems.

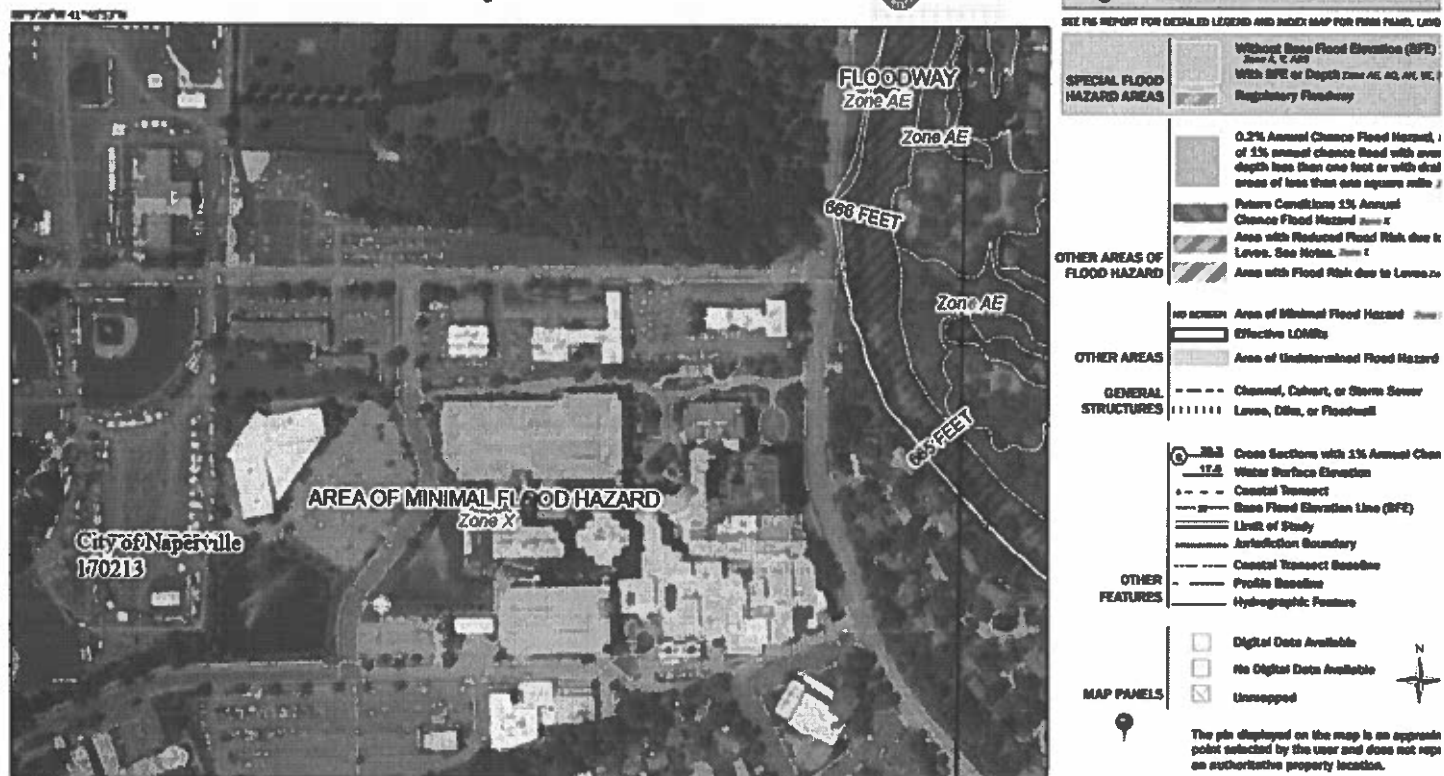
**If you need additional help, contact the Illinois Statewide Floodplain Program at 217/782-4428**

### Floodplain Map Example

The image below is an example of the floodplain mapping required as part of the IDPH swimming facility construction permit showing that the swimming pool, to undergo a major alteration, is outside the mapped floodplain.



### National Flood Hazard Layer FIRMette



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

INDEX OF ATTACHMENTS		
ATTACHMENT NO.		PAGES
1	Applicant Identification including Certificate of Good Standing	32, 33
2	Site Ownership	34 - 65
3	Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.	66, 67
4	Organizational Relationships (Organizational Chart) Certificate of Good Standing Etc.	68
5	Flood Plain Requirements	69
6	Historic Preservation Act Requirements	70
7	Project and Sources of Funds Itemization	71
8	Financial Commitment Document if required	NA
9	Cost Space Requirements	72
10	Discontinuation	NA
11	Background of the Applicant	73 - 82
12	Purpose of the Project	83 - 87
13	Alternatives to the Project	88, 89
14	Size of the Project	90 - 97
15	Project Service Utilization	98
16	Unfinished or Shell Space	NA
17	Assurances for Unfinished/Shell Space	NA
	<b>Service Specific:</b>	
18	Medical Surgical Pediatrics, Obstetrics, ICU	
19	Comprehensive Physical Rehabilitation	
20	Acute Mental Illness	
21	Open Heart Surgery	
22	Cardiac Catheterization	
23	In-Center Hemodialysis	
24	Non-Hospital Based Ambulatory Surgery	99 - 132
25	Selected Organ Transplantation	
26	Kidney Transplantation	
27	Subacute Care Hospital Model	
28	Community-Based Residential Rehabilitation Center	
29	Long Term Acute Care Hospital	
30	Clinical Service Areas Other than Categories of Service	
31	Freestanding Emergency Center Medical Services	
32	Birth Center	
	<b>Financial and Economic Feasibility:</b>	
33	Availability of Funds	133
34	Financial Waiver	NA
35	Financial Viability	134
36	Economic Feasibility	135
37	Safety Net Impact Statement	NA
38	Charity Care Information	136
39	Flood Plain Information	NA

File Number

0195070-3



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

***I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that***

OLYMPIAN SURGICAL SUITES, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON AUGUST 24, 2006, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of DECEMBER A.D. 2023 .***

Authentication #: 2334502292 verifiable until 12/11/2024  
Authenticate at: <https://www.ilsos.gov>

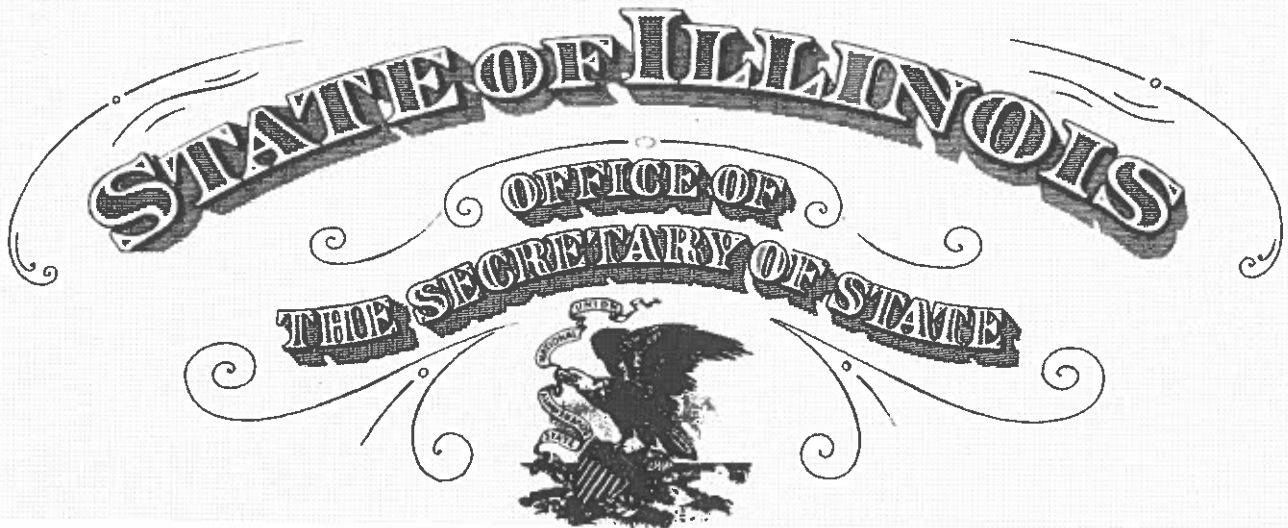
*Alexi Giannoulas*  
SECRETARY OF STATE

Attachment 1



File Number

0107-414-8



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

***I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that***

OSF HEALTHCARE SYSTEM, A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON JANUARY 02, 1880, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE GENERAL NOT FOR PROFIT CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 5TH day of OCTOBER A.D. 2023 .***

Authentication #: 2327802544 verifiable until 10/05/2024

Authenticate at: <https://www.ilsos.gov>

*Alexi Giannoulas*

SECRETARY OF STATE

Attachment 1

Site Ownership

Attached is a letter certifying that OSF Healthcare System has assumed the lease for the property and building housing Olympian Surgical Suites. The lease dated June 7, 2022 is attached.

Attachment 2



# OSF HEALTHCARE

December 20, 2023

Ms. Debra Savage, Chairwoman  
Illinois Health Facilities and Services Review Board  
525 West Jefferson Street - 2<sup>nd</sup> Floor  
Springfield, IL 62761

Re: Addition of Pain Management  
Olympian Surgical Suites  
Site Control

Dear Chairwoman Savage:

I certify that as part of the transaction wherein OSF Healthcare System acquired Olympian Surgical Suites in June, 2023, that OSF has assumed the lease formerly held by Olympian Surgical Suites.

Attached is a copy of the lease dated June 7, 2022 between Olympian Surgical Suites, LLC and Sidney P. Rohrscheib, (Tenants) and Champaign Healthcare Investors, LLC (Landlord), owner of the property.

If you have any questions, please contact me at 309-655-2402.

Sincerely,

Robert C. Sehring, Chief Executive Officer  
OSF Healthcare System  
124 S.W. Adams Street  
Peoria, IL 61602

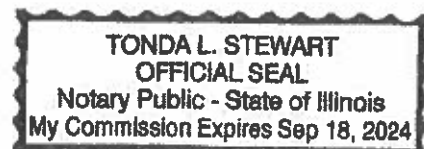
Notarization:

Subscribed and sworn to before me

this 20<sup>th</sup> day of December, 2023

Tonda L. Stewart  
Signature of Notary

Seal



**BUILDING LEASE AGREEMENT**  
(Absolute Net)

**DATE:** June 7, 2022 ("Effective Date")

**BETWEEN:** **CHAMPAIGN HEALTHCARE INVESTORS, LLC** ("Landlord")  
(address) c/o MedCraft Investment Partners, LLC  
12800 Whitewater Drive, Suite 20  
Minneapolis, Minnesota 55343

**AND:** **OLYMPIAN SURGICAL SUITES, LLC and**  
(address) **SIDNEY P. ROHRSCHEIB, M.D., P.C.,**  
d/b/a Illinois Bariatric Center (collectively, the "Tenant")  
1002 Interstate Drive  
Champaign, Illinois 61822

**LOCATION:** Olympian Surgical Suites/Illinois Bariatric Center  
1002 Interstate Drive  
Champaign, Illinois

**LANDLORD AND TENANT** hereby covenant and agree as follows:

**1. BASIC PROVISIONS.**

- (a) **PREMISES:** The Building located at 1002 Interstate Drive, Champaign IL 61822, containing approximately 15,800 square feet of Gross Building Area, together with the Land and all other improvements from time to time located on the Land. The Building is comprised of 11,300 square feet of Gross Building Area of surgical center space (the "Surgical Center Space") and 4,500 square feet of Gross Building Area of medical office space (the "Medical Office Space"). The general layout of the Premises is shown in Exhibit C.
- (b) **COMMENCEMENT DATE:** The Term of the Lease shall commence upon the Effective Date.
- (c) **TERM:** The period of Ten (10) years beginning on the Commencement Date. If the last day of such period is not the last day of the calendar month, the Term will extend to the last day of such calendar month. In addition, the Tenant has two (2) options to renew the Term of this Lease subject to the terms and conditions set forth in Exhibit D attached hereto.
- (d) **PERMITTED USE:** A medical facility and related uses including, but not limited to, use as an ambulatory surgical center and medical office building.
- (e) **BASE RENT:** Base Rent shall be comprised of (i) \$30.00 per year for each square foot of Gross Building Area of Surgical Center Space, plus (ii) \$25.00 per year for

each square foot of Gross Building Area of Medical Office Space, each increased on a cumulative basis by 2% per year on each anniversary of the Commencement Date. Notwithstanding the foregoing, if the Commencement Date is not the first day of a month, the first Base Rent adjustment date will be the first day of the month next following the first anniversary of the Commencement Date and subsequent Base Rent adjustments will be made on each annual anniversary of such Base Rent adjustment date. As such, the Base Rent payable under this Lease is shown in the following tables:

<b>Surgical Center Space</b>			
<b>Period</b>	<b>Base Rent per square foot of Gross Building Area</b>	<b>Annual Base Rent</b>	<b>Monthly Installment of Base Rent</b>
Year 1	\$30.00	\$339,000.00	\$28,250.00
Year 2	\$30.60	\$345,780.00	\$28,815.00
Year 3	\$31.21	\$352,673.00	\$29,389.42
Year 4	\$31.83	\$359,679.00	\$29,973.25
Year 5	\$32.47	\$366,911.00	\$30,575.92
Year 6	\$33.12	\$374,256.00	\$31,188.00
Year 7	\$33.78	\$381,714.00	\$31,809.50
Year 8	\$34.46	\$389,398.00	\$32,449.83
Year 9	\$35.15	\$397,195.00	\$33,099.58
Year 10	\$35.85	\$405,105.00	\$33,758.75

<b>Medical Office Space</b>			
<b>Period</b>	<b>Base Rent per square foot of Gross Building Area</b>	<b>Annual Base Rent</b>	<b>Monthly Installment of Base Rent</b>
Year 1	\$25.00	\$112,500.00	\$9,375.00
Year 2	\$25.50	\$114,750.00	\$9,562.50
Year 3	\$26.01	\$117,045.00	\$9,753.75
Year 4	\$26.53	\$119,385.00	\$9,948.75
Year 5	\$27.06	\$121,770.00	\$10,147.50
Year 6	\$27.60	\$124,200.00	\$10,350.00
Year 7	\$28.15	\$126,675.00	\$10,556.25
Year 8	\$28.66	\$128,970.00	\$10,747.50
Year 9	\$29.23	\$131,535.00	\$10,961.25
Year 10	\$29.81	\$34,145.00	\$11,178.75

- (f) **ADDITIONAL RENT:** As Additional Rent due hereunder, Tenant shall reimburse Landlord on an annual basis for Landlord's Insurance Costs (as such term is defined hereafter).

**2. EXHIBITS.** The exhibits to this document are a part of this Lease and consist of:

Exhibit A	Description of Land
Exhibit B	Building Regulations
Exhibit C	Plan of Premises

## Exhibit D

## Additional Terms

**3. DEFINITIONS.** In this Lease:

- (a) "Affiliate" means a person or entity which controls, is controlled by, or is under common control with a party (where "control" means direct or indirect ownership of at least 50% of the voting interests in an entity; or where control of the decision making of such entity's governing board is exercised through the provisions of organizational or contractual documents; or where a majority of the board of directors of an entity consists of persons who are simultaneously a majority of the board of directors of the affiliated entity).
- (b) "Building" means the building now or hereafter located on the Land (including any expansions thereof).
- (c) "Gross Building Area" means the gross building area of the Building determined as set out in the BOMA Standard Method for Measuring Floor Area in Office Buildings, ANSI/BOMA Z65.1-2010.
- (d) "Hazardous Materials" means any substance, including asbestos or any substance containing asbestos, the group of organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, medical waste, chemicals, pollutants, effluents, contaminants, emissions or any other or related materials and items included in the definition of hazardous or toxic wastes, materials or substances under any applicable laws.
- (e) "Land" means the property described in Exhibit A and any additional property that may be acquired or leased by Landlord for the Project.
- (f) "Landlord's Insurance Costs" means the insurance premiums paid by Landlord for the insurance Landlord is required to maintain under Section 22(a) of this Lease.
- (g) "Landlord Parties" means Landlord, its property and asset manager, their affiliates, and their respective officers, directors, partners, shareholders, members and employees.
- (h) "Mortgage" means any mortgage, deed of trust, security deed, or other security agreement from time to time on all or any part of or interest in the Project and any underlying lease under which Landlord from time to time holds its interest in the Land or other portions of the Project, and the "holder" of any Mortgage will include the trustee and beneficiary under any such deed of trust or security deed and the lessor under any such underlying lease and the "foreclosure" of any Mortgage will include conveyance in lieu of foreclosure of any such mortgage, deed of trust or security deed, termination of any such underlying lease for default, or repossession in lieu of any such termination.

- (i) "Project" means the Land and Building and other areas and improvements for which Landlord may from time to time have obligations, and any equipment and personal property of Landlord exclusively used on-site in connection therewith.
  - (j) "Prohibited Use" means the performance of abortions or euthanasia.
  - (k) "Rent" means the aggregate of the Base Rent, Additional Rent, and all other amounts payable by Tenant to Landlord under this Lease.
  - (l) "Taxes" means all federal, state, county, or local governmental, special district, improvement district, municipal or other political subdivision taxes, fees, levies, assessments, charges or other impositions of every kind and nature, whether foreseen or unforeseen, general, special, ordinary or extraordinary, payable by Landlord and assessed against the Building or the Land during the Term, including without limitation, real estate and other ad valorem taxes, general and special assessments, interest on any special assessments paid in installments, transit taxes, and water and sewer rents.
4. **GRANT OF LEASE.** Landlord hereby leases the Premises to Tenant and Tenant hereby accepts the Premises from Landlord to have and to hold during the Term, subject to the terms and conditions of this Lease.
5. **RENT PAYMENT.**
- (a) Tenant will pay the Rent in lawful money of the United States to Landlord at the address set out at the head of this Lease or at such other place as Landlord from time to time designates, without demand and without any reduction, abatement, counterclaim or setoff, as follows:
    - (i) Base Rent will be paid in advance and without notice on or before the first day of each month during the Term in monthly installments, each equal to one-twelfth of the annual Base Rent.
    - (ii) On or about the Commencement Date and prior to each calendar year thereafter, Landlord shall provide Tenant with copies of paid invoices for Landlord's Insurance Costs, and Tenant shall within thirty (30) days thereafter reimburse Landlord for such costs.
    - (iii) Landlord shall prorate, on a per diem basis, all Rent for any partial month within the Term. In addition, all other amounts payable by Tenant under this Lease shall be deemed Rent and Landlord shall have all rights against Tenant for default in any payment as in the case of arrears of rent. The obligation to pay Rent accruing prior to the expiration or earlier termination of this Lease and the obligation to pay any damages and costs arising out of a default by Tenant under this Lease will survive the expiration or earlier termination of this Lease.

- (iv) Other charges will be paid on or before the first day of the month following notice of the charge, unless a different time for payment is specified in this Lease.
  - (b) All amounts payable by Tenant to Landlord under this Lease will be deemed Rent and Landlord will have all rights against Tenant for default in any payment as in the case of arrears of rent. The obligation to pay Rent survives the expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises.
- 6. **SERVICE CHARGES.** Tenant will pay Landlord a late charge of 5% of any payment of Rent which is not made within fifteen days after it becomes due, and \$100.00 for each check presented by Tenant which is returned unpaid due to insufficient funds or other reason. In addition, any Rent not paid within five days after it becomes due will bear interest from the date due to the date paid at 4% per annum above the prime rate quoted in the Money Rates column of *The Wall Street Journal* as of the first business day of the month such amount became due, but in no event greater than the highest rate permitted by law. If *The Wall Street Journal* discontinues publication or quotation of the prime rate, Landlord will substitute an index or procedure which reasonably reflects and monitors commercial borrowing costs.
- 7. **ABSOLUTE NET LEASE.** This Lease is an "absolute net lease" and Tenant's obligations to pay Rent and other amounts under this Lease shall be absolute and unconditional. Except as otherwise set out in this Lease, all costs, expenses and obligations relating to the Premises and the use and occupancy thereof which may arise or become due and payable with respect to the Term (whether or not the same shall become payable during the Term or thereafter), shall be paid by Tenant, and Landlord shall be indemnified, defended and saved harmless by Tenant from and against the same.
- 8. **TAXES.**
  - (a) Subject to the provisions of this Section 8, Tenant shall pay all Taxes prior to delinquency directly to the taxing authority.
  - (b) During the first and last years of the Term, all such taxes and assessments which shall become payable during each of the calendar, fiscal, tax or assessment years, as applicable, shall be ratably adjusted on a per diem basis between Landlord and Tenant in accordance with the respective portions of such calendar, fiscal, tax or assessment year. If any special assessments are due in installments, Tenant shall pay only those installments that are due and payable during the Term.
  - (c) Tenant shall have the right to contest Taxes, either in its own name or in the name of Landlord; provided that any such contest undertaken by Tenant shall be at Tenant's sole cost and expense, and that, if there is an imminent forfeiture of title to the Premises or any portion thereof due to such contest, Tenant shall either pay any contested amount or post a bond or other security sufficient to forestall such forfeiture. Within seven (7) days after either party hereto receives notice of valuation from the relevant appraisal district and/or any other applicable



governmental authority with respect to the Premises ("Appraisal Notice"), such party shall deliver a copy of such Appraisal Notice to the other party. Within fourteen (14) days after Tenant receives a copy of the Appraisal Notice from Landlord or a governmental authority, Tenant may send Landlord a written request to contest the amount or validity of the Appraisal Notice. Landlord shall have no obligation to contest the amount or validity of the relevant Appraisal Notice, but if Landlord fails to institute such a protest within fourteen (14) days after receiving Tenant's request, then Tenant shall be free to contest the amount or validity of the relevant Appraisal Notice at Tenant's sole cost, and Landlord shall reasonably cooperate with Tenant in that contest.

9. **ADDITIONAL OCCUPANCY TAXES.** Tenant will pay to Landlord the amount of any taxes (other than income tax), excises, charges, levies, fees or assessments payable by Landlord upon or by reason of any Rent reserved to Landlord, the renting of any part of the Project to Tenant, Tenant's use or occupancy of any part of the Project, or any fixture or personal property in the Premises which does not belong to Landlord. If the taxing authority fails to render a separate tax bill for trade fixtures and personal property in the Premises, Landlord will reasonably allocate for payment by Tenant the portion of such taxes attributable to such trade fixtures and personal property.
10. **OCCUPANCY OF THE PREMISES.** Landlord and Tenant acknowledge that Tenant is already in possession of the Premises and Tenant accepts possession of the Premises as of the Commencement Date in its "as-is" condition, without representation or warranty of any kind, but subject to the terms of this Lease.
11. **CARE OF PREMISES.**
  - (a) Tenant shall, at its sole cost and expense, keep and maintain, repair, and replace the Premises in first class condition in accordance with all applicable laws (including, but not limited to, plumbing, electrical, HVAC, and other mechanical systems) and in a clean and safe condition, ordinary depreciation and damage by fire or other casualty excepted and, except as otherwise provided in Section 28, with reasonable promptness, will make all necessary and appropriate repairs thereto of every kind and nature, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen, capital or non-capital or arising by reason of a condition existing prior to or after the commencement of the Term of this Lease (concealed or otherwise). All repairs shall, to the extent reasonably achievable, be at least equivalent in quality to that in existence on the Commencement Date reasonable wear and tear excepted. In addition, at its expense, Tenant (i) shall constantly maintain the landscaped areas of the Premises in a reasonable state of repair; (ii) shall not commit waste or permit impairment or deterioration of the Premises or any part thereof ordinary wear and tear excepted; (iii) shall not alter the design or structural character of the Building or any other improvements now or hereafter erected on the Land without the prior written consent of Landlord; (iv) shall not remove from the Premises any of the fixtures and personal property of Landlord unless the same is immediately replaced with property of at least equal value and utility and free of liens and encumbrances; (v) shall not vacate or abandon

the Premises or any part thereof; (vi) shall maintain the interior of the Building in a sanitary condition, free of insects, rodents, vermin and other pests, (vii) shall provide first-class interior janitorial services and cleaning the interior and exterior surfaces of all glass, (viii) shall repaint the painted surfaces of the Building and redecorate the interior portions of the Building at reasonable intervals as needed, and (ix) shall store all garbage, trash and other refuse in approved containers away from public view at ground level and in conformance with governmental laws and regulations and remove such items on a regular basis. On or about the beginning of each fiscal year of Tenant, Tenant shall provide to Landlord an itemized copy of Tenant's repair and maintenance budget for the coming fiscal year with comparison to the prior year budget and actual expenditures, certified as being correct by an officer of Tenant.

- (b) If Tenant fails to perform any work set out in this Section within 30 days after notice from Landlord (or, if such work reasonably requires more than 30 days to complete, if Tenant fails to commence performance within such 30 day period and thereafter carry out performance with all due diligence) or such shorter period as may be appropriate in an emergency, Landlord may enter the Premises and perform the work without liability to Tenant for any loss or damage that Tenant may incur. If Landlord performs the work, Tenant shall pay to Landlord the cost of the work, plus 10% for Landlord's overhead and coordination.

12. **UTILITIES & SERVICES.** Tenant will contract for all services and utilities Tenant desires in connection with Tenant's use and occupancy of the Premises, including, but not limited to, telephone and data service, electricity, water, natural gas, security and safety, pest control, landscaping, trash removal and janitorial. Tenant will pay directly to the applicable service or utility companies, prior to delinquency, all charges of every nature, kind or description for services and utilities Tenant obtains for the Premises. It is understood that the use by Tenant of the Premises may require that the parties enter into contracts or agreements with local, county, state or other governmental agencies or bodies or with public utilities with reference to storm sewer, sanitary sewer, gas, water, electric, telephone or other utility lines or connections, stormwater management or easement agreements. Landlord agrees to execute such written contracts, agreements, easement agreements, and consents as are reasonably required for Tenant's use of the Premises, provided such are reasonably acceptable to Landlord. Tenant shall be entitled, at no cost, to the use of any and all utility capacity allocable to the Premises and heretofore reserved by or assigned to Landlord. Landlord agrees to execute all such written contracts, agreements, easement agreements, and consents as are reasonably required for Tenant's use of such capacity, provided such are reasonably acceptable to Landlord. Landlord will not be liable in damages or otherwise if any service to be provided by Landlord or other supplier is interrupted or terminated because of necessary repairs, installations or improvements or any cause beyond the control of Landlord, nor will any such event be construed as an eviction of Tenant, work an abatement of rent, or relieve Tenant from fulfilling any obligation of the Lease.

13. **ALTERATIONS BY TENANT.** Tenant will not make or allow to be made any alteration, addition or improvement to the Premises without first providing a copy of the plans and

specifications for such work to Landlord and obtaining Landlord's written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, no consent will be required for any single alteration, addition or improvement which costs \$50,000 or less, provided such alterations, additions or improvements do not materially affect the exterior of the Building, the structural, or life safety systems or facilities of the Building, the core mechanical, electrical or plumbing infrastructure of the Building, or are not made in connection with a change of Tenant's principal use of the Premises, and so long as Landlord is given no less than fifteen (15) days' advance written notice specifying such work and the work is otherwise carried out in conformance with this Lease. All work will be performed at Tenant's expense in a first class skillful manner and such work that is subject to Landlord's approval will be performed in accordance with such plans and specifications by one or more contractors approved by Landlord, which approval will not be unreasonably withheld, conditioned, or delayed. Tenant will obtain builder's risk insurance or cause the contractor to do the same to cover the work performed. Tenant will cause each contractor to carry workers' compensation insurance in accordance with statutory requirements, and commercial public liability insurance, with Landlord (and other parties reasonably requested by Landlord) named as additional insured, in amounts at least equal to those set out in Section 22(b), and will submit evidence of the coverage to Landlord prior to commencement of the work. Tenant will be responsible for the payment of any direct out of pocket expense incurred by Landlord in connection with reviewing or inspecting any alteration, addition or improvement made to the Premises. Any alteration, addition or improvement made to the Premises (other than movable equipment, furniture and other trade fixtures owned by Tenant or other occupant) will be surrendered to Landlord upon expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises. Upon completion of any such work, Tenant will provide Landlord with a copy of "as-built" plans for such work (including a copy by electronic format), to the extent provided for like alterations.

#### 14. CONSTRUCTION LIENS.

- (a) Tenant will not permit any liens to stand against the Premises or Tenant's leasehold interest therein, or the Project or Landlord's interest therein, for any labor, skill, material, machinery, tools or equipment furnished or claimed to be furnished to or on account of Tenant or any subtenant or other occupant in connection with any work in or about the Premises. Tenant will give notice to Landlord of the filing of any such lien within 24 hours of Tenant's receipt of it and cause it to be discharged within ten days of its filing. If Tenant fails to so discharge the lien, Landlord may (but will not be obligated to) discharge the lien by paying the amount claimed to be due or by bonding the lien in accordance with applicable law, or exercise such other remedies therefor as may be permitted by law, and the amount paid and all Landlord's expenses including reasonable attorney fees will be paid by Tenant to Landlord.
- (b) At least 15 days prior to any scheduled work in the Premises and reasonably in advance of any other work by Tenant or other occupant, Tenant will notify Landlord of the proposed work and the names and addresses of the parties supplying labor and materials for the proposed work so Landlord can avail itself of

protective rights available to it under any laws governing construction liens. Prior to and during the period of any such work in the Premises, Landlord may post at the Premises a notice of non-liability for such work and take any further action Landlord may deem proper for protection of Landlord's interest in the Premises.

#### 15. USE OF PREMISES.

- (a) Tenant will not occupy or use the Premises or permit them to be occupied or used for any purpose other than the Permitted Use set out in Article 1, or in a manner which is unlawful, disreputable or creates any nuisance or fire hazard or which would invalidate or increase the rate for insurance coverage on the Project or any portions thereof or contents therein or which would interfere with, annoy, or disturb the Landlord or other operator or manager of the Project. Tenant will not occupy or use the Premises or permit them to be occupied or used for any Prohibited Use.
- (b) All physicians using and occupying the Premises must at all times be properly licensed to practice their respective medical specialties within the scope of the Permitted Use set out in Article 1.
- (c) Tenant will not occupy or use the Premises or permit them to be occupied or used other than for the Permitted Use set out in Article 1 above without the prior written approval of Landlord.
- (d) Tenant will comply with all laws, ordinances, orders, rules, regulations and restrictions of any governmental authority or contained in any agreement relating to the use, condition or occupancy of the Premises. Tenant will be responsible for all costs and liabilities which may arise out of failure to construct and operate the Premises in compliance with the provisions of the Americans with Disabilities Act and other laws relating to accessibility within the Premises. Tenant will comply with rules and regulations adopted by Landlord from time to time in good faith for the safety, care and cleanliness and preservation of good order in the Building and the Project, including but not limited to those set out in Exhibit B.
- (e) Tenant will obtain and keep in force all licenses, permits, and governmental approvals required in connection with the Permitted Use of the Premises, and will comply with all laws and regulations pertaining thereto. Tenant will not permit any odors to be emitted from the Building which may be perceived in areas outside the Building. Medical and sharps waste will be handled, stored, and disposed of in full compliance with all laws, regulations and licenses and in accordance with the best practices of the medical profession. No medical or sharps waste will be disposed of in the refuse collection and disposal system for the Building, and Tenant will be responsible at Tenant's cost for the collection, storage, removal and disposal of medical and sharps waste generated from the Premises. Tenant will indemnify, hold harmless and defend each of the Landlord Parties from and against any claims, costs and liabilities arising out of Tenant's failure to handle, store or dispose of medical or sharps waste as required by this Lease. Tenant's indemnity obligations under this Section shall survive the cancellation or termination of this Lease.

**16. ENVIRONMENTAL.**

- (a) Tenant acknowledges that Landlord has made no representations or warranties of any kind, express or implied, regarding the presence or absence of Hazardous Materials in or about the Premises, and that Tenant is relying solely upon such observations, tests and investigations as Tenant deems reasonably appropriate in connection with the Premises and the presence or absence of any such substances or materials. Tenant hereby releases Landlord and the agents or brokers of Landlord, and their respective officers, employees or agents, and the successors or assigns of any of them, arising out of or resulting from or due to the existence of or release or threatened release of Hazardous Materials, which were or are claimed or alleged to have been deposited, stored, disposed of, removed from, placed, or otherwise located or allowed to be located on the Premises, or in connection with the removal, disposal, storage, or containment of any such substances or materials.
- (b) Tenant shall not cause or permit the storage, use, generation, or disposition of any Hazardous Materials in or about the Premises, other than incidental amounts of such Hazardous Materials as may be reasonably required for the permitted Use of the Premises. Such incidental Hazardous Materials in the Premises shall be stored, used, generated and disposed of in full compliance with all laws, regulations and licenses and the recommendations of the suppliers thereof. Tenant shall be responsible at Tenant's cost for the collection, storage, removal from the Premises, and disposal of all Hazardous Materials in full compliance with all laws, regulations and licenses. Tenant shall indemnify, hold harmless and defend each of the Landlord Parties and the holder under any Mortgage from and against any claims, costs and liabilities arising out of Tenant's breach of the foregoing obligations or any removal or clean-up of any such Hazardous Materials brought onto or produced in the Premises by Tenant or its subtenants or other occupants and any restoration work required thereby.

**17. SIGNS AND GRAPHICS.** Subject to Landlord's reasonable approval, Tenant may install, at Tenant's expense, the maximum building, pylon and monument signage permitted by applicable laws. Any signage not approved or otherwise permitted by Landlord may be removed by Landlord without liability to Tenant for any loss or damage Tenant may incur. If so removed, Tenant will pay to Landlord the cost of removal and restoration.

**18. TRADE FIXTURES.** Movable equipment, furniture and other trade fixtures owned by Tenant and installed in the Building remain Tenant's property. Any such property may be removed by Tenant in the ordinary course of its business and will be removed at the expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises, except that if Tenant is in default of this Lease, Landlord will have a lien on the property as security against loss or damage from the default and the property will not be removed by Tenant until the default is cured. Tenant will promptly repair at its expense any damage to the Building or any other part of the Project caused by the removal of the property.

**19. ASSIGNMENT OR SUBLEASE BY TENANT.**

- (a) Tenant will not assign or otherwise transfer this Lease or any interest in this Lease, nor sublet all or any part of the Premises or permit occupancy of the Premises by anyone other than Tenant, except with Landlord's prior written consent. If Tenant is a corporation, limited liability company, partnership, or other form of business entity, transfer of effective control of the Tenant constitutes an assignment under this Article. In determining whether to give consent, Landlord may consider all relevant factors, including but not limited to covenants made by Landlord in any financing agreement, or master agreement and the financial background and status and business history of the proposed assignee, transferee, sublessee or occupant. Consent by Landlord to any assignment or other transfer of this Lease or any subletting or other occupancy of the Premises will not operate as a waiver of Landlord's rights under this Article. No assignment or other transfer or subletting or other occupancy will release Tenant of any of its obligations or waive any of Landlord's rights under this Lease. The acceptance of rent from someone other than Tenant will not be deemed to be a waiver of any of the provisions of this Lease or consent to any assignment or other transfer of this Lease or subletting or other occupancy of the Premises.
- (b) Neither Tenant's rights nor Tenant's interest in this Lease will pass to any trustee or receiver in bankruptcy or assignee for the benefit of creditors, or by operation of law, and this Lease will terminate automatically upon the happening of any of those events.
- (c) Tenant will reimburse Landlord for any costs and legal fees reasonably incurred by Landlord in connection with any proposed assignment or other transfer or sublease or other occupancy. Tenant will also pay over to Landlord upon receipt any consideration received by Tenant in connection with any assignment or other transfer of this Lease (after first deducting any reasonable out-of-pocket costs incurred by Tenant in effecting such assignment or other transfer) and any rent or other consideration received by Tenant in connection with any sublease or other occupancy of the Premises which (after first deducting any reasonable alteration costs, commissions and legal fees incurred by Tenant in effecting the sublease or other occupancy) is in excess of the Rent for the comparable period (or, if the sublease or other occupancy is for less than all of the Premises, in excess of the pro rata portion of the Rent for the comparable period).
- (d) No assignment or other transfer of this Lease will be effective unless it is in compliance with this Article and the assignee or other transferee has agreed with Landlord in writing to perform and comply with all of Tenant's obligations under this Lease. No subletting or other occupancy of all or any part of the Premises will be effective unless it is in compliance with this Article and the subtenant or other occupant has agreed with Landlord in writing to attorn to Landlord at Landlord's written request upon any termination of this Lease prior to the expiration of the sublease.

**20. SUBORDINATION.**

- (a) This Lease is subject and subordinate to all Mortgages now or hereafter placed on all or any part of the Project or any interest in the Project, and any renewal, modification, consolidation, replacement or extension of any such Mortgages. However, no such subordination will be effective unless such holder has delivered to Tenant a written agreement that this Lease and Tenant's rights under this Lease will not be disturbed by such holder so long as Tenant is not in default of this Lease beyond any applicable notice and cure periods. Moreover, if the holder under any Mortgage so elects (with the consent of the holders of any prior Mortgages), this Lease will in whole or in part be deemed prior in lien to such Mortgage regardless of the date of recording. Tenant will within 20 days after Landlord's request execute and deliver without further consideration any instruments desired by Landlord evidencing the priority or subordination of this Lease to such Mortgage.
- (b) Tenant will upon the request of the successor in interest of Landlord following the foreclosure of any Mortgage or conveyance in lieu of any such foreclosure, whether voluntary or by operation of law, attorn to and become the tenant of the successor in interest, but the successor in interest will not be liable for any act or omission of any prior Landlord, or subject to any offsets or defenses Tenant may have against any prior Landlord, or subject to repayment of any Security Deposit made to any prior Landlord except to the extent such Security Deposit is transferred to such successor in interest, or bound by any prepayment of Rent more than one month in advance or by any amendment or modification of this Lease made without the consent of the holder under such Mortgage.

- 21. ACKNOWLEDGMENT.** Within 20 days after Landlord's request, Tenant will execute, acknowledge and deliver a statement addressed to Landlord, the holder or any prospective holder under any Mortgage, or other assignee, transferee or others designated by Landlord, certifying that this Lease is in full force and effect and has not been modified or amended except as set out in the statement, the date of commencement and expiration of the Term, the date to which Rent has been paid, that there are no current defaults by Landlord or Tenant except as set out in the statement, and as to any other matters pertaining to this Lease as may be reasonably requested. Any party to whom such statement is addressed will be entitled to rely thereon.

**22. INSURANCE.**

- (a) During the term of this Lease, Landlord shall maintain "Causes of Loss – Special Form" property insurance which shall (1) cover damage to the Building, from perils covered by the causes-of-loss special form, and include ordinance of law coverage and also insuring against risks of flood, if the Building is in a flood hazard area, (2) be written for not less than the full replacement cost of the Building on an agreed value basis with a commercially reasonable premium and a commercially reasonable deductible.

- (b) Tenant will procure and maintain, at its own cost and expense, commercial general liability insurance with contractual liability coverage insuring Tenant, Landlord (and any other parties reasonably requested by Landlord) from all claims, demands or actions for personal injury or death or property damage in or about the Premises in amounts which are from time to time reasonably required by Landlord, but not less than \$3,000,000 for injury or death sustained by one or more persons as a result of any one occurrence and \$1,000,000 for damage to property as a result of any one occurrence, workers' compensation insurance within statutory limits covering Tenant's employees in the Premises, casualty insurance with so-called "all-risk" and water damage coverage in amounts sufficient to fully cover all improvements in or about the Premises installed by or on behalf of Tenant, naming Landlord as a mortgagee/loss payee to the extent of its insurable interest therein, and insuring all personal property and equipment in the Premises not owned by Landlord, and professional liability insurance in amounts that are from time to time reasonably required by Landlord, but not less than \$1,000,000 for each occurrence and \$2,000,000 annual aggregate. The insurance will be in a form and with an insurer reasonably acceptable to Landlord and will not be subject to cancellation or material change except after at least 30 days' written notice to Landlord. Each policy or a duly executed certificate, together with satisfactory evidence of the payment of premiums, will be deposited with Landlord before the Commencement Date and at least 30 days before expiration of each such policy.
23. **SURRENDER OF PREMISES.** Upon the expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises, Tenant at its expense will immediately (i) remove all communications cabling, any specialized improvements and equipment as may be requested by Landlord, and other goods and effects of Tenant and any persons claiming under Tenant, and (ii) surrender the Premises to Landlord peaceably and quietly in as good order and condition as they were in on the Commencement Date or were thereafter placed by Landlord, reasonable wear and tear excepted. If Landlord so requests, Tenant at its cost will remove any alterations, additions, or improvements which were made to the Premises without Landlord's written approval and restore the Premises to the same condition as the Premises were in prior to the unapproved alteration, addition or improvement. Tenant at its cost will repair any damage to the Building or the Project resulting from removal of any property of Tenant or persons claiming under Tenant. Any such property left in or about the Premises after expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises will be deemed abandoned and may at Tenant's expense be disposed of by Landlord as Landlord deems expedient in compliance with applicable law. The provisions of this Section will survive the expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises.
24. **QUIET ENJOYMENT.** Tenant, on paying the rent and performing its obligations under this Lease, will peacefully have, hold and enjoy the Premises subject to the terms of this Lease.



**25. RIGHTS RESERVED TO LANDLORD.**

- (a) Landlord, its agents, representatives or designees, may enter the Building or other portions of the Premises at all reasonable hours to inspect the Premises, to make repairs, alterations or additions to the Premises, the Building or other improvements, to show the Premises to the holder or any prospective holder under any Mortgage, any prospective purchaser of the Project, any prospective tenant of the Premises, or for other reasonable purposes as Landlord deems necessary or desirable. Except in an emergency or for routine services such as janitorial services, Landlord will whenever reasonably possible consult with or give reasonable notice to Tenant at the Premises prior to such entry. Entry for showing the Premises to prospective tenants may only be made when Tenant is in default or during the last 12 months of the Term.
- (b) In entering the Building or other portions of the Premises or carrying out any work under this Article, Landlord will not interfere with Tenant's use of the Premises and operation of its business any more than is reasonably necessary under the circumstances and will repair any damage to the Premises caused by the work. Landlord will not be liable in damages or otherwise for interference with Tenant's use of the Premises or operation of its business, nor will the entry or work be construed as an eviction of Tenant, work an abatement of rent, or relieve Tenant from fulfilling any obligation under this Lease.

- 26. **ASSIGNMENT BY LANDLORD.** Landlord may sell, convey, transfer or assign, in whole or in part, its rights and obligations under this Lease and in the Project subject to the rights of Tenant under this Lease, and Tenant will attorn to the transferee. The assigning Landlord will have no further liability for matters arising or accruing after such assignment.
- 27. **CONDEMNATION.** If the entire Project is taken by condemnation or eminent domain for any public purpose (or purchased under threat of taking) this Lease will terminate as of the date of taking or purchase. If part of the Project is so taken or purchased and Landlord determines that substantial alteration, reconstruction or demolition of all or a substantial part of the Project is necessary or desirable, or that sufficient proceeds from the condemnation award are not available for Landlord to restore the remainder of the Project, Landlord may terminate this Lease as of the date of such taking or purchase upon giving notice to Tenant within 60 days after the date of such taking or purchase. If a portion of the Project is affected by such taking or purchase and this Lease is not so terminated, Landlord will promptly restore the remainder of the Project to as near the condition which existed prior to the taking or purchase as reasonably possible, the Base Rent and Additional Rent will be appropriately reduced for the period following the date of taking or purchase to reflect the reduction in Gross Building Area. Landlord will not be responsible for any loss of trade fixtures or personal property in or about the Project as a result of such taking or purchase, and Tenant will promptly repair and replace those items to as near the condition that existed prior to the taking or purchase as reasonably possible. Subject to the rights of the holders under any Mortgages, the entire award or other compensation for any taking or purchase of the fee or leasehold or both will belong to Landlord, but Landlord will not be entitled to any separate award or compensation made to Tenant for trade fixtures

owned by Tenant or for Tenant's relocation or moving expenses so long as it does not reduce the award or other compensation to which Landlord is otherwise entitled.

28. **DAMAGE TO BUILDING.** If all or a substantial part of the Building is damaged or destroyed by fire or other casualty and Landlord determines that substantial alteration, reconstruction or demolition of all or a substantial part of the Building is necessary or desirable or that sufficient insurance proceeds are not available for Landlord to repair any such damage or destruction, Landlord may terminate this Lease by giving written notice to Tenant within 90 days after the damage or destruction. If a portion of the Building is damaged by fire or other casualty and this Lease is not so terminated, Landlord will promptly restore the Building (other than the improvements which Tenant is required to insure under Article 20) to as near the condition which existed prior to such damage or destruction as reasonably possible, and the Base Rent and Additional Rent will be reduced during the time the Building is untenable in the proportion that the untenable portion of the Building bears to the entire Building. Landlord will not be responsible to Tenant for damages to or destruction of merchandise, movable equipment, furniture and other trade fixtures and personal property in or about the Premises regardless of the cause of damage or destruction, and Tenant will promptly repair and replace those items to as near the condition that existed prior to the damage or destruction as reasonably possible. Landlord will have exclusive right to all insurance proceeds relating to any improvements (other than Tenant's trade fixtures and personal property) installed by or on behalf of Tenant.

29. **HOLDING OVER.**

- (a) If Tenant holds over after expiration or earlier termination of this Lease without written consent of Landlord, Tenant will become a tenant at sufferance only at a rental rate equal to 150% of the Base Rent in effect for the month immediately preceding the expiration or termination (or the market rate, if greater), plus all other Rent which would be payable had the Term remained in effect and otherwise subject to the terms of this Lease. No unauthorized holding over will operate to extend the Term and Tenant will indemnify each of the Landlord Parties against all claims for damages of any kind resulting from the holdover.
- (b) Any holding over with the consent of Landlord in writing will be deemed an occupancy of the Premises as a tenant from month to month, at a monthly rental equal to the installment of Base Rent in effect for the month preceding the expiration or termination plus all other Rent which would be payable had the Term remained in effect, or such other amount as is set out in the consent, and subject to all other terms and conditions of this Lease to the extent they are applicable to a month to month lease terminable by either party on not less than 30 days' written notice to the other.

30. **COSTS AND CLAIMS.** If either Landlord or Tenant places the enforcement of this Lease, the collection of any amount due or to become due or the recovery of possession of the Premises in the hands of an attorney or files suit upon the other, the prevailing party will be entitled to reimbursement of its reasonable attorney fees and court costs to the extent allowed under applicable law. Landlord and Tenant hereby waive the right to trial by jury

in any action, proceeding or other claim brought against the other party arising under or otherwise connected with this Lease or the use and occupancy of the Premises or any actions or omissions of the other party in connection therewith.

### 31. DEFAULT BY TENANT.

- (a) Tenant will be in default of this Lease if (i) Tenant fails to pay any sum owing by it under this Lease within five days after the due date, or (ii) Tenant fails to comply with the assignment and subletting provisions under Article 19, or (iii) Tenant uses or permits use of the Premises for any unlawful drug-related or other felonious criminal activity, or (iv) the Premises or any part thereof are used for any Prohibited Use or otherwise in contravention of the requirements set out in Section 15 of this Lease, or (v) Tenant fails to observe or perform any other provision of this Lease within 20 days after notice of such failure, or (vi) Tenant vacates or abandons the Premises or fails to take possession of the Premises when available for occupancy or fails to begin operating its business in the Premises as soon as practicable after taking possession, or (vii) the interest of Tenant under this Lease is levied on under execution or other legal process, or any petition filed by or against Tenant to declare Tenant a bankrupt or to delay, reduce or modify Tenant's debts or obligations, or any petition is filed or other action taken to reorganize or modify Tenant's capital structure (if Tenant is a corporation or other entity) or Tenant is declared insolvent according to law, or any assignment of Tenant's property is made for the benefit of creditors, or a receiver or trustee is appointed for Tenant or its property (provided that no levy, execution, legal process or petition filed against Tenant constitutes a breach of this Lease if Tenant vigorously contests by appropriate proceedings and it is removed or vacated within 60 days from the date of its creation, service or filing).
- (b) If Tenant is in default of this Lease, Landlord may (i) terminate this Lease and recover forthwith as damages the amounts provided in this Article, or (ii) terminate Tenant's right of possession and repossess the Premises without terminating this Lease, remove all persons or property from the Premises with only such demand or notice to Tenant as may be required under applicable law, and recover forthwith as damages the amounts provided in this Article, or (iii) whether or not this Lease is terminated or Landlord repossesses the Premises for default by Tenant, exercise any other rights or remedies provided at law or in equity. If this Lease is terminated or Landlord repossesses the Premises for default by Tenant, Landlord may (but will not be obligated to) relet the Premises in one or more transactions for the account of Tenant for the rent and upon the terms Landlord deems advisable and in so doing Landlord may make changes, additions, improvements, redecorations, and repairs to the Premises as Landlord deems advisable, all without affecting Tenant's liability under this Lease.
- (c) If this Lease is terminated or Landlord repossesses the Premises for default by Tenant, Tenant will pay to Landlord on demand the sum of (i) the unpaid Rent owing at the time of termination or repossession, as the case may be, and (ii) all expenses incurred by Landlord in terminating, repossessing, and reletting including

but not limited to costs of changes, additions, improvements, redecorations and repairs, removal and storage of trade fixtures and personal property, brokerage and legal fees, and the collection of rent, and (iii) any deficiency between the Rent for the remainder of the Term and the payments, if any, received by Landlord from any reletting of the Premises or, if elected by Landlord as liquidated and final damages for lost rent, in addition to the monthly deficiencies accruing through the date of such election, a lump sum equal to the present value (calculated by discounting at 1% per annum over the discount rate of the Federal Reserve Bank for the district in which the Project is located) as of the date of such election of the amount by which Rent for the remainder of the Term exceeds the then rental value of the Premises over the remainder of the Term as reasonably determined by Landlord, and (iv) any other sums, interest, or damages owed by Tenant to Landlord. In determining the Rent for the remainder of the Term, Tenant's Share of Actual Operating Cost and similar charges will be assumed to be the same as for the calendar year immediately preceding the date of such election or such shorter period as may have elapsed since the Building was first occupied by tenants. Tenant's obligations for such damages will survive the expiration or earlier termination of this Lease. or of Tenant's right to possession of the Premises..

- (d) Failure of Landlord to declare a default immediately upon occurrence or any delay in taking any action in connection with the default will not waive the default, and Landlord may declare the default at any time thereafter.
- (e) If Tenant defaults in the observance or performance of any of its obligations under this Lease, Landlord may (but without obligation and without limiting any other remedies which it may have by reason of the default) cure the default, and Tenant will pay the costs of curing the default to Landlord upon demand.

32. **LANDLORD DEFAULT.** In the event of any alleged default in the obligation of Landlord under this Lease, Tenant will deliver to Landlord written notice listing the reasons for Landlord's default and Landlord will have 30 days following receipt of such notice to cure such alleged default or, in the event the alleged default cannot reasonably be cured within a 30-day period, to commence action and proceed diligently to cure such alleged default. A copy of such notice to Landlord will be sent by Tenant to the holders under any Mortgages of which Tenant has been notified in writing, and any such lessor or holder will also have the same rights to cure such alleged default.

33. **INDEMNITY.** Landlord and each of the Landlord Parties, will not be liable to Tenant or any party claiming by or through Tenant (a) for any damage to the property of Tenant or other occupants of the Premises or their respective agents, officers, employees, customers or invitees to the extent such damage is caused by any reason other than the gross negligence or willful misconduct of Landlord, its agents, officers or employees, or (b) for any injury, loss or damage to person or property occurring in the Premises or caused by any act, omission or neglect of Tenant, its agents, officers, employees, customers and invitees. Tenant will indemnify, defend and hold harmless each of the Landlord Parties, from all claims, costs and liabilities arising out of any injury, loss or damage described in

(a) or (b) above or any breach of Tenant's obligations under this Lease. The indemnities provided in this Article will survive the expiration or earlier termination of this Lease.

34. **WAIVER OF SUBROGATION.** Anything in this Lease to the contrary notwithstanding, Landlord and Tenant each waive any right of recovery, claim, action or cause of action against the other, and their respective agents, officers and employees, for any loss or damage that may occur to the Premises or any improvements or property of Tenant in or about the Premises or to the Building or any improvements or property of Landlord in or about the Building by reason of fire or other cause which would be insured under the terms of standard fire and extended coverage insurance policies, regardless of cause or origin, including negligence of the other party, and their respective agents, officers and employees, and agrees that no insurer will hold any right of subrogation against the other party. Each party will cause each insurance policy obtained by it to provide that the insurer waives all right of recovery by way of subrogation against the other party in connection with any damage covered by the policy.
35. **SEVERABILITY.** If any term or provision of this Lease or the application of it to any person or circumstance is invalid or unenforceable, the remainder of this Lease or the application of provision to other persons or circumstances will not be affected, and each provision of this Lease will be valid and enforceable to the extent permitted by law.
36. **WAIVER OF COVENANTS.** Failure of Landlord to insist in any one or more instances upon strict performance of any obligation of Tenant under this Lease or to exercise any right available to it under this Lease will not be construed as a waiver or a relinquishment for the future of the obligation or right and the obligation or right will continue and remain in full force and effect. The receipt by Landlord of rent with knowledge of a breach in any obligation of Tenant under this Lease will not be deemed a waiver of the breach, and Landlord will not be deemed to have waived any provision of this Lease until expressed in writing and signed by Landlord.
37. **NOTICES.** All notices, demands, consents and approvals given under this Lease will be in writing and will be deemed to have been fully given to Tenant when personally delivered to Tenant or Tenant's agent (including but not limited to delivery by messenger or courier with evidence of receipt) or when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to Tenant at the Premises, or to Landlord when deposited in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to Landlord at the address of Landlord set out at the head of this Lease. Either party may designate a different address or addresses on at least 15 days' notice to the other.
38. **SECURITY DEPOSIT.** Any Security Deposit made by Tenant under this Lease will be held by Landlord or its lender without liability for interest to secure the faithful performance by Tenant of its obligations under this Lease. Landlord may apply or retain the Security Deposit to cure any default or reimburse Landlord for any sum expended for the default, and Tenant will upon demand restore the security to the original sum deposited. The Security Deposit will not be mortgaged, assigned, transferred or encumbered by Tenant without Landlord's prior written consent. If Tenant faithfully performs its

obligations under this Lease the Security Deposit will be returned to the then holder of Tenant's interest under this Lease at the expiration of the Term, except that Landlord may retain one-half of the Security Deposit until the final amount due for any Operating Cost Adjustment has been determined and paid in full.

39. **FINANCIAL REPORTS.** If requested by Landlord (but not more frequently than once during any calendar year), Tenant will within 20 days after Landlord's request furnish to Landlord Tenant's most recent audited publicly available financial statements (including any notes to them). If no such audited statements have been prepared, Tenant shall provide such other financial statements (and notes to them) as may have been prepared by an independent certified public accountant or in the absence thereof Tenant's internally prepared financial statements, certified to be correct by an officer of Tenant. Landlord will not disclose any aspect of Tenant's financial statements which Tenant designates to Landlord as confidential except (a) to Landlord's lenders or prospective lenders and purchasers of the Premises, (b) in litigation between Landlord and Tenant, and (c) if required by court order

40. **PATRIOT ACT/EXECUTIVE ORDER COMPLIANCE.**

- (a) Tenant represents to Landlord that, (i) neither Tenant nor any person or entity that directly or indirectly owns an equity interest in Tenant nor any of their respective officers, directors, members or partners is a person or entity (each, a "Prohibited Person") with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under Executive Order 13224 (as amended from time to time, the "Executive Order") signed on September 24, 2001, and entitled "Blocking Party and Prohibiting Transactions with Persons who Commit, Threaten to Commit, or Support Terrorism), or other governmental action, (ii) that Tenant's activities do not violate the International Money Laundering Abatement and Financial Anti-Terrorism Act of 2001 or the regulations or orders promulgated thereunder (as amended from time to time, the "Money Laundering Act"), and (iii) that throughout the Term, Tenant will comply with the Executive Order and with the Money Laundering Act.
- (b) If any of the representations made by Tenant in this Article become untrue or Tenant breaches any of the covenants set forth in this Article, the same will constitute a default under this Lease. In addition to any other remedies to which Landlord may be entitled resulting from such default, Landlord may immediately terminate this Lease and refuse to pay any allowance, concession or other disbursements due to Tenant under this Lease.

41. **MISCELLANEOUS.**

- (a) This Lease is binding upon and inures to the benefit of Landlord, its successors and assigns, and is binding upon and inures to the benefit of Tenant, its successors and any assigns permitted under this Lease. The obligations of this Lease run with the

Land, except that the Landlord and each successor in interest of Landlord will be liable for obligations accruing only during its period of ownership.

- (b) The rights and remedies of Landlord under this Lease are cumulative and none will exclude any other rights or remedies allowed by law or equity. This Lease is declared to be a contract under the laws of the state in which the Project is located, and all of its terms will be construed according to the laws of such state.
- (c) Time is of the essence of each obligation of this Lease in which time is a factor.
- (d) The captions in this Lease are for convenience only and are not part of this Lease.
- (e) This Lease may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.
- (f) If more than one party executes this Lease as Tenant, each of them is jointly and severally liable to observe and perform all of the obligations of Tenant under this Lease.
- (g) The submission of this document for examination and negotiation does not constitute an offer to lease or a reservation of or option for the Premises. This document becomes effective and binding only upon the execution and delivery of it by Landlord and Tenant.
- (h) All negotiations, considerations, representations and understandings between Landlord and Tenant are incorporated in this Lease and may be modified or altered only by agreement in writing between Landlord and Tenant. The provisions of this Lease will be construed as a whole according to their common meaning and not strictly for or against Landlord or Tenant, even if such party drafted the provision in question. No act or omission of any employee or agent of Landlord or of Landlord's broker will alter, change or modify any of the provisions of this Lease.
- (i) Landlord, and its partners, beneficiaries of trust, members, officers, agents and employees and any estate, heirs, personal representatives, successors or assigns of any of them (each a "Landlord Related Party"), will have no personal liability as to any of the obligations of Landlord under this Lease. If Landlord defaults or breaches any of its obligations under this Lease, Tenant will look solely to the estate and property of Landlord in the Project for the collection of any judgment (or any other judicial procedure requiring the payment of money by Landlord) and no other property or asset will be subject to levy, execution or other procedure for satisfaction of Tenant's remedies. Neither Landlord, nor any Landlord Related Party, shall be personally liable for any judgment or deficiency, and in no event shall Landlord or any Landlord Related Party be liable to Tenant for any lost profit, damage to or loss of business or any form of special, indirect or consequential damage. The limitation on Tenant's right of recovery against the Landlord and the Landlord Related Parties set forth in this Section shall survive the expiration of the Term of this Lease (whether by lapse of time or otherwise).

- (j) Tenant will indemnify and hold each of the Landlord Parties harmless from all claims for compensation, commissions and charges by any broker or agent engaged by Tenant in connection with this Lease or the negotiation of it.
- (k) Landlord and Tenant disclaim any intention to create a joint venture, partnership or agency relationship.
- (l) The person executing this Lease on behalf of Tenant represents that this Lease has been duly authorized, executed and delivered by Tenant and constitutes the valid and binding agreement of Tenant.
- (m) The indemnities and other obligations of Tenant under this Lease relating to Tenant's use, care, occupancy and improvement of the Premises and any injury or damage on or about the Premises will run to the benefit of and be enforceable by Landlord.
- (n) Tenant agrees that it will not record or file this Lease or any memorandum thereof.

[SIGNATURE PAGES TO FOLLOW]




**[LANDLORD SIGNATURE PAGE]**

**IN WITNESS OF THIS LEASE**, Landlord has properly executed it as of the Effective Date.

**LANDLORD:**

**CHAMPAIGN HEALTHCARE INVESTORS, LLC,**  
a Delaware limited liability company


By   
Name: Jonathan P. Lewin  
Its President

**[TENANT SIGNATURE PAGE]**


**IN WITNESS OF THIS LEASE**, Tenant has properly executed it as of the Effective Date.

**TENANT:**

**OLYMPIAN SURGICAL SUITES, LLC,**  
an Illinois limited liability company

By   
Name: Sidney P. Rohrscheib, M.D.  
Its Manager

**SIDNEY P. ROHRSCHEIB, M.D., P.C.,**  
an Illinois professional corporation,  
d/b/a Illinois Bariatric Center

By   
Name: Sidney P. Rohrscheib, M.D.  
Its President

**EXHIBIT A**

**DESCRIPTION OF LAND**

Lot 301 of Pinehurst South Subdivision No. 1, Lots 301 - 305 of Interstate East Subdivision, as per plat recorded June 25, 2007 as document no. 2007R1 6244, in Champaign County, Illinois.

Permanent Parcel Index No.: 41-14-35-275-001

Located at 1002 Interstate Drive, Champaign, Illinois.

**EXHIBIT B****BUILDING REGULATIONS**

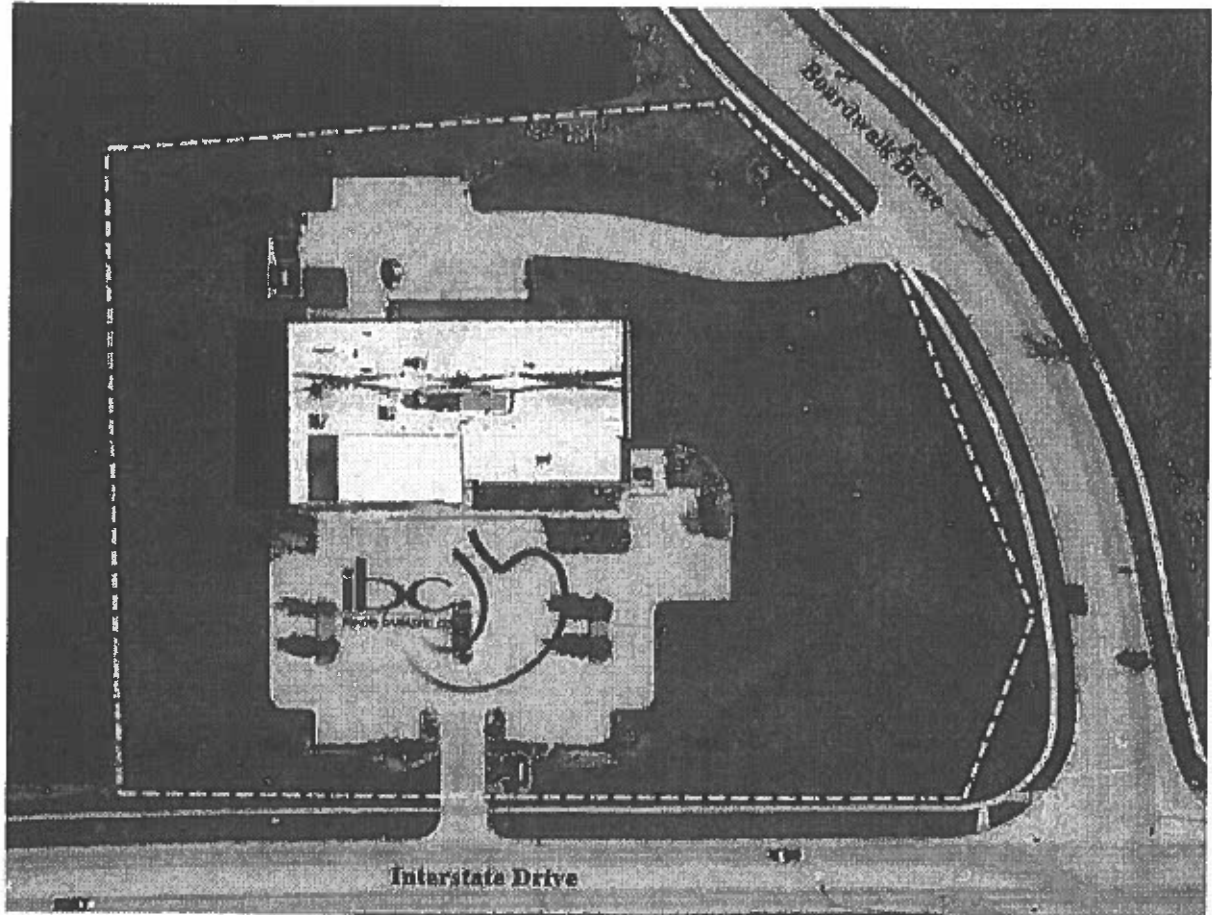
The following rules and regulations shall apply, where applicable, to the Premises, the Building and the Land and its appurtenances. In the event of conflict between the following rules and regulations and the remainder of the terms of the Lease to which this Exhibit B is attached, the remainder of the terms of the Lease shall control. Capitalized terms have the same meaning as defined in the Lease

1. **ACCESS.** Landlord may from time to time establish security regulations for the purpose of regulating access to the Building. Tenant will abide by all security regulations so established.
2. **PARKING AREAS.** Use of the parking areas shall be subject to such reasonable regulations as Landlord may reasonably establish from time to time to facilitate maintenance of the parking areas. Tenant shall not use or permit the use of the parking areas for overnight storage of automobiles or other vehicles without the prior written approval of Landlord.
3. **SIGNS.** No sign, advertisement or other visual aid will be painted, affixed or otherwise exposed on the windows, doors or any part of the exterior of the Building, on the Land or in the parking area or other exterior areas of the Premises, without the prior written approval of the Landlord.
4. **LARGE & HEAVY ARTICLES.** Tenant will be solely responsible for furniture, freight and other large or heavy articles brought into the Building. All damage done by moving such articles will be repaired at the expense of Tenant. Tenant will not overload any floor while moving or maintaining any heavy articles. Landlord may direct the location of heavy articles and, if considered necessary by Landlord, require supplementary supports at the expense of Tenant to properly distribute the weight.
5. **APPEARANCE.** Articles will not be placed in the Building near the glass of any door, wall or window which may be unsightly from outside the Building. No awnings or similar devices will be placed on the outside windows in the Building. No blinds, shades, draperies or other forms of inside window covering other than those approved by Landlord may be installed in the Building. No nails, screws or other fasteners will be driven into exterior walls or other vapor barrier.
6. **PROTECTING THE BUILDING.** Before leaving the Building unattended, Tenant will close and securely lock all windows, doors or other means of entry to the Building and shut off all utilities, lights and equipment in the Building. Tenant will be responsible for keeping the Building secure and protecting the Building and all property and persons in the Building from theft, robbery, pilferage and other crimes.
7. **LOCKS.** No additional or replacement locks will be placed on any of the doors or windows without the prior written consent of Landlord. Except as otherwise consented to

by Landlord, no keys for the Building will be made other than those provided by Landlord. Upon termination of the Lease or of Tenant's possession, Tenant will surrender all keys to the Building and all keys for offices, rooms or toilet rooms which have been furnished to Tenant.

8. **UTILITIES.** Tenant will not waste or overuse any utilities furnished to the Premises, and will cooperate fully with Landlord to assure the most effective and energy efficient operation of the Building. Tenant will ascertain from Landlord the maximum amount of electrical load which can safely be permitted in the Building, and will not connect a greater load than such safe capacity. Toilets, urinals, wash bowls and the other toilet room apparatus will not be used for any purpose other than that for which they were constructed, and no foreign substance will be thrown therein.
9. **WASTE.** Tenant will be responsible for controlling and paying for collection and removal of solid waste, including the cost of rental or purchase of suitable waste receptacles. Such waste receptacles will be stored inside the Building or at such other location as is designated by Landlord. Medical and sharps waste will be handled, stored, and disposed of in full compliance with all laws, regulations and licenses and in accordance with the best practices of the medical profession. Tenant will not leave or store any materials, trash, refuse or litter in the parking areas or other areas located outside the Building.
10. **TOBACCO USE.** Tenant will not use or permit use by its agents, employees or contractors of tobacco products within the Premises.

EXHIBIT C  
PLAN OF PREMISES



**EXHIBIT D****ADDITIONAL TERMS****1. MARKET RATE.**

- (a) As used in this Lease, "Market Rate" means the annual rent per square foot of Rentable Area of the space in question as of the commencement of the term in question that a willing tenant would pay, and a willing landlord would accept, in arms-length bona fide negotiations if the space in question were leased for a period equal to the term in question on the terms and conditions of this Lease.
- (b) Whenever Market Rate is to be determined under this Lease, Landlord will give Tenant notice ("Landlord's Rate Notice") of Landlord's determination of the Market Rate and the basis on which Landlord has made its determination. If Tenant does not agree with Landlord's determination of the Market Rate, Tenant will give Landlord written notice of that disagreement within 15 days of receipt of Landlord's Rate Notice, stating the amount which Tenant believes Market Rate should be and the basis for such belief. If Tenant fails to timely give such notice of disagreement, the Market Rate will be the amount set out in Landlord's Rate Notice. If Tenant gives Landlord such notice of disagreement, Landlord and Tenant will endeavor in good faith to agree on the Market Rate.
- (c) If Landlord and Tenant have not agreed as to the Market Rate within 30 days of Tenant's notice of disagreement, the Market Rate will be determined by a panel of experts using the following procedures:
  - (i) Landlord will appoint an expert by written notice to the Tenant. Within 15 days after receipt of notice of appointment of an expert, Tenant will by notice to Landlord appoint a second expert. Within 15 days after appointment of the second expert, the two experts will appoint a third expert.
  - (ii) If the second expert is not duly appointed within the specified period, the report of the first expert will be conclusive upon Landlord and Tenant. If the third expert is not duly appointed within the specified period, either Landlord or Tenant may apply to the presiding judge of the judicial district within which the Project is located (or, if such does not then exist, the then-existing court of comparable jurisdiction) and that judge or a person selected by that judge will appoint the third expert.
  - (iii) All experts appointed under this provision will be appraisers, brokers, or attorneys with more than ten years' experience in commercial real estate in the metropolitan area in which the Project is located and with no direct or indirect financial or other business interest in or in common with Landlord or Tenant or any affiliate of either. Landlord and Tenant will each pay the

fees charged by the expert appointed by it and will each pay one-half the fee charged by the third expert.

- (iv) As expeditiously as possible after appointment of the third expert, the panel of experts will execute in duplicate a report stating the Market Rate. The report of the experts or, if the experts cannot agree, the report of the majority of the experts will be deemed to be the Market Rate. If the determinations of all three experts differ in amount, the Market Rate will be deemed to be:
  - (A) the average of the three determinations if neither the highest nor the lowest differs from the middle determination by more than 10%,
  - (B) the average of the middle determination and the determination nearest in amount to the middle determination if either the highest or the lowest determination, but not both, differs from the middle determination by more than 10%, and
  - (C) determined by a new panel of experts appointed and functioning in the same manner if both the highest and lowest determinations differ from the middle determination by more than 10%.

## 2. RENEWAL OPTION.

- (a) Tenant will have two (2) successive options (each a "Renewal Option") to renew the Lease with respect to all (but not less than all) of the Premises for an additional term (the "Renewal Term") of five (5) years each, commencing immediately after the expiration of the preceding Term, subject to the following terms and conditions:
  - (i) Tenant gives Landlord not less than eighteen (18) months' prior written notice of its election to exercise the Renewal Option; and
  - (ii) Tenant is not in default under this Lease either on the date Tenant exercises the Renewal Option or on the commencement of such Renewal Term, unless waived in writing by Landlord.
- (b) If Tenant exercises a Renewal Option, all terms and conditions of the Lease will be applicable to the Renewal Term, except that
  - (i) the Base Rent during the Renewal Term will be the Market Rate, but in no event less than the Base Rent last payable by Tenant during the preceding Term;
  - (ii) the Additional Rent and all other Rent during the Renewal Term will be determined as provided in this Lease;
  - (iii) Tenant agrees to accept the Premises in an "as-is" condition on the commencement date of the Renewal Term, and Tenant will not be entitled to any credit or allowance from Landlord for the improvement thereof;



- (iv) Tenant will not be entitled to any rental concessions such as "free rent" or other inducements for such Renewal Option; and
- (v) Tenant will have no further options to renew the Term of this Lease beyond the Renewal Options hereby granted.
- (c) If Tenant exercises a Renewal Option, Landlord and Tenant will execute and deliver an amendment to this Lease reflecting the lease of the Premises by Landlord to Tenant for the Renewal Term on the terms provided above.
- (d) The Renewal Options hereby granted will automatically terminate and become null and void upon the earliest to occur of (i) the expiration or earlier termination of this Lease or of Tenant's right to possession of the Premises, (ii) any assignment or other transfer of this Lease by Tenant or any sublease or other third party occupancy of all or part of the Premises, and (iii) any failure of Tenant to timely or properly exercise such Renewal Option.

Operating Identity / Licensee

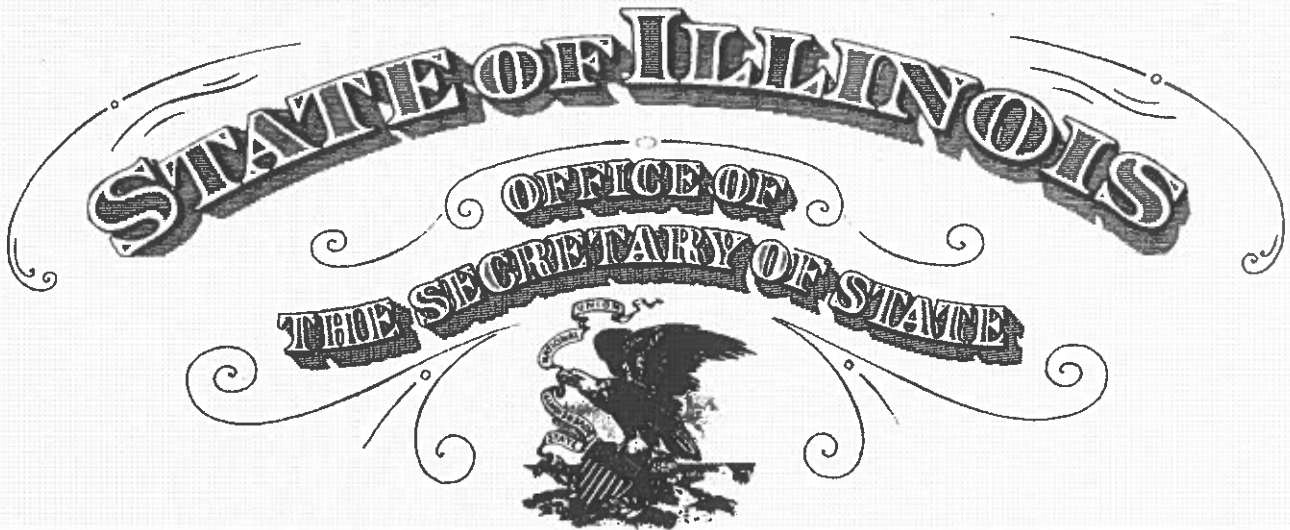
Olympian Surgical Suites is the licensed operating entity.

OSF Healthcare System owns a 75% interest.

Sydney P. Rohrscheib, MD owns a 25% interest.

File Number

0195070-3



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

***I, Alexi Giannoulas, Secretary of State of the State of Illinois, do hereby certify that I am the keeper of the records of the Department of Business Services. I certify that***

OLYMPIAN SURGICAL SUITES, LLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON AUGUST 24, 2006, APPEARS TO HAVE COMPLIED WITH ALL PROVISIONS OF THE LIMITED LIABILITY COMPANY ACT OF THIS STATE, AND AS OF THIS DATE IS IN GOOD STANDING AS A DOMESTIC LIMITED LIABILITY COMPANY IN THE STATE OF ILLINOIS.



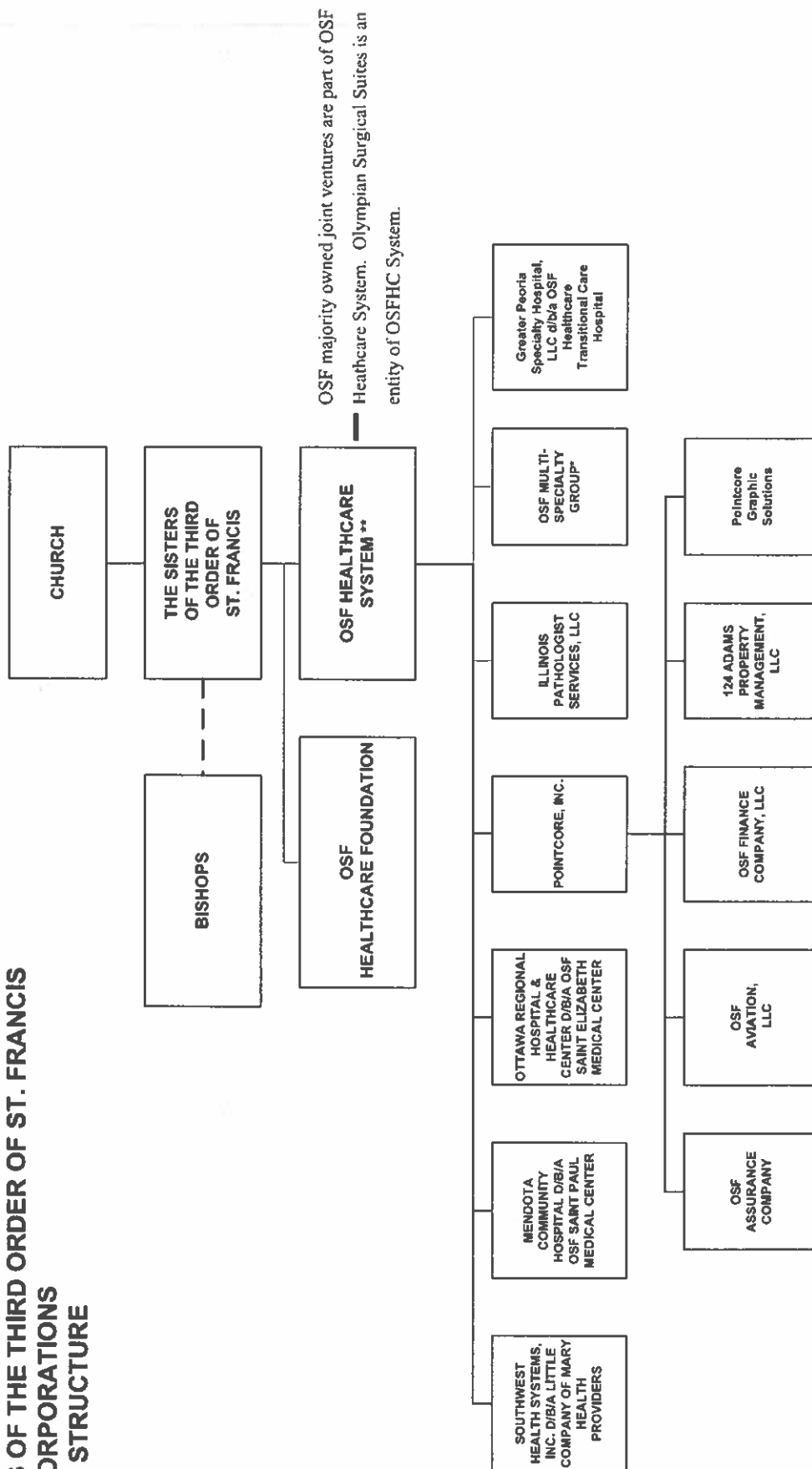
***In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 11TH day of DECEMBER A.D. 2023 .***

Authentication #: 2334502292 verifiable until 12/11/2024  
Authenticate at: <https://www.ilsos.gov>

*Alexi Giannoulas*  
SECRETARY OF STATE

Attachment 3

# THE SISTERS OF THE THIRD ORDER OF ST. FRANCIS AFFILIATE CORPORATIONS CORPORATE STRUCTURE



\*\* OSF Healthcare System

\*OSF Multi-Specialty Group

- OSF St. Francis Hospital – Escanaba, Michigan
- OSF Saint Anthony Medical Center – Rockford
- OSF Saint James-John W. Albrecht Medical Center – Pontiac
- OSF St. Joseph Medical Center – Bloomington
- OSF Heart of Mary Medical Center – Urbana
- OSF Sacred Heart Medical Center – Danville
- OSF Saint Francis Medical Center – Peoria
- OSF St. Mary Medical Center – Galesburg
- OSF Holy Family Medical Center – Monmouth
- OSF Saint Luke Medical Center – Kewanee
- OSF Saint Clare Medical Center – Princeton
- OSF Saint Anthony's Health Center – Alton
- OSF Little Company of Mary Medical Center – Evergreen Park
- OSF Home Care Services

Attachment 4

#### Flood Plain Requirements

There is no construction or modernization of the facility for this project. As a result, this section is not applicable.

#### Historic Resources Preservation Act Requirements

There is no construction or modernization of the facility for this project. As a result, this section is not applicable.

#### Project Costs and Sources of Funds

There is no construction or modernization of the facility for this project. There are no capital costs associated with the project. As a result, this section is not applicable.

Cost/Space Requirements  
(departmental gross square feet)

Department/Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Sq Ft That Is:			
		Existing	Proposed	New Const	Modernized	As Is	Vacated
Construction Costs	0						
CLINICAL/REVIEWABLE							
Surgical ORs	0					3182	
Recovery	0					1398	
Anesthesia	0					87	
Support - nurses stations, bathrooms, storage	0					2889	
Subtotal Clinical	0					7556	
NON-REVIEWABLE							
Reception	0					275	
Lobby/Waiting	0					1034	
Lockers, lounge, break room	0					644	
Administration, office	0					262	
Consultation, conference rooms	0					195	
Building and mechanical systems	0					990	
Public toilet	0					226	
Storage	0					325	
Subtotal Non-Clinical	0					3951	
TOTAL CONSTRUCTION	0					11,507	
Other Proj Costs	0						
Preplanning Costs	0						
Site Survey / Soil	0						
Site Preparation	0						
Off Site Work	0						
Contingencies	0						
A/E fees	0						
Consulting, fees	0						
Moveable Equip, Furnish	0						
Bond Issuance Expense	0						
Net Int Exp Dur Constr	0						
FMV leased space, eqpmnt	0						
Other Capital Costs	0						
Subtotal	0						
TOTAL PROJECT COSTS	0						



## Background of the Applicant

This attachment includes the following:

- IDPH License, Olympian Surgical Suites
- CMS CLIA Certification
- AAHC Accreditation

OSF Healthcare System list of facilities in Illinois and license information

Letter of certification that there have been no adverse actions against OSF Healthcare System or any facility owned or operated by OSF; authorization of access to information.

Letter providing information on Sidney Rohrscheib, MD, owner of 25% of Olympian Surgical Suites.

← DISPLAY THIS PART IN A  
CONSPICUOUS PLACE

**ILLINOIS DEPARTMENT OF  
PUBLIC HEALTH**

**LICENSE, PERMIT, CERTIFICATION, REGISTRATION**

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

**Sameer Vohra, MD,JD,MA**  
Director

Issued under the authority of  
the Illinois Department of  
Public Health

EXPIRATION DATE	CATEGORY	LIC. NUMBER
07/31/2024		7003145
Ambulatory Surgery Treatment Center		

Effective: 08/01/2023

Olympian Surgical Suites, LLC  
1002 Interstate Dr  
Champaign, IL 61822

Exp. Date 07/31/2024  
Lic Number 7003145

Date Printed 07/24/2023

Olympian Surgical Suites, LLC  
1002 Interstate Dr  
Champaign, IL 61822-1465

FEE RECEIPT NO.

The face of this license has a colored background. • Printed by Authority of the State of Illinois • P.O. #4422001 10M 322

CENTERS FOR MEDICARE & MEDICAID SERVICES  
CLINICAL LABORATORY IMPROVEMENT AMENDMENTS

CERTIFICATE OF WAIVER

LABORATORY NAME AND ADDRESS

OLYMPIAN SURGICAL SUITES  
1002 INTERSTATE DRIVE  
CHAMPAIGN, IL 61822

CLIA ID NUMBER

14D1101337

EFFECTIVE DATE

06/25/2023

EXPIRATION DATE

06/24/2025

LABORATORY DIRECTOR

SIDNEY ROHSCHIEB

Pursuant to Section 353 of the Public Health Services Act (42 U.S.C. 263a) as revised by the Clinical Laboratory Improvement Amendments (CLIA), the above named laboratory located at the address above, (and other approved locations) may accept human specimens for the purposes of performing laboratory examinations or procedures.

This certificate shall be valid until the expiration date above, but is subject to revocation, suspension, limitation, or other sanctions for violation of the Act or the regulations promulgated thereunder.



*Gregg Brandish*  
Gregg Brandish, Director  
Division of Clinical Laboratory Improvement & Quality  
Quality & Safety Oversight Group  
Center for Clinical Standards and Quality

1753 Cert 1 053023

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



Attachment 11

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



ACCREDITATION ASSOCIATION  
for AMBULATORY HEALTH CARE, INC.

## ACCREDITATION NOTIFICATION

August 25, 2022

<b>Organization #</b>	89849	<b>Program Type</b>	Ambulatory Surgery Center
<b>Decision Recipient</b>	Ms. Julie Root, RN	<b>CCN</b>	14C0001144
<b>Organization Name</b>	Olympian Surgical Suites, LLC dba Olympian Surgical Suites		
<b>Address</b>	1002 Interstate Dr.		
<b>City</b>	<b>State</b>	<b>Zip</b>	
Champaign	IL	61822	

Dear Olympian Surgical Suites, LLC dba Olympian Surgical Suites,

As an ambulatory surgery center (ASC) that has undergone the AAAHC/Medicare Deemed Status Survey, your ASC has demonstrated its compliance with the AAAHC Standards and all Medicare Conditions for Coverage (CfC).

<b>Survey Date</b>	7/7/2022-7/8/2022 and 7/15/2022	<b>Deficiency Level</b>	Standard
<b>Type of Survey</b>	Re-accreditation/Medicare Deemed Status		
<b>Acceptable PoC Received</b>	8/19/2022	<b>Correction Method</b>	Plan of Action, Self Attestation, Document Review

### Congratulations!

The AAAHC Accreditation Committee recommends your ASC for participation in the Medicare Deemed Status program. The Centers for Medicare and Medicaid Services (CMS) has the final authority to determine participation and effective dates in Medicare Deemed Status in accordance with the regulations at 42 CFR 489.13.

<b>Accreditation Type</b>	Full Accreditation	<b>Recommend Medicare Deemed Status</b>	Yes
<b>Accreditation Term Begins</b>	7/23/2022	<b>Accreditation Term Expires</b>	7/22/2025

**Special CC:** CMS CO - Baltimore  
CMS RO 5 - Chicago

**Accreditation Renewal Code:** 3DC799CB89849

### Next Steps

- Leadership and staff of your ASC should take time to thoroughly review your Survey Report and Plan of Correction (PoC).
  - Subsequent surveys by AAAHC will seek evidence that deficiencies from this survey were addressed within the timeframes of your PoC.
  - The Summary Table provides an overview of compliance for each chapter applicable to your organization.

Attachment 11

Organization # 89849 Organization: Olympian Surgical Suites, LLC dba Olympian Surgical Suites  
August 25, 2022

Page 2

2. AAAHC requires **notification of any changes** within your organization in accordance with policies and procedures in the front section of the *Accreditation Handbook*. Visit the AAAHC website "I want to" section and select "Notify AAAHC of a change in my organization" and follow instructions.
3. AAAHC Standards, policies and procedures are reviewed and revised on an ongoing basis. You are invited to participate in the review through the periodic public comment process. Your organization will be notified when the proposed changes are available for review. You may also check the AAAHC website for details.
4. Accredited ASCs are required to maintain operations in compliance with the current AAAHC policies and Standards, which include the CMS Conditions for Coverage. Updates are published in the AAAHC *Handbooks*. Any mid-year updates are announced and posted to the AAAHC website, [www.aaahc.org](http://www.aaahc.org).
5. In order to ensure uninterrupted accreditation, your ASC should submit the *Application for Survey* approximately five months prior to the expiration of your term of accreditation. In states for which accreditation is mandated by law, the *Application* should be submitted six months in advance to ensure adequate time for review and scheduling the survey.

**NOTE:** You will need the Accreditation Renewal Code found above to submit your renewal application.

#### **Additional Information**

Throughout your term of accreditation, AAAHC will communicate announcements via e-mail to the primary contact for your organization. Please be sure to notify us ([notifyeast@aaahc.org](mailto:notifyeast@aaahc.org)) should this individual or his/her contact information change.

If you have questions or comments about the accreditation process, please contact AAAHC Accreditation Services at 847.853.6060. We look forward to continuing to partner with you to deliver safe, high-quality health care.



ACCREDITATION ASSOCIATION  
for AMBULATORY HEALTH CARE, INC.

Dear Organization:

The Accreditation Association for Ambulatory Health Care (AAAHC) is pleased to provide the Consultative Report from your recent AAAHC/Medicare deemed status survey. This report is provided in the spirit of accreditation to assist your organization in providing high quality health care to your patients. The comments provided in this Consultative Report are for your review and reflection, and are offered as suggestions to help your organization meet AAAHC standards. These comments were not considered as part of your organization's accreditation decision.

It is our sincere hope that you will continue to find the accreditation experience worthwhile as your organization continues to grow and mature.

If you have any questions or comments, please contact AAAHC at (847) 853-6060.

Sincerely,

A handwritten signature in black ink that reads "Dorota Rakowiecki". The script is cursive and fluid.

Dorota Rakowiecki  
Director, Accreditation Services

**OSF Healthcare System List of Facilities in Illinois****OSF HealthCare Holy Family Medical Center**

1000 W. Harlem Avenue

Monmouth, Illinois 61462

License #: 0005439, Expiration 4/11/24

Joint Commission: Critical Access Hospital-no Joint Commission Certificate

**OSF HealthCare Saint Francis Medical Center**

530 NE Glen Oak Avenue

Peoria, Illinois 61637

License #: 0002394, Expiration 12/31/23

Joint Commission: 4/22/23, 36 months

**OSF HealthCare Saint Anthony's Health Center**

One Saint Anthony's Way

Alton, Illinois 62002-0340

License #: 0005942, Expiration 10/31/24

Joint Commission: 5/7/21, 36 months (not surveyed yet, they are on the list to be surveyed)

**OSF HealthCare Saint James-John W. Albrecht Medical Center**

2500 W. Reynolds Street

Pontiac, Illinois 61764

License #: 0005264, Expiration 3/2/24

Joint Commission: 4/8/23, 36 months

**OSF HealthCare St. Joseph Medical Center**

2200 E. Washington Street

Bloomington, Illinois 61701

License #: 0002535, Expiration 12/31/24

Joint Commission: 3/25/23, 36 months

**OSF HealthCare Saint Anthony Medical Center**

5666 E. State Street

Rockford, Illinois 61108-2472

License #: 0002253, Expiration 12/31/24

Joint Commission: 3/11/23, 36 months

**OSF HealthCare Saint Luke Medical Center**

1051 West South Street

Kewanee, Illinois 61443

License #: 0005926, Expiration 3/31/24

Joint Commission: Critical Access Hospital-no Joint Commission Certificate

**OSF HealthCare Saint Elizabeth Medical Center**

1100 E. Norris Drive

Ottawa, Illinois 61350

License #: 0005520, Expiration 5/14/24

Joint Commission: 6/3/23, 36 months

**OSF Saint Elizabeth Medical Center Freestanding Emergency Center**

111 Spring Street

Streator, Illinois 61364

License #: 22006, Expiration 8/8/24

Joint Commission: 6/3/23, 36 months (included with Saint Elizabeth Medical Center)

**OSF HealthCare St. Mary Medical Center**

3333 N. Seminary Street

Galesburg, Illinois 61401

License #: 0002675, Expiration 12/31/24

Joint Commission: 2/24/23, 36 months

**OSF HealthCare Saint Paul Medical Center**

1401 E. 12th Street

Mendota, Illinois 61342

License #: 0005819, Expiration 12/6/24

Joint Commission: Critical Access Hospital-no Joint Commission Certificate

**OSF Healthcare Sacred Heart Medical Center**

812 N. Logan Avenue

Danville, Illinois 61832

License #: 0006072, Expiration 2/1/24

Joint Commission: 5/26/23, 36 months

**OSF HealthCare Heart of Mary Medical Center**

1400 W. Park Street

Urbana, Illinois 61801

License #: 0006080, Expiration 2/1/24

Joint Commission: 2/11/21, 36 months

**OSF Little Company of Mary Medical Center**

2800 W. 95<sup>th</sup> Street

Evergreen Park, Illinois 60805

License #: 0006163, Expiration 1/31/24

Joint Commission: 5/6/22, 36 months

**OSF Saint Clare Medical Center**

530 Park Avenue East

Princeton, IL 61356

License #: 006254, Expiration 6/30/24

Joint Commission: Critical Access Hospital-no Joint Commission Certificate

**OSF Transitional Care Hospital**

500 W. Romeo B. Garrett Avenue

Peoria, IL 61605

License #: 0006262, Expiration 9/30/24

Joint Commission: 5/6/22, 36 months





# OSF HEALTHCARE

December 20, 2023

Ms. Debra Savage, Chairwoman  
Illinois Health Facilities and Services Review Board  
525 West Jefferson Street - 2<sup>nd</sup> Floor  
Springfield, IL 62761

Re: Addition of Pain Management  
Olympian Surgical Suites  
No Adverse Actions / Authorized Access to Information

Dear Chairwoman Savage:

I hereby certify that no adverse action has been taken against OSF Healthcare System ("OSF") or any facility owned or operated by OSF, directly or indirectly, within three years prior to the filing of this application. For the purpose of this letter, the term "adverse action" has the meaning given to it in the Illinois Administrative Code, Title 77, Section 1130.

I hereby authorize the Health Facilities and Services Review Board ("Board") and the Illinois Department of Public Health ("IDPH") to access any documentation they find necessary to verify any documentation or information submitted, including but not limited to official records of IDPH or other State agencies and the records of nationally recognized accreditation organizations. I further authorize the Board and IDPH to obtain any additional documentation or information that the Board or IDPH deems necessary to process the application.

If you have any questions, please contact Mark Hohulin, Senior Vice President, Healthcare Analytics, at 309-308-9656 or at [mark.e.hohulin@osfhealthcare.org](mailto:mark.e.hohulin@osfhealthcare.org).

Sincerely,

Robert C. Sehring, Chief Executive Officer  
OSF Healthcare System  
124 S.W. Adams Street  
Peoria, IL 61602

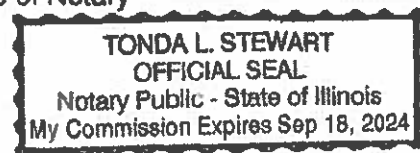
Notarization:

Subscribed and sworn to before me

this 20<sup>th</sup> day of December 2023

Signature of Notary

Seal



December 14, 2023

Ms. Debra Savage, Chairwoman  
Illinois Health Facilities and Services Review Board  
525 West Jefferson Street - 2<sup>nd</sup> Floor  
Springfield, IL 62761

Re: Addition of Pain Management - Olympian Surgical Suites  
Background of the Applicant – Ownership Interest - Sidney P. Rohrscheib, MD

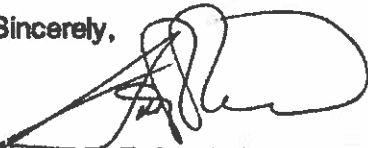
Dear Chairwoman Savage:

Section 1110.110(a) – Background of the Applicant requires certain information on individuals with a 5% or more ownership interest in the proposed health care facility. I, Sidney P. Rohrscheib, MD, own 25% of Olympian Surgical Suites, co-applicant on this project. The following certifications are made regarding my background:

1. No adverse action has been taken against Olympian Surgical Suites, directly or indirectly, within three years prior to the filing of this application. For the purpose of this letter, the term "adverse action" has the meaning given to it in the Illinois Administrative Code, Title 77, Section 1130. I have no ownership or operational interest in any other health care facility in Illinois.
2. I have not 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.
3. I have not been charged with fraudulent conduct or any act of moral turpitude.
4. I have no unsatisfied judgements against me.
5. There are no judgements, decrees, orders or directives of any court or any government agency against me.

If you have any questions, please contact me at 217-693-5700 or [sid@illinoisbariatric.com](mailto:sid@illinoisbariatric.com)

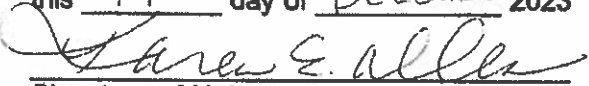
Sincerely,

  
Sidney P. Rohrscheib, MD, PC  
Olympian Surgical Suites  
1002 West Interstate Drive  
Champaign, IL 61822

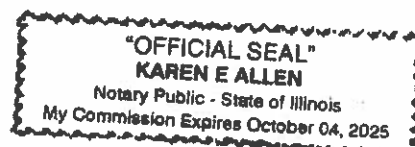
Notarization:

Subscribed and sworn to before me

this 14<sup>th</sup> day of December 2023

  
Signature of Notary

Seal



## PURPOSE OF THE PROJECT

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

Chronic pain, defined as pain lasting more than three months, is a debilitating condition. Chronic pain erodes quality of life by affecting the ability to work, perform daily life activities, and has been linked to depression, Alzheimer's disease and related dementias, higher suicide risk and substance use and misuse. Examples of chronic conditions and diseases are abdominal pain; nerve (neuropathic) pain; pain in the chest wall, jaw, face and pelvis; joint pain; post cancer treatment-related pain, and generalized pain. Pain is often difficult to manage because it is largely subjective; pain is basically invisible making it difficult for people to understand. Pain causes terrible suffering. Living with pain changes lives. It interferes with almost every aspect of one's life: mind, body and spirit.

According to the Centers for Disease Control, an estimated 20.9% of US adults (51.6 million persons) experience chronic pain, and 6.9% (17.1 million persons) experience high-impact chronic pain (chronic pain that results in substantial restriction of daily activities). Advanced pain-fighting techniques and ready availability to these services offer increasing hope for many people to live a healthy, happy and pain-free life. Even so, at least 40% of patients treated in the routine practice setting fail to achieve adequate relief from primary pain. Traditional treatment approaches are pain medication, physical therapy and psychological therapies. Interventional procedures often use injections for pain treatment. Often these conditions can't be cured, and the goal is to mitigate pain conditions.

Interventional pain management treats pain by injecting steroids and other anti-inflammatory medications to block nerve paths to the brain. Several examples are as follows: caudal injections for back pain, genicular nerve blocks for chronic knee pain, lumbar epidural steroid injection for certain causes of lower back pain (often for herniated disks or spinal stenosis), and injections for sciatica, osteoarthritis, tendinitis and fibromyalgia.

Chronic pain is both a personalized affliction as well as a significant public health challenge with significant health care costs and lost productivity. Moreover, pain is not quite an equal opportunity malady. While it affects people of all backgrounds and ages, it has a higher prevalence for adults with family income below the poverty level, among American Indian and Alaska native adults, bisexual adults and adults who are separated or divorced. Surprisingly, the incidence of chronic pain and high-impact chronic pain for persons born in the US is nearly twice as high as for persons born outside the US.

The plan for introducing pain management at Olympian Surgical Suites will offer interventional procedures to address many of these conditions. The following list describes the majority of procedures planned at the facility: .

1. Cervical, thoracic, and lumbar interlaminar epidural steroid injections.
2. Lumbar transforaminal epidural steroid injections.
3. Cervical, thoracic, and lumbar medial branch nerve blocks.
4. Cervical, thoracic and lumbar facet joint injections.
5. Thermal radio frequency ablation of cervical, thoracic and lumbar medial branch nerves.

6. Sacroiliac joint injections.
7. Neuromodulation trials (nerve stem trials)
8. Possible Stellate ganglion blocks and lumbar sympathetic blocks.
9. Interscalene, axillary, sciatic nerve blocks.
10. Intra articular injection of shoulder, knees, hips.
11. Platelet rich plasma / stem cell injections.
12. Possible balloon kyphoplasty.

In addition to introducing pain management, OSF will relocate three general surgeons and two gastroenterologists from Heart of Mary Medical Center to Olympian Surgical Suites. The five physicians will perform outpatient surgical and GI procedures at the ASTC, a lower cost setting that will reduce costs to patients and insurers, as well as increase the use of the underutilize surgery center.

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

OSF has selected Champaign and Vermilion Counties as the planning area for the project. With a combined population of 280,500, the counties include Champaign-Urbana and Danville. Together, the two counties are the source of 71% of the projected patient volume at Olympian Surgical Center.

Since it was established, surgery center's main procedures have been bariatric surgery, drawing from a large and relatively undefined geography in central Illinois. In 2022, the 246 cases came from a diffused 113 zip codes. The planned expansion of general surgery and gastroenterology cases and the introduction of pain management establishes the two counties as a more focused planning area. The table on the next page lists the zip codes of patient residence and projected volumes for the project.

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

The project is intended to address three issues related to the provision of pain management services in the area and the operation of the Olympian Surgical Suites. These are: a) limited pain management services in the Champaign-Urbana area are being further reduced by the retirement of one or more pain management specialists; b) utilization of the Olympian Surgery Suites is below State standards and declining; and c) under prior ownership, Olympian Surgical Suites has provided minimal Medicaid and financial support for patients needing assistance.

On the first topic, patients have had to wait one to two months to access pain management services. For persons with chronic pain that limits their ability to work and perform normal daily activities, this wait is excessive. In some cases, patients have chosen to travel to specialists and facilities outside the area for their care, on occasion traveling up to 50 miles each way. This situation is likely to worsen with the announced retirement of one of the most active pain management specialists in Champaign-Urbana.

The second issue is the low and declining utilization of the two ORs at Olympian Surgical Suites. The facility is authorized to perform general surgery, GI and plastic surgery. During the past three years, the main services have been bariatric and GI surgery. Case hours have declined from 351.5 in 2021 to 310.75 in 2022 to a projected 256 hours in 2023. These volumes are well below the standard of 1500 hours per OR per year. There is significant underutilized capacity at the facility.

Table - Zip Codes of Patient Residence - all sources

(Cells show patients treated in 2022 or 2023, year depending on data source)

		Historic annual volumes patients that will be treated at Olympian Surgical Suites					
Zip-code	Community	Total	Dr. Ogan	Champaign-Urbana	SafeWorks	Five OSF	Bariatric and GI
		All Sources		& Danville clinics		Surgeons	Surgery at OSS
Champaign County							
60949	Ludlow	9				4	5
61801	Urbana	67			2	65	
61802	Urbana	114		4	14	96	
61803	Urbana						
61815	Bondville	1				1	
61816	Broadlands	1				1	
61820	Champaign	89		5	12	69	3
61821	Champaign	162		4	9	143	6
61822	Champaign	116		5	5	101	5
61824	Champaign						
61825	Champaign	1				1	
61826	Champaign	1				1	
61840	Dewey	4				4	
61843	Fisher	7			2	5	
61845	Foosland						
61847	Gifford	7			3	4	
61849	Homer	16				16	
61851	Ivesdale	1					1
61852	Longview						
61853	Mahomet	55			3	49	3
61859	Ogden	9				8	1
61862	Penfield	4				4	
61863	Pesotum	7				7	
61864	Philo	9			2	6	1
61866	Rantoul	52		1	11	40	
61871	Royal	3				2	1
61872	Sadorus	3					3
61873	Saint Joseph	24		1	4	19	
61874	Savoy	42		1		40	
61875	Seymour	3				3	
61877	Sidney	3				1	2
61878	Thomasboro	8			3	5	1
61880	Tolono	17				15	2
Sub-total all Champaign Co		835	0	23	68	710	34
Vermilion County							
60932	East Lynn						
60942	Hoopeston	1		1			
60960	Rankin	1				1	
60963	Rossville	2		1		1	
60810	Allerton	1				1	
61811	Alvin						
61812	Armstrong						
61814	Bismark	1		1			
61817	Catlin	3		2		1	
61831	Collision	1				1	
61832	Danville	100		55	8	32	5
61833	Tilton	7		7			
61834	Danville	24		10	2	12	
61841	Fairmont	5			2	3	
61844	Fithian	4		1		3	
61846	Georgetown	14		9		5	
61848	Henning						
61850	Indianola	2		0		2	
61857	Muncie						
61858	Oakwood	16		4	7	5	
61865	Potomac			0			
61870	Ridge Farm	1		1			
61876	Sidell	2		1	1		
61883	Westville	8		4		3	1
Sub-total all Vermilion Co		193	0	97	20	70	6
Total, Champaign/Vermilion		1,028	0	120	88	780	40
All other Counties		419	60	16	39	141	163
Total Referrals		1,447	60	136	127	921	203

Finally, in the past three years and prior to the acquisition of the ASTC this June by OSF Healthcare System, Olympian Surgical Suites served primarily privately insured patients. Medicaid was not accepted, and there was only one Medicare patient. Access to government-insured patients and patients requiring financial assistance is being addressed now that the center is part of the OSF Healthcare System.

#### 4. Cite the sources of information

- HFSRB Profiles, 2021 and 2022 for Hospitals and for Ambulatory Surgical Treatment Centers
- HFSRB Inventory of Health Facilities and Services and Need Determinations, October 25, 2021.
- COMPdata, Illinois Hospital Association
- Patient records, Olympian Surgical Suites
- Patient records, SafeWorks Illinois Champaign
- Patient records, OSF Heart of Mary Medical Center
- Referral report, OSF clinics in the Champaign-Urbana and Danville areas, and Heart of Mary Medical Center
- "Chronic Pain Among Adults – United States, 2019 – 2021," Weekly / April 14, 2023 / 72(15):379-385, *Morbidity and Mortality Weekly Report (MMWR)*, US Centers for Disease Control

#### 5. Detail how the project will address the previously referenced issues, as well as the population status and well-being.

OSF has announced the recruitment of Dr. Brian Ogan, pain management specialist. Dr Ogan resides in Champaign and current practices exclusively in Effingham. He has many professional relationships with physicians in the Champaign-Urbana area. His active practice will help increase access to needed pain management services in the Champaign-Urbana area, as well as receive patients from physicians who are affiliated with other OSF hospitals in central Illinois and who do not have established referral patterns.

Much of the available capacity at Olympian Surgical Suites will be available for pain management procedures. These will include approximately 136 patients per year from four OSF clinics in Champaign-Urbana and Danville, and 127 patients annually from the Safeworks Illinois Champaign network. In addition, two general surgeons (Samuel Feinberg, MD and Sidney Rohrscheib, MD) will be shifting some of their outpatient surgical cases from HMMC. Two additional surgeons have recently been recruited and will be active at the Olympian Surgical Suites – W. Gregory Ward, MD, a general surgeon who came to Champaign about 6 months ago from Kentucky, and Jelena Surla, MD, a gastroenterologist recruited from Tennessee who arrived in October. Documentation of their volumes elsewhere in this permit application demonstrates that utilization in 2025 is expected to be between 1600 and 1700 hours, with future growth fully utilizing both ORs now at the center.

As stated, the acquisition of Olympian Surgical Suites by OSF Healthcare System in June, 2023 means that OSF's financial assistance program will be implemented at the surgery center. OSF embraces Medicare and participates in all Medicaid programs.

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

- Accommodate over 950 pain management cases at the Olympian Surgical Suites in 2025.
- Provide between 1600 and 1700 total hours of outpatient surgery, including pain management, at the center in 2025 (first full year of operation of the pain management program).
- Increase access for Medicare and Medicaid patients, consistent with OSF financial policies.
- Achieve full utilization of the two surgical ORs (approaching 3,000 annual hours at the center) by December 31, 2029.

## ALTERNATIVES

The selected project proposes to add pain management services at Olympian Surgical Suites. This new service, as well as the transfer of certain outpatient general surgery and gastroenterology cases from OSF Heart of Mary Medical Center in Urbana, will increase cases at the under-utilized surgery center to a level that meets annual State utilization standards.

During the planning phase, three other alternative projects were considered:

- Alternative 1: Expand the surgical center with pain management services and other service lines not currently approved at Olympian Surgical Suites.
- Alternative 2: Add pain management at OSF Heart of Mary Medical Center instead of at the Olympian Surgical Suites
- Alternative 3: Do nothing

Each of these alternatives is described below.

### Alternative 1: Expand the surgical center with pain management services and other service lines not currently approved at Olympian Surgical Suites.

Olympian Surgical Suites is approved for general surgery, gastroenterology and ophthalmology. The facility has been used over the past decade mostly for bariatric surgery, which is covered as part of general surgery. There is significant available capacity because of the low utilization for bariatric surgery cases.

OSF acquired a 75% ownership interest in the outpatient surgical center in June, 2023. Part of its motivation was to locate a pain management practice at the surgery center and recruit a known pain management specialist from outside the Planning Area. This recruitment would enhance the availability of pain management expertise within the OSF system in central Illinois.

OSF considered adding other new services not now approved at Olympian Surgical Suites and in addition to pain management to meet area needs and increase utilization of the surgery center. Instead of adding other services not now at Olympian Surgical Suites, it chose to transfer some outpatient general surgery cases and GI procedures now being done at OSF Heart of Mary Medical Center. The plan is to bring an annual volume of 900 to 1,000 cases from Heart of Mary Medical Center, through the assignment of 5 surgeons now at HMMC.

Two of these physicians were recruited to OSF Heart of Mary Medical Center in mid to late 2023: Dr. W. Gregory Ward, a general surgeon, and Dr. Jelena Surla, a gastroenterologist, recruited from Tennessee. Their practices are growing month by month. Collectively, the new pain management volumes, the outpatient surgery and GI procedures and continued bariatric cases have the potential of fully utilizing the two ORs at Olympian Surgical Suites within a few years.

New types of surgery would also likely require different equipment than is currently in place at the surgery center, potentially avoiding \$500,000 to \$1,000,000 in equipment costs. As a result, it was decided not to initiate other new surgery lines beyond pain management.



Alternative 2: Add pain management at OSF Heart of Mary Medical Center instead of at Olympian Surgical Suites.

The surgery department at OSF Heart of Mary Medical Center has available capacity to accommodate pain management cases. The option of requesting approval for pain management at the Urbana hospital was considered.

This alternative was rejected for two reasons. First, facility costs at the surgery center are significantly lower than at the hospital. Doing pain management cases at the surgery center will result in a cost savings benefitting patients and their insurers. Second, patients in general and for pain management in particular prefer the ease of access and the comfort of care in an outpatient setting at a freestanding building.

Alternative 3: Do nothing

OSF identified a need in the community for the provision of pain management within its facilities in the Champaign-Urbana and Danville area. This need is based on feedback by patients in the OSF system. None of the OSF facilities in the area provide pain management services. OSF is responding to the expressed needs of its patients.

Furthermore, Olympian Surgical Suites is an ideal location with high accessibility for the location of the pain management service. When OSF acquired the Olympian Surgical Suites, it did so with the realization that maintaining an under-utilized Olympian Surgical Center is not cost effective, and that pain management would fit well at the center and make use of available capacity there.

After consideration of all options, OSF leadership selected the option of locating pain management at Olympian Surgical Suites, and transfer existing general surgery and GI volumes to capitalize on the surgery center's available capacity.

## SIZE OF THE PROJECT

The project adds pain management as a covered service, and does not change the sq footage of Olympian Surgical Suites. The project to established the ASTC received HFSRB approval in 2007 at 11,507 dgsf. The next seven pages are taken from the Size of the Project section of that permit application, and are provided as documentation that there are no changes to the existing facility related to this current proposed project.

The following table shows the distribution of space between clinical and non-clinical functions. This is additional information to what had been submitted in 2007. It demonstrates that the clinical components of the project are within State standards for size.

Department/Service	Existing DGSF	State Standard (dgsf)	Difference	Met Standard?
Clinical Space				
Surgical ORs	3,182	2 x 2750 = 5500	-2318	YES
Recovery	1,398	8 x 180 = 1440	-42	YES
Anesthesia	87			NA
Support - nurse stations, other	2,889			NA
Total Clinical	7,556			
Non-clinical				
Reception	275			NA
Lobby/Waiting	1,034			NA
Lockers, lounges, break room	644			NA
Administration, office	262			NA
Consultation, conference rooms	195			NA
Building and mechanical systems	990			NA
Public toilet	226			NA
Storage	325			NA
Total Non-clinical	3,951			
Total dgsf	11,507			

**Criterion 1110.230.e. – Size of Project**

According to Part 1110 (Processing, Classification Policies and Review Criteria), the State norm for an ASTC is a maximum of 2,750 square feet per treatment room, plus 180 square feet per recovery area. As the proposed Surgery Center is 11,507 square feet for 2 treatment rooms and 8 post-procedure recovery rooms, the State norm is exceeded by 4,567 square feet, as calculated below.

**State Norm**

Procedure Rooms:  $2,750 \text{ square feet/room} \times 2 \text{ rooms} = 5,500 \text{ square feet}$

Recovery Beds:  $4 \text{ Recovery Stations/room} \times 2 \text{ rooms} = 8 \text{ Recovery Stations}$

$8 \text{ Recovery Stations} \times 180 \text{ square feet/station} = 1,440$

Total Space:  $5,500 \text{ square feet} + 1,440 \text{ square feet} = 6,940$

**Proposed Surgery Center**

11,507 square feet

**Difference**

State Norm – Proposed Surgery Center =  $11,507 - 6,940 = 4,567$

The proposed Surgery Center's space will exceed the State norm because the scope of the project requires additional space to accommodate the extra-large equipment and furniture, as described further in ATTACHMENTS GRC-3 and GRC-4. In addition, the special needs of morbidly obese patients require larger operating and recovery rooms.

**Criterion 1110.230.e. – Size of Project**

The Planning Board does not establish utilization criteria for ASTCs, other than the requirement for 1,500 surgery hours annually per operating room. The Applicant has documented sufficient referrals to meet the Planning Board's standards for two operating rooms (as further detailed in ATTACHMENT GRC-4). The Applicant expects that its utilization will increase each year as Medicare and other third-party payors increase coverage of bariatric surgery.

**SECTION VII. REVIEW CRITERIA RELATING TO ALL MODERNIZATION PROJECTS (MOD)**

This section is applicable to all projects proposing modernization. Modernization includes, but is not limited to: expanding a department, acquiring major medical equipment, remodeling, or constructing additions or new buildings.

**A. Specific Information Requirements**

Indicate if the following areas or departments are to be modernized and provide the information as applicable.

1. AMBULATORY CARE (Include all outpatient clinics) -- Is this area being modernized? Yes ☐ No ☒

If yes, provide:

- a. The number of visits for each of the last three years:

Year \_\_\_\_\_  
Number \_\_\_\_\_

- b. The number of treatment/examination rooms: Existing \_\_\_\_\_ Proposed \_\_\_\_\_

2. AMBULATORY SURGERY TREATMENT CENTERS-- Is this area being modernized? Yes ☒ No ☐

If yes, provide: N/A: New Facility

- a. The number of procedures for each of the last three years:

Year \_\_\_\_\_  
Number \_\_\_\_\_

- b. The number of visits for each of the last three years:

Year \_\_\_\_\_  
Number \_\_\_\_\_

- c. The number of operating rooms for each of the last three years:

Year \_\_\_\_\_  
Number \_\_\_\_\_

3. CARDIAC CATHETERIZATION -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the number of inpatient, outpatient, and total procedures (patient visits) performed on adults and on pediatric patients for each of the past three years:

	ADULT		PEDIATRIC
Year	_____	Year	_____
Inpatient	_____	Inpatient	_____
Outpatient	_____	Outpatient	_____
Total	_____	Total	_____

4. EEG DEPARTMENT OR AREA -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the number of inpatient, outpatient, and total procedures for each of the past three years:

_____	Year	_____
	Inpatient	_____
	Outpatient	_____
	Total	_____

5. EKG DEPARTMENT OR AREA -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the number of inpatient, outpatient, and total procedures for each of the past three years:

_____	Year	_____
	Inpatient	_____
	Outpatient	_____
	Total	_____

6. HEMODIALYSIS SERVICES -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the following information:

- a. The number of treatment stations: existing \_\_\_\_\_ proposed \_\_\_\_\_
- b. The number of treatments performed for each of the last three years:

Year	_____
Treatments	_____

7. LABOR-DELIVERY-RECOVERY -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the following information:

- |                               |  |
|-------------------------------|--|
| a. The number of              | b. The number of procedures and deliveries for each of the last three years: |
| Labor rooms _____             | Year _____   |
| Delivery/birthing rooms _____ | Procedures _____   |
| Recovery stations _____       | Deliveries _____   |
| LDR's _____                   |  |
| LDRP rooms _____              |  |

8. LABORATORY SERVICES -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the number of equivalent full-time employees (FTE's) employed in the laboratory \_\_\_\_\_

9. MAGNETIC RESONANCE IMAGING -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the following information for each of the last three years:

Year	_____
Number of visits	_____
Number of scans	_____

10. NURSERY (other than neonatal intensive care units) -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the following for each of the last three years:

Year	_____
Number of newborns	_____
Number of patient days	_____

11. OCCUPATIONAL THERAPY -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the following information for each of the last three years:

Year	_____
Inpatient treatments	_____
Outpatient treatments	_____
Number of visits	_____

12. PHYSICAL THERAPY -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the following information for each of the last three years.

Year	_____
Inpatient treatments	_____
Outpatient treatments	_____
Total treatments	_____
Number of visits	_____

13. PULMONARY FUNCTION -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the following information for each of the last three years.

Year	_____
Inpatient procedures	_____
Outpatient procedures	_____
Total procedures	_____
Number of visits	_____

14. RECOVERY (SURGICAL) -- Is this area being modernized? Yes ☒ No ☐

If yes, provide the existing and proposed number of stations by type:

	Existing	Proposed
Inpatient	0	0
Outpatient Stage I	0	2
Outpatient Stage II	0	6

15. RESPIRATORY THERAPY -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the following information for each of the last three years.

Year	_____
Inpatient treatments	_____
Outpatient treatments	_____
Total treatments	_____
Number of visits	_____

16. DIAGNOSTIC RADIOLOGY -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the following information classifying procedure rooms as general or special according to the type of machines employed.

## General machines are:

- Radiographic
- Fluoroscopic
- Radiographic/Fluoroscopic
- Tomographic (linear)

## Special machines are:

- Angiographic
- CT Scanner
- Mammography
- Sonographic (ultrasound)
- Tomographic (multi-directional)

- a. Provide the number of existing and proposed general procedure rooms by machine type.
- b. Provide the number of existing and proposed special procedure rooms by machine type.

**APPEND DOCUMENTATION AS ATTACHMENT MOD-1A AFTER THE LAST PAGE OF THIS SECTION.**

17. EMERGENCY SERVICES -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the following information:

- a. The number of existing and proposed treatment/examination rooms;
- b. A list of any of the above rooms that are or will be used for purposes other than general treatment;
- c. The number of visits for each of the last three years.

**APPEND DOCUMENTATION AS ATTACHMENT MOD-1B AFTER THE LAST PAGE OF THIS SECTION.**

18. INPATIENT BED AREA -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the following information:

- a. The number of existing and proposed private rooms, semi-private rooms, and three or more occupancy rooms (by category of service for each type of room) for the entire facility and for the project;
- b. Line drawings showing the configuration of the unit(s) being modernized.

**APPEND DOCUMENTATION AS ATTACHMENT MOD-1C AFTER THE LAST PAGE OF THIS SECTION.**



19. NUCLEAR MEDICINE -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the following information:

- a. A list of the existing and proposed major pieces of equipment;
- b. The existing and proposed number of procedure rooms;
- c. The number of inpatient, outpatient, and total procedures done for each of the last three years;
- d. A breakdown of the procedures into types of procedures and machine time/procedure for the last year.

APPEND DOCUMENTATION AS ATTACHMENT MOD-1D AFTER THE LAST PAGE OF THIS SECTION.

20. RADIATION THERAPY -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the following information:

- a. The number of treatments and the number of "courses of treatment" for each of the last three years;
- b. A list of the existing and proposed pieces of megavoltage equipment.

APPEND DOCUMENTATION AS ATTACHMENT MOD-1E AFTER THE LAST PAGE OF THIS SECTION.

21. SURGERY -- Is this area being modernized? Yes ☐ No ☒

If yes, provide the following information:

- a. The existing and proposed number of procedure rooms. Indicate the use of these rooms such as general, open heart, eye, endoscopy, and cystology. Indicate how many rooms are dedicated solely to outpatient surgery, solely to inpatient surgery, and how many are used for both.
- b. The inpatient, outpatient, and total hours of utilization (including clean-up and set-up time) for each of the last three years;
- c. The total hours of utilization (including clean-up and set-up time) for each type of procedure room for each of the last three years;
- d. The number of inpatient, outpatient, and total surgical visits for each type of surgical specialty for each of the last three years.

APPEND DOCUMENTATION AS ATTACHMENT MOD-1F AFTER THE LAST PAGE OF THIS SECTION.

22. OTHER DEPARTMENTS OR AREAS -- Are any other areas being modernized? Yes ☐ No ☒

If yes, identify the area(s) and provide workload data for each area for each of the last three years.

APPEND DOCUMENTATION AS ATTACHMENTS MOD-1G, MOD-1H, MOD-1I, MOD 1J, etc. AFTER THE LAST PAGE OF THIS SECTION.

## PROJECT SERVICES UTILIZATION

The project proposes to add pain management services and expand general surgery and gastroenterology procedures at Olympian Surgical Suites. The sources of referral of pain management patients are documented in the following section of this permit application. General surgery and gastroenterology cases are being transferred from OSF Heart of Mary Medical Center, to supplement the existing and continuing surgical volumes at OSS.

The formulas for computing future utilization are as follows:

## Pain Management cases:

- a) 60 patients of Dr Brian Ogan currently in Effingham  
 $60 \text{ patients} \times 3 \text{ procedures/year/patient} \times .583 \text{ hours per procedure} = 105 \text{ hours}$
- b) 136 patients referred from OSF clinics in Champaign-Urbana and Danville  
 $136 \text{ patients} \times 3 \text{ procedures per patient} \times .583 \text{ hours per procedure} = 238 \text{ hours}$
- c) 127 patients referred from SafeWorks Illinois Champaign industrial medicine clinic  
 $127 \text{ patients} \times 3 \text{ procedures per year} \times .583 \text{ hours per procedure} = 222 \text{ hours}$

## General Surgery and gastroenterology from HMMC

- d) 921 cases x 0.93 hours per procedure = 854 hours

## Continuation of bariatric and GI surgery at OSS

- e) 203 patients x 1.26 hours per procedure = 256 hours

These sources total 1,447 patients (2,093 procedures, 1,675 hours) for 2025, the first full year after the implementation of the pain management program. 323 patients (969 procedures) are pain management, 1,124 patients (1,124 procedures) are general surgery, GI and bariatric surgery. The implementation of pain management is expected to begin by June 1, 2024. The transfer of surgical cases from HMMC will occur at the beginning of 2024. Achievement of 1,675 hours of utilization will occur in 2025, the first full year of the pain management program.

As a result, the following table provides hours of utilization for Olympian Surgical Suites for the next two years.

Year	Historic Utilization (hours)	Projected Utilization (hours)	State Standard	Meet Standard?
2022	311		1,500 hrs/rm/yr	No
2023	256		1,500 hrs/rm/yr	No
2024		1,250	1,500 hrs/rm/yr	No
2025		1,675	1,500 hrs/rm/yr	Yes

## 1110.235 ADDITION OF ASTC SERVICE – PAIN MANAGEMENT

The project proposes the addition of pain management at Olympian Surgical Suites and the expansion of the existing general surgery and gastroenterology services at the facility. “Expansion” means the increased volumes of surgical and GI cases; there is no facility modification or expansion of the size of this facility related to this project.

### 1110.235(c)(2)(B)(i) and (ii) Service to GSA Residents

Table A on the following page lists zip codes of the Geographic Service Area (GSA) within 17 miles of Olympian Surgical Suites, 1002 Interstate Drive, Champaign. The population of the GSA is 165,527.

Historically, the GSA is not a good template for patient origin analysis for this project. Of the 203 patients having procedures at the surgery center in 2023, only 23 reside within the GSA. These patients reside in 9 of the 19 zip codes in the GSA. In other words, no patients resided in the majority (10) of GSA zip codes. The procedures performed were primarily bariatric surgery, and the geographic area where these patients reside is extremely diffused, covering 113 zip codes throughout Illinois.

In June 2023, OSF Healthcare System acquired Olympian Surgical Suites. No longer will bariatric surgery be the dominant service provided at the ASTC. OSF’s plan is to introduce pain management at Olympian Surgical Suites, to be directed by Brian Ogan, MD. Dr. Ogan has been providing pain management services in Effingham, and will be relocating his work to Champaign. In addition, OSF clinics in the Champaign-Urbana and Danville areas are committed to refer pain management patients to Dr. Ogan at Olympian Surgical Suites. The 17 mile radius from the site of Olympian Surgical Suites does not fit with the locations of patients who will be treated at the facility. Specifically, Danville is not part of the GSA, and most of Dr. Ogan’s historic volume is in the Effingham region, which does not overlap the GSA.

Additional pain management patients will be referred from SafeWorks Illinois, an industrial medicine clinic located in Champaign. The project also involves the expansion of general surgery and gastroenterology, associated with the shifting of outpatient surgical cases from OSF Heart of Mary Medical Center in Urbana.

CON regulations allow applicants to self-define planning areas for projects. During the planning phase of this project, OSF selected Champaign County (containing Champaign-Urbana) and Vermilion County (adjacent and to the east of Champaign County and containing Danville) as the service area (Planning Area) for the project. Table B in this section presents the zip codes and population of Champaign and Vermilion counties. The total population of the counties is 280,504.

This Planning Area is the source of 71% of patients for the project, as explained in the next section.

### 1110.235(c)(3) Service Demand – Additional ASTC Service

The project has two major components: 1) the addition of pain management at Olympian Surgical Suites and 2) the expansion of the existing general surgery and GI services, the result of regional services and

Table A - Geographic Service Area (GSA)

Zip Codes in whole or in part within 17 miles  
of Olympian Surgery Suites  
1002 W. Interstate Drive, Champaign

Zip Code	Community Name	Population
61801	Urbana	31,302
61802	Urbana	19,390
61821	Champaign	29,787
61822	Champaign	25,637
61840	Dewey	720
61843	Fisher	2,666
61851	Ivesdale	486
61853	Mahomet	14,659
61854	Mansfield	1,597
61859	Ogden	1,452
61864	Philo	1,925
61866	Rantoul	13,807
61872	Sadorus	796
61873	St. Joseph	6,605
61874	Savoy	6,549
61875	Seymour	959
61878	Thomasboro	1,479
61880	Tolono	4,504
61884	White Heath	1,207
TOTAL		165,527

Table B - Population by Zip Code  
 Champaign County and Vermilion County - Planning Area  
 Source: zip-codes.com, Nov. 1, 2023

**Champaign County**

Zip Code	Community Name	Population
60949	Ludlow	501
61801	Urbana	27,658
61802	Urbana	19,460
61803	Urbana	0
61815	Bondville	339
61816	Broadlands	482
61820	Champaign	40,822
61821	Champaign	29,057
61822	Champaign	25,091
61824	Champaign	0
61825	Champaign	0
61826	Champaign	0
61840	Dewey	784
61843	Fisher	2,527
61845	Foosland	352
61847	Gifford	1,188
61849	Homer	1,715
61851	Ivesdale	425
61852	Longview	205
61853	Mahomet	14,218
61859	Ogden	1,119
61862	Penfield	456
61863	Pesotum	827
61864	Philo	1,637
61866	Rantoul	13,459
61871	Royal	308
61872	Sadorus	748
61873	Saint Joseph	5,911
61874	Savoy	8,739
61875	Seympour	802
61877	Sodney	1,585
61878	Thomasboro	1,347
61880	Tolono	4,317
TOTAL		206,079

**Vermilion County**

Zip Code	Community Name	Population
60932	East Lynn	90
60942	Hoopeston	5,731
60960	Rankin	923
60963	Rossville	1,636
60810	Allerton	329
61811	Alvin	666
61812	Armstrong	275
61814	Bismark	1,206
61817	Catlin	2,490
61831	Collision	133
61832	Danville	32,878
61833	Tilton	1,968
61834	Danville	7,895
61841	Fairmont	1,307
61844	Fithian	1,027
61846	Georgetown	4,669
61848	Henning	202
61850	Indianola	511
61857	Muncie	177
61858	Oakwood	2,756
61865	Potomac	1,359
61870	Ridge Farm	1,186
61876	Sidell	671
61883	Westville	4,340
TOTAL		74,425

facilities planning by OSF. In addition, the ASTC will continue to perform bariatric surgery for patients in central Illinois.

The Table C displays patient origin and patient volume information for patients who received either pain management services, outpatient surgery or GI procedures in the Planning Area. These are the base volumes that will be shifted to Olympian Surgical Suites. The table also shows in five separate columns the five components of volume by source of patients: a subset of Dr. Ogan's patients from Effingham, pain management patients referred from OSF clinics in the Champaign-Urbana and Danville areas, and pain management referrals from the Safeworks industrial medicine clinic. The table shows the reassignment of outpatient surgical cases performed by three OSF general surgeons and 2 OSF gastroenterologists at OSF Heart of Mary Medical Center in Urbana. More detailed documentation of the patient origin volumes by each of these specific sources is covered in the next part of this section.

#### 1110.235(c)(3)(A) and (B) Historical Referrals and Projected Service Demand

The five components of future patient volumes at OSS that were highlighted in Table C are presented in detail as follows.

##### 1) Pain management patients seen by Dr. Ogan in Effingham, who will choose to continue to receive care by Dr. Ogan at Olympian Surgical Suites in Champaign (estimated at 15% of his 2022 patient cases).

Dr. Brian Ogan plans to relocate to Champaign and establish his pain management practice there. OSF has recruited him to run the pain management service at Olympian Surgical Suites. His current practice is at Effingham Ambulatory Surgery Center. Effingham is about 75 miles south of Champaign. The majority of patients he treats in Effingham will remain there, but certain patients with an established relationship plan to travel to Olympian Surgical Suites for appointments with him. A conservative estimate is that 15% of Dr. Ogan's patients in Effingham will continue under his care in Champaign.

In CY 2022, Dr. Ogan performed 1,123 pain management procedures. Based on YTD volumes in 2023, his CY 2023 volume is estimated at 1,190. 15% of the 2023 volume is 180 cases (60 patients), expected to be part of his caseload at Olympian Surgical Suites. Dr. Ogan's letter of commitment and patient origin data are shown in Exhibit A at the end of this section of the permit application. Due to the distance from Effingham, none of those patients reside in the planning area of Champaign and Vermilion counties.

##### 2) Pain management patients referred by OSF physicians at OSF clinics in the Champaign-Urbana area and the Danville area and OSF Heart of Mary Medical Center (HMMC) in Urbana and OSF Sacred Heart Medical Center (SHMC) in Danville.

A key source of referrals to Olympian Surgical Suites for pain treatment is from OSF physicians at four OSF clinics and the two OSF hospitals in the area – OSF Heart of Mary Medical Center in Urbana, and OSF Sacred Heart Medical Center in Danville. 7 OSF physicians in the Danville area and 11 OSF physicians in Champaign-Urbana referred 198 patients in FY 2022 and 232 in FY 2023 for pain treatments. Some of these were referred to facilities that are not hospitals or ASTCs, and are not licensed by IDPH. Deducting these and not counting them in the future count of referrals to Olympian Surgical Suites reduces the referrals count to 129 in 2022 and 136 in 2023. These patients will be referred to Olympian Surgical Suites for pain management.

Table C - Zip Codes of Patient Residence - all sources

(Cells show patients treated in 2022 or 2023, year depending on data source)

		Historic annual volumes patients that will be treated at Olympian Surgical Suites					
Zip-code	Community	Total All Sources	Dr. Ogan	Champaign-Urbana & Danville clinics	SafeWorks	Five OSF Surgeons	Bariatric & GI Surgery at OSS
Champaign County							
60949	Ludlow	9				4	5
61801	Urbana	67		2		65	
61802	Urbana	114		4	14	96	
61803	Urbana						
61815	Bondville	1				1	
61816	Broadlands	1				1	
61820	Champaign	89		5	12	69	3
61821	Champaign	162		4	9	143	6
61822	Champaign	116		5	5	101	5
61824	Champaign						
61825	Champaign	1				1	
61826	Champaign	1				1	
61840	Dewey	4				4	
61843	Fisher	7			2	5	
61845	Foosland						
61847	Gilford	7			3	4	
61849	Homer	16				16	
61851	Ivesdale	1					1
61852	Longview						
61853	Mahomet	55			3	49	3
61859	Ogden	9				8	1
61862	Penfield	4				4	
61863	Pesotum	7				7	
61864	Philo	9			2	6	1
61866	Rantoul	52		1	11	40	
61871	Royal	3				2	1
61872	Sadorus	3					3
61873	Saint Joseph	24		1	4	19	
61874	Savoy	42		1		40	
61875	Seymour	3				3	
61877	Sidney	3				1	2
61878	Thomasboro	8			3	5	1
61880	Tolono	17				15	2
Sub-total all Champaign Co		835	0	23	68	710	34
Vermillion County							
60932	East Lynn						
60942	Hoopeston	1		1			
60960	Rankin	1				1	
60963	Rossville	2		1		1	
60810	Allerton	1				1	
61811	Alvin						
61812	Armstrong						
61814	Bismark	1		1			
61817	Catlin	3		2		1	
61831	Collision	1				1	
61832	Danville	100		55	8	32	5
61833	Tilton	7		7			
61834	Danville	24		10	2	12	
61841	Fairmont	5			2	3	
61844	Fithian	4		1		3	
61846	Georgetown	14		9		5	
61848	Henning						
61850	Indianola	2		0		2	
61857	Muncie						
61858	Oakwood	16		4	7	5	
61865	Potomac			0			
61870	Ridge Farm	1		1			
61876	Sidell	2		1	1		
61883	Westville	8		4		3	1
Sub-total all Vermillion Co		193	0	97	20	70	6
Total, Champaign/Vermillion		1,028	0	120	88	780	40
All other Counties		419	60	16	39	141	163
Total Referrals		1,447	60	136	127	921	203

The Chief Medical Officers (CMOs) at the two OSF hospitals have written letters of commitment on behalf of the physicians making referrals. The patient origin tables accompanying these letters affirms that 120 of the 136 referrals (88%) are residents of the planning area, Champaign and Vermilion counties. The table also identifies the number of facilities to which these physicians have referred these pain management patients. The letters of commitment and patient origin table are shown in Exhibit B at the end of this section of the permit application.

### 3) Pain management patients referred from SafeWorks Illinois Champaign.

Dr. Ogan has an established relationship with SafeWorks, an industrial medicine network in Champaign. In the last three years, SafeWorks has referred 132 patients for pain treatment in 2021, 87 in 2022 and 127 in 2023. Dr. Fletcher, Medical Director of Safeworks, has written a letter of commitment to refer 127 patients to Olympian Surgical Suites for pain management after the establishment of the service there. The patient origin table accompanying his letter affirms that 88 of the 127 patients are residents of the planning area. The table also references the facilities to which these patients have been referred in the past. Exhibit C at the end of this section contains Dr. Fletcher's letter of commitment to refer and the patient origin table for these cases.

### 4) Outpatient surgical cases performed by 3 general surgeons and two gastroenterologists at HMMC.

Apart from introducing pain management at Olympian Surgical Suites, OSF has planned additional outpatient surgical care at the underutilized facility. The goal is to increase utilization of the ORs and recovery stations at OSS by transferring cases now being done at OSF Heart of Mary Medical Center in Urbana. Five physicians (3 general surgeons and 2 gastroenterologists) who have been doing outpatient cases at the hospitals will be transferring cases to OSS. This will benefit the community by providing care in a less expensive facility setting, thereby reducing the cost of care for patients and insurers.

The five surgeons have submitted letters of commitment to refer patients and conduct surgeries at Olympian Surgical Suites. Collectively, these surgeons commit to conduct 921 cases at Olympian Surgical Suites, matching their 2023 caseloads.

Samuel J. Feinberg, MD: 122 surgical procedures  
 Sidney P. Rohrscheib, MD: 57 procedures  
 David Gerard Rzepczynski, MD: 608 procedures  
 W. Gregory Ward, MD: 63 procedures (partial year)  
 Jelena Surla, MD: 70 procedures (partial year)

The patient origin table affirms that 780 of the 921 cases are residents of the planning area. Three of the surgeons are general surgeons: Samuel J. Feinberg, MD, Sydney P. Rohrscheib, MD, and W. Gregory Ward. Two are GI gastroenterologists: David Gerard Rzepczynski, MD and Jelena Surla, MD. General surgery and GI are two of the approved services at Olympian Surgical Suites. It is important to note that Dr. Ward, a general surgeon, joined the staff in the Spring, 2023 from Kentucky, and Dr. Surla joined in October, 2023 from Tennessee. Accordingly, their historic volumes are low because of their limited time at the OSF hospital. Their projected volumes cannot be forecast to exceed their historical levels, as reflected in the above table. However, it is expected that their volumes will increase over time.

Their letters of commitment and supporting patient origin tables are included in Exhibit D at the end of this section of the permit application.



5) Continuation of bariatric surgery cases done at Olympian Surgical Suites.

Bariatric surgery cases will continue at the surgery center. As previously stated, the service draws patients from a large, diffused area. In 2023, only 40 of the 203 cases were from the planning area of Champaign and Vermilion counties, with the significant majority of cases being from outside the area.

Collectively, these five sources of patients will result in the treatment of 1,447 patients (2,093 procedures totaling 1,675 hours). 1,675 total hours will meet the State's occupancy standards for the two existing ORs at Olympian Surgical Suites. Table D summarizes the volumes and the facilities to which the referrals counted in Table C were made.

Table D. Referrals of pain management cases and locations of surgical and GI procedures that will be transferred to Olympian Surgical Suites

Sources of Referral	Historic volume		Referrals to Olympian Surgical Suites		
	2022	2023	Patients	Procedures	Hours
1. Cases referred / performed by Dr. Ogan (procedures) at Effingham Ambulatory Surgery Center	1,123	1,190	60	180	105
2. Pain management referrals by OSF physicians at OSF HMMC and SHMC and 4 associated clinics in Champaign-Urbana and Danville (MRNs - patients)					
Total referred:	198	232	136	408	238
a) referred to:					
Champaign Surgery Center at the Fields	81	106			
The Carle Foundation Hospital	48	30			
b) Facilities not licensed by IDPH (not counted for CON)	19	30			
c) Practice not specified, not on file (not counted for CON)	45	66			
3. Pain management patients referred by SafeWorks (patients)		127	127	381	222
Referred to:					
a) Memorial Springfield		68			
b) OSF St. Joseph Medical Center		26			
c) Decatur Memorial		22			
d) Carle Foundation Hospital		3			
e) Champaign Surgery Center at the Fields		2			
f) Saint Mary's Decatur		3			
g) Gibson Community Hospital		3			
4. Outpatient surgical cases by surgeons and gastroenterologists at OSF Heart of Mary Med Center (cases)	591	921	921	921	854
5. Bariatric and GI surgery at OSS - continuation of current service (cases)	246	203	203	203	256
TOTAL			1,447	2,093	1,675

The table reflects that some of the sources of historic referrals count individual patients, and others count procedures (cases). For pain management, an average patient will have three procedures during a year. The right side of the table uses this actual experience to convert numbers of patients to numbers of procedures. Actual experience also confirms that a typical pain management procedure is 35 minutes (0.583 hours counting procedure time, room prep and clean-up). This average time is used to compute hours for the individual pain management source volumes.

For reference, the locations of facilities noted in the table are as follows:

Effingham Ambulatory Surgery Center, 904 W. Temple Effingham, IL 62401  
 Champaign Surgery Center at the Fields, 3103 Fields South Drive Champaign, IL 61822  
 The Carle Foundation Hospital, 611 W. Park St Urbana, IL 61801  
 Springfield Memorial Hospital, 701 N. First Street Springfield, IL 62781  
 OSF St. Joseph Medical Center, 2200 E. Washington Street, Bloomington, IL 61701  
 Decatur Memorial Hospital, 2300 N. Edwards St. Decatur, IL 62526  
 St. Mary's Hospital, 1800 E. Lake Shore Drive Decatur, IL 62521  
 Gibson Area Hospital, 1120 N. Melvin St. Gibson City, IL 60936

#### 1110.235(c)(5)(A) and (B) Treatment Room Need Assessment

The table below summarizes case volumes from the previous section of this permit application and case times associated with those volumes. The data shows that total surgical time, counting room preparation, procedure time and clean up, is 1,675 hours per year. This volume exceeds the State standard of 1,500 hours per room per year, indicating the need for the existing second OR. There are two ORs at Olympian Surgical Suites. The project does not add operating room or recovery room capacity, and increases the utilization of the currently underutilized facility.

Table E. Total surgery time based on volumes and historic patient referral volumes

	Projected cases , procedures (annual)	Total hours (annual)
Source of Cases/procedures:		
1. Cases referred /performed by Dr Ogan at Effingham Ambulatory Surgery Center	180	105
2. Pain management referrals by OSF physicians at OSF HMMC and 4 associated OSF clinics in Champaign-Urbana and Danville	408 (1)	238 (2)
3. Pain management cases referred by SafeWorks	381 (1)	222 (2)
4. Outpatient surgical cases by surgeons and gastroenterologists now at OSF Heart of Mary Medical Center	921	854 (3)
5. Bariatric and GI surgery at OSS - continuation of current service	203	256 (4)
Total hours		1,675

## Notes

1. Average of three treatments per year per pain management patient
2. Average pain management procedure time of 35 minutes (.583 hours)
3. Average 56 minutes outpatient surgery times for Drs Feinberg, Rohrscheib, Rzepczynski, Ward and Surla
4. Average 76 minutes for bariatric cases at Olympian Surgical Suites

OSF Healthcare System became the majority owner of Olympian Surgical Suites in June, 2023. Under OSF's direction, the addition of pain management and the transfer of outpatient general surgery cases and GI cases from OSF Heart of Mary Medical Center in nearby Urbana will increase the utilization of the surgery center.

There are three factors relevant to the OSF strategy. First, OSF will increase access to pain management and outpatient surgery for Medicare and Medicaid patients. Over the past three years before the change of ownership, OSS treated virtually no publicly funded patients. Under OSF, Medicare and Medicaid patients will be served at the facility, as is the case throughout the OSF system. OSF financial assistance policies will be in place at the surgery center.

Second, waiting times for pain management in the area have increased, and are now approaching two months for some patients. This is a significant wait for people with chronic pain that is debilitating, affecting their ability to perform normal daily activities and their ability to work. The retirement of a pain management specialist in the area will increase this access issue. The recruitment of Dr. Ogan will assure the timely provision of pain relief services at Olympian Surgical Suites.

Third, OSS's facility cost is significantly below the hospital-based rates charged for outpatient surgery at Heart of Mary Medical Center. As a result, costs to patients and insurers will be reduced compared to hospital charges, thereby increasing the affordability of and access to care.

Pain management services are not provided at OSF Heart of Mary Medical Center, but selected outpatient general surgery and GI cases will be transferred from the hospital to the surgery center. There is sufficient OR capacity at Heart of Mary Medical Center. Annual patient volumes for inpatient and outpatient surgery at Heart of Mary Medical Center are not stressing capacity, and as a result, not all ORs are in use. It is not a purpose of the project to relieve pressures on OR utilization at HMMC.

#### 1110.235(c)(7) Unnecessary Duplication/Maldistribution

The 17 mile GSA has a total population of about 165,500. The following table presents the hospitals and ASTC facilities within the GSA.

Table F - Surgical facilities within the 17 mile GSA

Facility name	Surgical facility size	Annual hours
Carle Foundation Hospital	20 ORs	33,246
611 W. Park St. Urbana, IL	10 procedure rooms	8,058
Champaign Surgery Center at the Fields	8 ORs	9,668
3103 Fields South Drive, Champaign, IL	4 procedure rooms	3,773
OSF Heart of Mary Medical Center	15 ORs	7,145
1400 W. Park St, Urbana, IL	0 procedure rooms	
Olympian Surgical Suites (Year 2022)	2 ORs	311
1002 Interstate Dr Champaign, IL	0 procedure rooms	

According to the HFSRB's Inventory of Facilities – Profiles, two of the facilities provided pain management services: Carle Foundation Hospital (459 hours in 2021) and Champaign Surgery Center at the Fields (20 hours in 2022.)

The project does not increase the number of ORs in the area. The purpose of the project is to better utilize existing OR capacity at Olympian Surgical Suites. On this basis, the project does not contribute to maldistribution of surgical services in the Geographic Service Area.

#### Impact on Area Facilities

As previously stated in this section, some of the pain management patients to be treated at Olympian Surgical Suites are now being treated at other facilities in the GSA area. These projected referrals are small volume: an estimated 136 patients at Carle Foundation Hospital and Champaign Surgery Center at the Fields (referred from the OSF clinics in Champaign-Urbana or Danville), and 5 patients at the same

facilities (referred from SafeWorks Illinois Champaign). Any reductions in their facility volumes are a small percentage of their total volumes shown in Table F.

The transfer of outpatient general surgery and GI cases by five surgeons and gastroenterologists now at OSF Heart of Mary Medical Center in Urbana is an internal transfer within the OSF system, from one OSF hospital to OSF's Olympian Surgical Suites. This transfer will improve utilization of the surgery center, and will offer outpatient surgical procedures at a lower cost than in the hospital setting.

#### 1110.235(c)(8) Staffing

The additional volume of cases at Olympian Surgical Suites will be supported by staff already on site providing bariatric surgery, and staff that can be relocated from OSF Heart of Mary Medical Center under an employee lease agreement.

Nurse staffing, recruitment and retention remains a focus for 2024 and beyond. Over the last two years, OSF Heart of Mary Medical Center has decreased turnover by over 50% since October 2022 and decreased reliance on travel staff by 11 FTES. In fact, as of December 4, 2023, OSF Heart of Mary Medical Center does not have any RN travelers. OSF HMMC works closely with Parkland College, U of I Urbana and OSF College of Nursing to provide clinical education as well as employment opportunities to students enrolled in degree programs. Nurse externship and LPN to RN programs are two examples.

Recruitment for ancillary and support staff including surgical technicians takes place at community-related job fairs in the area and at their respective schools and colleges. The Hospital continues to expand clinical sites to area schools as a method for recruitment. In addition, OSF often uses web-based programs and traditional sites and methods such as [nurse.com](https://www.nurse.com), [monster.com](https://www.monster.com), [careerbuilder.com](https://www.careerbuilder.com), National Healthcare Career Network, Sun-Times Network, Chicago Tribune, and job fairs. Salaries are competitive and select qualifying employees seeking career advancement benefit from educational support programs.

Where there are opportunities and interest on the part of its employees, OSF enables the transfer of employees from the other OSF facilities in Illinois. For example, the system's human resource program assures that nurses and other staff at facilities undergoing transition, such as the closures of the obstetric units at OSF Heart of Mary Medical Center and the OSF Saint James-John W. Albrecht Medical Center in Pontiac, receive priority consideration for placement at other hospitals in the system.

All staffing requirements of licensure and the Joint Commission and other nationally recognized accrediting organizations will be met. Dr. Brian Ogan will serve as medical director of the pain management program. He has been a pain management specialist for all of his 17 years of practice, and is board certified.

#### 1110.235(c)(9) Charge Commitment

The table on the following page lists facility charges at Olympian Surgical Suites for pain management procedures, as well as charges for other surgical procedures at the center. As required, the letter in this section affirms that these charges will not be increased for a minimum of two years from the start-up of the operation of the pain management program.

<b>Olympian Surgical Suites Fee Schedule</b>		
<b>CPT code</b>	<b>Procedure description</b>	<b>Fee</b>
10021	Needle aspiration	\$400
10140	I & D	\$1,000
11041	Debridement full thickness	\$1,250
11400	Excision of benign lesion	\$2,700
11451	Excision of hidradenitis, axillary	\$3,800
11600	Excision of malignant lesion	\$3,000
11770	Excision ,Pilonidal cyst	\$4,900
11971	removal of tissue expander	\$1,200
12051	repair of wound	\$1,200
14060	Adjacent tissue trasfer	\$2,000
15240	Full thickness skin graft	\$3,200
15828	Facial lift	\$8,000
15830	Excision of excessive skin and subq tissue, abdomin	\$8,800
15836	Excision of excessive skin and subq tissue,	\$5,000
19101	Breast bx	\$3,600
19120	excision of breast tissue	\$3,600
19301	Partial mastectomy	\$5,600
19316	Mastopexy	\$7,500
19318	Reduction Mammoplasty	\$8,000
19342	Delay insertion of breast impant	\$6,000
19357	Breast reconstruction	\$8,800
19380	revisional breast reconstruction	\$8,800
21552	Excision of tumor	\$2,500
26010	I & D of finger	\$2,000
26045	fasciectomy	\$2,000
26160	excision of tendo shealth	\$2,000
26418	repair of tendon	\$3,200
26510	tendon transfer	\$3,200
26525	Capusulotomy or capsulectomy	\$3,200
27327	excision of soft mass	\$2,000
37785	Ligation of varicose vein	\$5,000
43245	EGD	\$3,600
43247	EGD	\$3,200
43251	EGD	\$3,200
43770	Lapband placement	\$30,000
43771	Laparoscopic lapband revision	\$13,000
43772	Laparoscopic lapband removal componet	\$8,500
43773	Laparoscopic lapband removal & replacement	\$16,500
43774	Laparoscopic lapband removal	\$9,500
43886	Revision of Lapband port	\$8,500
43887	removal of lapband port	\$8,000
43888	Removal and replacement lapband port	\$8,500
45380	colonoscopy	\$3,600
45381	colonoscopy	\$3,600
45382	colonoscopy	\$4,600

45385	colonoscopy	\$4,400
47563	laparoscopic cholecystectomy	\$9,900
49320	laparoscopy, diagnostic	\$8,500
49505	inguinal hernia repair	\$6,800
49560	incisional / ventral hernia repair	\$6,800
49585	Umbilical hernia repair	\$6,800
49593	abdominal hernia repair	\$6,800
49569	Laparoscopic hernia repair	\$9,500
<b>New Pain Mangement</b>		
64483	INJ FORAMEN EPIDURAL L/S	\$3,200
64493	INJ PARAVERT F JNT L/S 1 LEV	\$3,200
62321	NJX INTERLAMINAR CRV/THRC	\$3,200
64635	DESTROY LUMB/SAC FACET JNT	\$6,800
64490	INJ PARAVERT F JNT C/T 1 LEV	\$3,200
27096	INJECT SACROILIAC JOINT	\$3,200
64633	DESTROY CERV/THOR FACET JNT	\$6,800
64417	N BLOCK INJ AXILLARY	\$3,200
62323	NJX INTERLAMINAR LMBR/SAC	\$3,200

1110.235(c)(10) Assurances

The letter on the following page attests that:

- 1) A peer review program will be implemented for pain management to evaluate patient outcomes.
- 2) The annual utilization of the surgery center will meet State standards.
- 3) Facility charges at the surgery center will not be increased for at least two years following the start-up of the pain management program.





December 15, 2023

Mr. John Kniery, Administrator  
Illinois Health Facilities and Services Review Board  
525 West Jefferson Street - 2<sup>nd</sup> Floor  
Springfield, IL 62761

Re: Addition of Pain Management  
Olympian Surgical Suites  
Assurances

Dear Mr. Kniery:

Consistent with the requirement in 1110.235(10), I hereby attest that by the second year of operation after the addition of pain management services at Olympian Surgical Suites, the facility will achieve the utilization standards as set forth in 77 Ill. Adm. Code 1100.

In addition, as required in 77 Ill. Adm. Code 1130.310(a), I commit that facility charges, as presented in the table in this section, will not increase, at a minimum, for the first two years of operation after the introduction of pain management services, unless a permit is first obtained.

In addition, a peer review program will be implemented for pain management services that evaluates whether patient outcomes are consistent with quality standards established by professional organizations, and if outcomes do not meet or exceed those standards, that a quality improvement plan will be initiated.

If you have any questions, please contact me at 217-337-2682 or Mark Hohulin at 309-308-9656.

Sincerely,

JT Barnhart, President  
Olympian Surgical Suites  
1002 West Interstate Drive  
Champaign, IL 61822

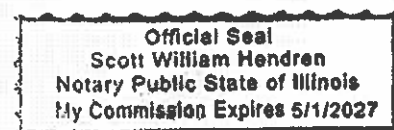
Notarization:

Subscribed and sworn to before me

this 14<sup>th</sup> day of December 2023

Signature of Notary

Seal



Attachment 25

EXHIBITS

- A. Letter of Commitment to refer – Dr. Brian Ogan  
Patient origin table  
Patients are currently at Effingham Ambulatory Surgery Center.
- B. Letters of Commitment to refer – CMOs at HMMC and SHMC  
Patient origin table  
See Table D for facilities currently treating counted patients.
- C. Letter of Commitment to refer – Safeworks / Dr. Fletcher  
Patient origin table  
See Table D for facilities currently treating counted patients.
- D. Letters of commitment to refer  
Drs Feinberg, Rohrscheib, Ward, Rzepczynski, Surla  
Patient origin tables  
Patients are currently at OSF Heart of Mary Medical Center.



December 15, 2023

John P. Kniery  
Administrator  
Illinois Health Facilities and Services Review Board  
525 W. Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, IL 62761

Dear Mr Kniery

I am a surgeon specializing in Pain Management at Effingham Ambulatory Surgery Center. I support the proposal to establish a pain management service at the Olympian Surgical Suites in Champaign. I have been recruited by OSF Healthcare System to oversee the pain management service.

In the 12 months ending December 31, 2022, I treated 1,123 patients for pain management. The attached table lists the zip codes of residence for these patients. In 2023 Year to Date, I have treated 1,059 patients, annualized to 1,190 for this calendar year.

I am in the process of transitioning my pain management work to Olympian Surgical Suites. Some of my patients have expressed an interest in continuing to see me in Champaign for their pain management treatment. I conservatively estimate that about 15% of my patients (about 180 cases) will be treated at Olympian Surgical Suites annually in 2025, the first full year of operating the pain management program, and annually thereafter.

These referral counts have not been used to support another permit application for any other facility's pain management program.

Please contact me if you have any questions.

Sincerely,

Brian Ogan, MD

1806 N. Market Street  
Champaign, IL 61822  
(217) 351-3116

NOTARY SEAL

Subscribed and sworn to before me on  
the 15<sup>th</sup> Day of December, 2022

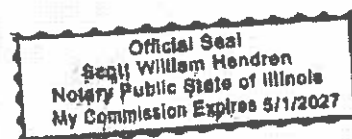


Table: Zip codes of patient residence - Dr. Brian Ogan  
Effingham Ambulatory Surgery Center, 2022

Zip code	Community Name	County	Number of patients
62401	Effingham	Effingham	227
62448	Newton	Jasper	62
62471	Vandalia	Fayette	55
62411	Altamont	Effingham	45
62839	Flora	Clay	40
62858	Louisville	Clay	34
62450	Saint Francisville	Richmond	33
62450	Olney	Richmond	33
62467	Teutopolis	Effingham	29
62458	Saint Elmo	Fayette	27
61938	Mattoon	Coles	24
62424	Dieterich	Effingham	24
62443	Mason	Effingham	22
62414	Beecher City	Effingham	22
62418	Brownstown	Fayette	18
62447	Neoga	Cumberland	17
62565	Shelbyville	Shelby	17
62838	Farina	Fayette	17
62881	Salem	Marion	16
62463	Stewardson	Shelby	15
62473	Watson	Effingham	15
62428	Greenup	Cumberland	12
62426	Edgewood	Effingham	12
62468	Toledo	Cumberland	12
Other			295
TOTAL			1123



# OSF HEALTHCARE

December 15, 2023

John P. Kniery  
Administrator  
Illinois Health Facilities and Services Review Board  
525 W. Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, IL 62761

Dear Mr. Kniery,

I am a physician specializing in Internal Medicine and the Chief Medical Officer at OSF Heart of Mary Medical Center. Our medical staff supports the proposal to establish a pain management service at the Olympian Surgical Suites in Champaign. I understand that the surgery center has recruited Dr. Brian Ogan to oversee the pain management service.

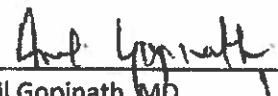
In the 12 months ending December 31, 2022, eleven physicians at HMMC referred 52 patients for pain management services. The attached table lists the zip codes of residence for these patients and the hospitals / surgery centers to which the patients were referred. HMMC physicians referred 78 patients for pain management procedures in 2021.

I estimate that our physicians will refer 29 patients to Olympian Surgical Suites for pain management annually in 2025, the first full year of operating the pain management program, and annually thereafter.

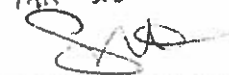
These referral counts have not been used to support another permit application for any other facility.

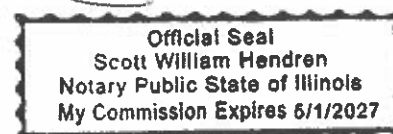
Please contact me if you have any questions.

Sincerely,

  
Anil Gopinath, MD 12/20/23

1400 W. Park St.  
Urbana, IL 61801  
217-337-2765

NOTARY SEAL  
Subscribed & sworn to before me  
this 20<sup>th</sup> Day of December, 2023  




Attachment 25 B

Table: Residence of Patients referred for pain management  
Clinics in Champaign-Urbana and HMMC

Zip code	Community Name	County	Number of patients referred 2023
61801	Urbana	Champaign	2
61802	Urbana	Champaign	4
61820	Champaign	Champaign	5
61821	Champaign	Champaign	4
61822	Champaign	Champaign	3
61826	Champaign	Champaign	2
61858	Oakwood	Vermilion	2
61866	Rantoul	Champaign	1
61873	Saint Joseph	Champaign	1
61874	Savoy	Champaign	1
<i>Subtotal Champaign and Vermilion County</i>			25
<i>Other Counties</i>			4
<i>Total</i>			29



# OSF HEALTHCARE

December 19, 2023

John P. Kniery  
Administrator  
Illinois Health Facilities and Services Review Board  
525 W. Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, IL 62761

Dear Mr. Kniery,

I am a physician specializing in General Surgery and Chief Medical Officer at OSF Sacred Heart Medical Center in Danville. Our medical staff supports the proposal to establish a pain management service at the Olympian Surgical Suites in Champaign. I understand that the surgery center has recruited Dr. Brian Ogan to oversee the pain management service.

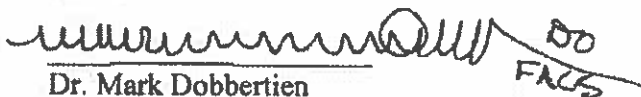
In 2023, seven physicians at SHMC and OSF clinics in the Danville area referred 107 patients for pain management services. This volume does not count patients referred to facilities not licensed by IDPH for pain management, or patients for which the referral practice was not specified. The attached table lists the zip codes of residence for these patients and the hospitals / surgery centers to which the patients were referred. SHMC physicians referred 86 patients for pain management procedures in 2022.

I estimate that our physicians will refer 107 patients to Olympian Surgical Suites for pain management annually in 2025, the first full year of operating the pain management program, and annually thereafter.

These referral counts have not been used to support another permit application for any other facility.

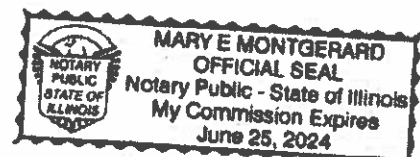
Please contact me if you have any questions.

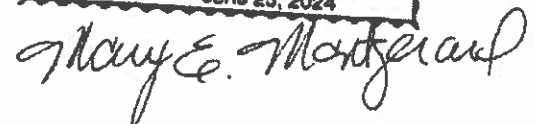
Sincerely,

  
Dr. Mark Dobbertien

812 N. Logan Ave.  
Danville, IL 61832  
(217) 443-5000

NOTARY SEAL





Attachment 25 B

Table: Residence of Patients referred for pain management  
Clinics in Danville and SHMC

Zip code	Community	County	Number of patients referred
	Name		2023
60942	Hoopeston	Vermilion	1
60963	Rossville	Vermilion	1
61814	Bismark	Vermilion	1
61817	Catlin	Vermilion	2
61832	Danville	Vermilion	55
61833	Tilton	Vermilion	7
61834	Danville	Vermilion	10
61844	Fithian	Vermilion	1
61846	Georgetown	Vermilion	9
61858	Oakwood	Vermilion	2
61870	Ridge Farm	Vermilion	1
61876	Sidell	Vermilion	1
61883	Westville	Vermilion	4
<i>Subtotal Champaign and Vermilion County</i>			95
<i>Other Counties</i>			12
Total			107



1806 N. Market Street  
Champaign, IL 61822

**SAFeworks**  
ILLINOIS  
Occupational Health Services • 217

**217** IMMEDIATE CARE

December 12, 2023

John P. Kniery  
Administrator  
Illinois Health Facilities and Services Review Board  
525 W. Jefferson Street, 2nd Floor  
Springfield, IL 62761

Dear Mr Kniery:

I am a physician specializing in occupational medicine, and Medical Director of SafeWorks Illinois Champaign. I support the proposal to establish a pain management service at the Olympian Surgical Suites in Champaign. I understand that the surgery center has recruited Dr. Brian Ogan to oversee the pain management service.

In 2023, SafeWorks Illinois Champaign referred 127 patients for pain management. The attached table lists the zip codes of residence for these patients and the hospitals / surgery centers to which these referrals were made. In 2021, SafeWorks referred 123 patients for pain management, and 87 in 2022.

I estimate that SafeWorks Illinois Champaign will refer 127 patients to the Olympian Surgical Suites for pain management annually in 2025, the first full year of operating the pain management program, and annually thereafter.

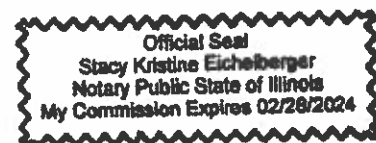
These referral counts have not been used to support another permit application for any other facility's pain management program.

Please contact me if you have any questions.

Sincerely,

*DJ Fletcher MD*

David J. Fletcher, MD MPH FACOEM  
Board-Certified in Occupational & Preventive Medicine



NOTARY SEAL

**217+** IMMEDIATE CARE

☎ 217.351.3116  
☎ 217.305.6764  
[www.217immediatecare.com](http://www.217immediatecare.com)

**SAFeworks**  
ILLINOIS  
Occupational Health Services • 217

☎ 217.351.3116  
☎ 217.305.6764  
[www.safework-illinois.com](http://www.safework-illinois.com)

Table: Residence of Patients referred for pain management, year 2023

SafeWorks Illinois Champaign

\* indicates zip codes in Planning Area

Zip code	Community Name	Total Patients	Number of Patients Referred for Pain Management (2023)						
			Carle Foundation Hospital	OSF St. Joseph HMMC	Gibson Comm Hospital	Decatur Memorial	Memorial Springfield	Champaign Surgery Center	St. Mary's Decatur
47932	Covington, IN	2							2
60924	Cissna Park	1		1					
60942	Hoopeston	7		1		1	5		
60948	Loda	1					1		
61548	Metamora	1		1					
61704	Bloomington	4		3			1		
61739	Fairbury	1				1			
61752	LeRoy	3				2	1		
61755	Mackinaw	1					1		
61756	Maroa	2		1			1		
61777	Wapella	2						2	
61802	Urbana *	14		4		3	7		
61810	Allerton	1					1		
61820	Champaign *	12	2			2	8		
61821	Champaign *	9	1			2	6		
61822	Champaign *	5					5		
61832	Danville *	8		2	2	2	2		
61834	Danville *	2		1	1				
61841	Fairmont *	2					2		
61843	Fisher *	2					2		
61847	Gifford *	3		1			2		
61853	Mahomet *	3				1	2		
61858	Oakwood *	7		1		1	5		
61864	Philo *	2		2					
61866	Rantoul *	11		5		6			
61873	Saint Joseph *	4					4		
61876	Sidell *	1		1					
61879	Thomasboro *	3					3		
61913	Atwood	1					1		
61920	Charleston	1					1		
61956	Villa Grove	2		1		1			
62522	Decatur	1							1
62534	Findley	1					1		
62565	Shelbyville	2		1			1		
62634	Elkhart	1					1		
62702	Springfield	1					1		
62707	Springfield	1					1		
64492	Trimble, MO	1					1		
65501	Jadwin, MO	1					1		
Total		127	3	26	3	22	68	2	3



November 28, 2023

John P. Kniery  
Administrator  
Illinois Health Facilities and Services Review Board  
525 W. Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, IL 62761

Dear Mr. Kniery,

I am a general surgeon, conducting surgery at OSF Heart of Mary Medical Center and OSF Sacred Heart Medical Center. I support the proposal to establish a pain management service at the Olympian Surgical Suites in Champaign.

Based on my year-to-date volume of outpatient surgeries through September 30, I anticipate performing 122 outpatient surgeries in 2023. I performed 92 outpatient surgeries in 2022. The attached table lists the zip codes of residence for these patients and the hospitals where the surgeries were done.

I estimate that I will perform 122 surgeries at Olympian Surgical Suites in 2024 and annually thereafter.

These referral counts have not been used to support another permit application for any other facility.

Please contact me if you have any questions.

Sincerely,

  
Samuel J. Feinberg, MD

1405 W. Park St., Ste. 200  
Urbana, IL 61801  
(217) 337-3874

NOTARY SEAL

Subscribed & sworn before me  
14<sup>th</sup> of December, 2023



Official Seal  
Scott William Hendren  
Notary Public State of Illinois  
My Commission Expires 5/1/2027

Attachment 25 D

## Patient Zip Code Detail by Surgeon

CY 2022

\* indicates zip code in Planning Area

Surgeon	Zip Code	Patient City	HMMC
FEINBERG, SAMUEL J	61822	Champaign, IL *	14
	61821	Champaign, IL *	13
	61801	Urbana, IL *	9
	61820	Champaign, IL *	5
	61802	Urbana, IL *	5
	61832	Danville, IL *	5
	61853	Mahomet, IL *	5
	61834	Danville, IL *	4
	61873	Saint Joseph, IL *	3
	61874	Savoy, IL *	3
	61866	Rantoul, IL *	3
	61859	Ogden, IL *	3
	61849	Homer, IL *	3
	61841	Fairmount, IL *	2
	61842	Farmer City, IL	2
	61863	Pesotum, IL *	2
	60957	Paxton, IL	2
	61956	Villa Grove, IL	1
	61880	Tolono, IL *	1
	61883	Westville, IL *	1
	61756	Maroa, IL	1
	61878	Thomasboro, IL *	1
	62411	Altamont, IL	1
	61862	Penfield, IL *	1
	61843	Fisher, IL *	1
	47928	Cayuga, IN	1
FEINBERG, SAMUEL J Total			91

HMMC - OSF Heart of Mary Medical Center



November 21, 2023

John P. Kniery  
Administrator  
Illinois Health Facilities and Services Review Board  
525 W. Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, IL 62761

Dear Mr. Kniery,

I am a general surgeon, conducting surgery at OSF Heart of Mary Medical Center and OSF Sacred Heart Medical Center. I support the proposal to establish a pain management service at the Olympian Surgical Suites in Champaign.

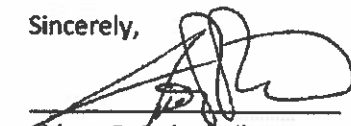
Based on my year-to-date volume of outpatient surgeries through September 30, I anticipate performing 57 outpatient surgeries in 2023. I performed 43 outpatient surgeries in 2022. The attached table lists the zip codes of residence for these patients and the hospitals where the surgeries were done.

I estimate that I will perform 57 surgeries at Olympian Surgical Suites in 2024 and annually thereafter.

These referral counts have not been used to support another permit application for any other facility.

Please contact me if you have any questions.

Sincerely,

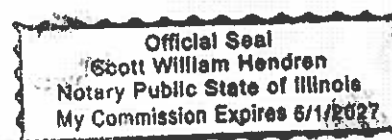
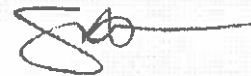


Sidney P. Rohrsheib, MD

803 Illini Drive  
Clinton, IL 61727  
(217) 935-7037

NOTARY SEAL

Subscribed & Sworn before me  
14<sup>th</sup> of December, 2023



Attachment 25 D

## Patient Zip Code Detail by Surgeon

CY 2022

\* indicates zip code in Planning Area

Surgeon	Zip Code	Patient City	HMMC
ROHRSCHEIB, SIDNEY P	61853	Mahomet, IL *	7
	61822	Champaign, IL *	5
	61832	Danville, IL *	2
	61834	Danville, IL *	2
	61920	Charleston, IL	2
	61873	Saint Joseph, IL *	2
	61821	Champaign, IL *	2
	61884	White Heath, IL	1
	61354	Peru, IL	1
	61951	Sullivan, IL	1
	61910	Arcola, IL	1
	62565	Shelbyville, IL	1
	61802	Urbana, IL *	1
	61880	Tolono, IL *	1
	61728	Colfax, IL	1
	61571	Washington, IL	1
	61866	Rantoul, IL *	1
	61801	Urbana, IL *	1
	61864	Philo, IL *	1
	61705	Bloomington, IL	1
	61858	Oakwood, IL *	1
	61525	Dunlap, IL	1
	61856	Monticello, IL	1
	60970	Watseka, IL	1
	60948	Loda, IL	1
	60423	Frankfort, IL	1
	46074	Westfield, IN	1
	47847	Dana, IN	1
	ROHRSCHEIB, SIDNEY P Total		43

HMMC - OSF Heart of Mary Medical Center

November 28, 2023

John P. Kniery  
Administrator  
Illinois Health Facilities and Services Review Board  
525 W. Jefferson Street, 2nd Floor  
Springfield, IL 62761

Dear Mr. Kniery,

I am a gastroenterologist, practicing at OSF Heart of Mary Medical Center, OSF St. Joseph Medical Center, and at OSF St. James Hospital. I support the proposal to establish a pain management service at the Olympian Surgical Suites in Champaign.

Based on my year-to-date volume of outpatient GI procedures through September 30, I anticipate performing 608 outpatient GI surgeries in 2023. I performed 458 outpatient GI surgeries in 2022. The attached table lists the zip codes of residence for these patients and the hospitals where the surgeries were done.

I estimate that I will perform 608 surgeries at Olympian Surgical Suites in 2024 and annually thereafter.

These referral counts have not been used to support another permit application for any other facility.

Please contact me if you have any questions.

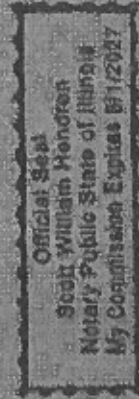
Sincerely,

  
David Gerard Rzepczynski, MD

1405 W. Park St., Ste. 200  
Urbana, IL 61801  
(217) 337-1351

NOTARY SEAL

*Witnessed & Signed by me  
this 28th day of December 2023*  

Patient Zip Code Detail by Surgeon  
CY 2022  
\* indicates zip codes in Planning Area

Surgeon	Zip Code	Patient City	HMMC
RZEPCZYNSKI, DAVID GERARD	61821	Champaign, IL *	76
	61802	Urbana, IL *	57
	61820	Champaign, IL *	43
	61822	Champaign, IL *	42
	61801	Urbana, IL *	36
	61866	Rantoul, IL *	23
	61874	Savoy, IL *	23
	61853	Mahomet, IL *	21
	61832	Danville, IL *	9
	61873	Saint Joseph, IL *	8
	61880	Tolono, IL *	7
	61842	Farmer City, IL	7
	61854	Mansfield, IL	7
	61849	Homer, IL *	6
	61953	Tuscola, IL	6
	61956	Villa Grove, IL	4
	61864	Philo, IL *	4
	61847	Gifford, IL *	3
	61884	White Heath, IL	3
	61863	Pesotum, IL *	3
	60957	Paxton, IL	3
	61859	Ogden, IL *	3
	61858	Oakwood, IL *	3
	61862	Penfield, IL *	2
	61913	Atwood, IL	2
	61843	Fisher, IL *	2
	61840	Dewey, IL *	2
	61813	Bement, IL	2
	60949	Ludlow, IL *	2
	61846	Georgetown, IL *	2
	61878	Thomasboro, IL *	2
	61910	Arcola, IL	2
	61875	Seymour, IL *	2
	61844	Fithian, IL *	2
	60938	Gilman, IL	1
	61702	Bloomington, IL	1
	61938	Mattoon, IL	1
	78258	San Antonio, TX	1
	60960	Rankin, IL *	1
	62526	Decatur, IL	1
	49801	Iron Mountain, MI	1
	61883	Westville, IL *	1
	61752	Le Roy, IL	1
	61839	De Land, IL	1
	60963	Rossville, IL *	1
	61834	Danville, IL *	1
	62441	Marshall, IL	1
	61951	Sullivan, IL	1
	60918	Buckley, IL	1
	61831	Collison, IL *	1
	61850	Indianola, IL *	1
	61826	Champaign, IL *	1
	61761	Normal, IL	1
	61825	Champaign, IL	1
	61720	Anchor, IL	1
	61943	Oakland, IL	1
	61616	Peoria Heights, IL	1
	61856	Monticello, IL	1
	60962	Roberts, IL	1
	61877	Sidney, IL *	1
	61919	Camargo, IL	1
	78681	Round Rock, TX	1
	60948	Loda, IL	1
	61816	Broadlands, IL *	1
	60924	Cissna Park, IL	1
	61815	Bondville, IL *	1
	60543	Oswego, IL	1
	61942	Newman, IL	1
	47932	Covington, IN	1
	61810	Allerton, IL *	1
	61817	Catlin, IL *	1
RZEPCZYNSKI, DAVID GERARD Total			456

Attachment 25 D





# OSF HEALTHCARE

November 21, 2023

John P. Kniery  
Administrator  
Illinois Health Facilities and Services Review Board  
525 W. Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, IL 62761

Dear Mr. Kniery,

I am a general surgeon, conducting surgery at OSF Heart of Mary Medical Center. I support the proposal to establish a pain management service at the Olympian Surgical Suites in Champaign.

During 2023, I relocated from Kentucky to Champaign-Urbana and am in my first year of practice. Based on my year-to-date volume of outpatient surgeries through September 30, I anticipate performing 65 outpatient surgeries in 2023. The attached table lists the zip codes of residence for these patients and the hospitals where the surgeries were done.

I estimate that going forward my volumes will increase and I anticipate performing closer to 100 surgeries at Olympian Surgical Suites in 2024.

These referral counts have not been used to support another permit application for any other facility.

Please contact me if you have any questions.

Sincerely,

  
W. Gregory Ward, MD

1405 W. Park St., Ste. 200  
Urbana, IL 61801  
(217) 337-3874

NOTARY SEAL

*Subscribed & sworn to before me  
11<sup>th</sup> of December, 2023*

Official Seal  
Scott William Hendren  
Notary Public State of Illinois  
My Commission Expires 8/1/2027

Attachment 25 D

Patient Zip Code Detail by Surgeon  
CY 2023

\* indicates zip codes in Planning Area

Surgeon	Zip Code	Patient City	HMMC Annualized
WARD, GREGORY W	60460	ODELL	2
	61802	URBANA *	5
	61820	CHAMPAIGN *	12
	61821	CHAMPAIGN *	14
	61832	DANVILLE *	7
	61846	GEORGETOWN *	2
	61849	HOMER *	2
	61853	MAHOMET *	2
	61856	MONTICELLO	2
	61866	RANTOUL *	2
	61871	ROYAL *	2
	61874	SAVOY *	2
	61880	TOLONO *	2
	61919	CAMARGO	5
	61956	VILLA GROVE	2
			63
WARD, GREGORY W			

HMMC - OSF Heart of Mary Medical Center  
CY 23 - 5 months annualized

November \_\_\_\_, 2023

John P. Kniery  
Administrator  
Illinois Health Facilities and Services Review Board  
525 W. Jefferson Street, 2<sup>nd</sup> Floor  
Springfield, IL 62761

Dear Mr Kniery

I am a gastroenterologist, recently recruited from Tennessee to the OSF Healthcare System. I support the proposal to establish a pain management service at the Olympian Surgical Suites in Champaign.

Based on my year-to-date volume of outpatient GI procedures starting in October, I anticipate performing 70 outpatient GI surgeries in 2023. The attached table lists the zip codes of residence for these patients and the hospitals where the surgeries were done.

I estimate that I will perform 70 surgeries at Olympian Surgical Suites in 2024 and annually thereafter.

These referral counts have not been used to support another permit application for any other facility.

Please contact me if you have any questions.

Sincerely,

signature  
Jelena Surla, MD

NOTARY SEAL

Address of physician office  
Phone number

Patient Zip Code Detail by Surgeon  
CY 2023

\* indicates zip codes in Planning Area

Surgeon	Zip Code	Patient City	HMMC Annualized
JELENA SURLA	61821	Champaign, IL *	11
	61802	Urbana, IL *	9
	61820	Champaign, IL *	6
	61822	Champaign, IL *	6
	61801	Urbana, IL *	5
	61866	Rantoul, IL *	3
	61874	Savoy, IL *	3
	61853	Mahomet, IL *	3
	61832	Danville, IL *	1
	61873	Saint Joseph, IL *	1
	61880	Tolono, IL *	1
	61842	Farmer City, IL	1
	61854	Mansfield, IL	1
	61849	Homer, IL *	1
	61953	Tuscola, IL	1
	61847	Gifford, IL *	1
	61863	Pesotum, IL *	1
	60957	Paxton, IL	1
	61858	Oakwood, IL *	1
	61913	Atwood, IL	1
	61843	Fisher, IL *	1
	61840	Dewey, IL *	1
	61813	Bement, IL	1
	61846	Georgetown, IL *	1
	61910	Arcola, IL	1
	61875	Seymour, IL *	1
	61844	Fithian, IL *	1
	60938	Gilman, IL	1
	61883	Westville, IL *	1
	62441	Marshall, IL	1
	61856	Monticello, IL	1
	61919	Camargo, IL	1
	61817	Catlin, IL *	
JELENA SURLA Total			70

HMMC - OSF Heart of Mary Medical Center

VII. 1120.120 AVAILABILITY OF FUNDS

There are no capital costs associated with this project.

If OSF financial statements are needed, they will be provided in a separate mailing.

VIII. 1120.130 FINANCIAL VIABILITY

There are no capital costs associated with this project.

If rating agency reports are needed, they will be provided in a separate mailing.

## IX. 1120.140 ECONOMIC FEASIBILITY

There are no capital costs associated with this project. As a result, there is no borrowing, financing or debt incurred.  
There are no construction or modernization costs.

**D. Project Operating Costs**

Estimated Project Start Up Operating cost  
First year \$110,000

Project Direct Operating Expenses- first full year (2025)	Added pain management	Other cases	Total
Total Operating Costs	\$801,092	\$970,062	\$1,771,154
Equivalent Patient Days ( Surgery Center Case)	969	1124	2093
Direct Cost per Equivalent Patient Day	\$826	\$863	\$846

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

Projected Capital Costs- First Full year (2025)

	Pain 2025	Total OSS 2025
Equivalent Patient Days (all Olympian Surgical Suites)	969	1124
Total Facility Capital Cost	0	0
Useful life	0	0
Total Annual Depreciation	0	0
Depreciation cost per Equivalent Patient Days	0	0

**SECTION X. CHARITY CARE INFORMATION**

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

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

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

**A table in the following format must be provided for all facilities as part of Attachment 39.**

CHARITY CARE - Olympian Surgical Suites			
	Year 2020	Year2021	Year 2022
<b>Net Patient Revenue</b>	<b>1,400,799</b>	<b>1,533,697</b>	<b>1, 201,207</b>
Amount of Charity Care (charges)	0	0	0
Cost of Charity Care	0	0	0

CHARITY CARE – OSF Healthcare System			
	2020	2021	2022
<b>Net Patient Revenue</b>	<b>\$2,383,901,200</b>	<b>\$2,978,991,756</b>	<b>\$3,211,070,549</b>
Amount of Charity Care (charges)	\$201,864,109	\$195,002,654	\$217,695,250
Cost of Charity Care	\$41,284,835	\$40,569,889	\$54,215,573