

ORIGINAL

ILLINOIS HEALTH FACILITIES AND SERVICES REVIEW BOARD APPLICATION FOR PERMIT

SECTION I. IDENTIFICATION, GENERAL INFORMATION, AND CERTIFICATION

24-022

RECEIVED

JUL 01 2024

This Section must be completed for all projects.

Facility/Project Identification

HEALTH FACILITIES & SERVICES REVIEW BOARD

Facility Name: Premier Cardiac Surgery Center
Street Address: 11560 South Kedzie Avenue, Suite 110
City and Zip Code: Merrionette Park, Illinois 60803
County: Cook Health Service Area: 7 Health Planning Area: A-04

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

Exact Legal Name: Premier Cardiac Surgery Center, PLLC
Street Address: 11560 South Kedzie Avenue, Suite 102
City and Zip Code: Merrionette Park, Illinois 60803
Name of Registered Agent: Ronald Stella, M.D.
Registered Agent Street Address: 11560 South Kedzie Avenue, Suite 102
Registered Agent City and Zip Code: Merrionette Park, Illinois 60803
Name of Chief Executive Officer: Ronald Stella, M.D.
CEO Street Address: 13011 South 104th Avenue, Suite 100
CEO City and Zip Code: Palos Park, Illinois 60464
CEO Telephone Number: (708) 478-3600

Type of Ownership of Applicants

Ownership options: Non-profit Corporation, For-profit Corporation, Limited Liability Company, Partnership, Governmental, Sole Proprietorship, Other.
Includes instructions for corporations and limited liability companies regarding Illinois certificate of good standing.

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: Mark Berlin
Title: Chief Operating Officer
Company Name: Heart Care Centers of Illinois, S.C.
Address: 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803
Telephone Number: (708) 478-3600
E-mail Address: mberlin@heartcc.com
Fax Number: (708) 478-3552

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

Name: Joseph Hylak-Reinholtz
Title: Attorney at Law (Legal Counsel for Applicant)
Company Name: HR Law
Address: 1398 Urban Drive, Darien, Illinois 60561
Telephone Number: (630) 464-4514
E-mail Address: JHRLaw2017@gmail.com
Fax Number: N/A

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This Section must be completed for all projects.

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CEO Street Address: 13011 South 104 th Avenue, Suite 100
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CEO Telephone Number: (708) 478-3600

Type of Ownership of Applicants

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

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

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Telephone Number: (630) 464-4514
E-mail Address: JHRLaw2017@gmail.com
Fax Number: N/A

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: Mark Berlin
Title: Chief Operating Officer
Company Name: Heart Care Centers of Illinois, S.C.
Address: 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803
Telephone Number: (708) 478-3600
E-mail Address: mberlin@heartcc.com
Fax Number: (708) 478-3552

Site Ownership

[Provide this information for each applicable site]

Exact Legal Name of Site Owner: Merrionette Park 11560 Medical Properties, LLC (DE)
Address of Site Owner: c/o Remedy Medical Properties, 800 W. Madison St., Ste. 400, Chicago, IL 60607
Street Address or Legal Description of the Site: Proof of ownership or control of the site is to be provided as Attachment 2. Examples of proof of ownership are property tax statements, tax assessor's documentation, deed, notarized statement of the corporation attesting to ownership, an option to lease, a letter of intent to lease, or a lease.
APPEND DOCUMENTATION AS ATTACHMENT 2, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Operating Identity/Licensee

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

Exact Legal Name: Premier Cardiac Surgery Center, PLLC
Address: 11560 South Kedzie Avenue, Suite 110, Merrionette Park, Illinois 60803
<input type="checkbox"/> Non-profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> For-profit Corporation <input type="checkbox"/> Governmental <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other
<ul style="list-style-type: none"> o Corporations and limited liability companies must provide an Illinois Certificate of Good Standing. o Partnerships must provide the name of the state in which organized and the name and address of each partner specifying whether each is a general or limited partner. o Persons with 5 percent or greater interest in the licensee must be identified with the % of ownership.
APPEND DOCUMENTATION AS ATTACHMENT 3, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Organizational Relationships

Provide (for each applicant) an organizational chart containing the name and relationship of any person or entity who is related (as defined in Part 1130.140). If the related person or entity is participating in the development or funding of the project, describe the interest and the amount and type of any financial contribution.

APPEND DOCUMENTATION AS ATTACHMENT 4, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

Flood Plain Requirements

[Refer to application instructions.]

Provide documentation that the project complies with the requirements of Illinois Executive Order #2006-5 pertaining to construction activities in special flood hazard areas. As part of the flood plain requirements, please provide a map of the proposed project location showing any identified floodplain areas. Floodplain maps can be printed at www.FEMA.gov or www.illinoisfloodmaps.org. **This map must be in a readable format.** In addition, please provide a statement attesting that the project complies with the requirements of Illinois Executive Order #2006-5 (<http://www.hfsrb.illinois.gov>). **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

2. Narrative Description

In the space below, provide a brief narrative description of the project. Explain **WHAT** is to be done in **State Board defined terms**, **NOT WHY** it is being done. If the project site does **NOT** have a street address, include a legal description of the site. Include the rationale regarding the project's classification as substantive or non-substantive.

Premier Cardiac Surgery Center, PLLC together with Heart Care Centers of Illinois, S.C. (collectively the "Applicants") herein propose the addition of "cardiac catheterization" to the scope of services that can be provided at its existing ambulatory surgical treatment center (the "ASTC") located at 11560 South Kedzie Avenue, Merrionette Park, Illinois 60803, specifically Suite 102 and Suite 110.

To facilitate the new category of service, the Applicants also propose the establishment of a single cardiac catheterization lab (the "Cath Lab"), which will be constructed in leased space presently occupied by the ASTC (i.e., Suite 102) and in an adjacent space next to the ASTC (i.e., Suite 110) (the "Modernization Project"). The Modernization Project, together with the addition of the new category of service, is collectively referred to as the "Project."

The Project will impact a total of 4,994 GSF, which will include 2,607 GSF from the existing ASTC plus the addition of 2,387 GSF from the adjacent space acquired by Amendment Three to the lease. A total of 1,493 GSF will be dedicated solely to the Cath Lab. Other areas in the present space that will be affected by the Project include: a transitional space between the old and new spaces, relocated nursing stations, physician locker rooms, pre-op and post-op recovery bays, and the lobby.

The Project will also require the acquisition of major medical equipment, which will cost \$1,567,312.08. Of that amount, \$1,220,578.08 represents the value of a lease to own agreement and \$346,734.00 represents the value of equipment to be purchased.

The total project cost is \$4,785,800.52 (the "Project Cost"). The Project Cost will be funded with cash and a line of credit but also includes the fair market value of rent from an equipment lease and from the increased cost of rent.

The Project proposes the establishment of a new category of service for an existing healthcare facility; therefore, this is a substantive project under Part 1110.20(c)(1)(B) of the State Board's rules.

Project Costs and Sources of Funds

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

Project Costs and Sources of Funds			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs			
Site Survey and Soil Investigation			
Site Preparation			
Off Site Work			
New Construction Contracts			
Modernization Contracts	\$2,175,600.00		\$2,175,600.00
Contingencies	\$217,650.00		\$217,650.00
Architectural/Engineering Fees	\$134,400.00		\$134,400.00
Consulting and Other Fees	\$60,000.00		\$60,000.00
Movable or Other Equipment (not in construction contracts)	\$346,734.00		\$346,734.00
Bond Issuance Expense (project related)			
Net Interest Expense During Construction (project related)			
Fair Market Value of Leased Space	\$630,838.44		\$630,838.44
Fair Market Value of Leased Equipment	\$1,220,578.08		\$1,220,578.08
Other Costs to Be Capitalized			
Acquisition of Building or Other Property (excluding land)			
TOTAL USES OF FUNDS	\$4,785,800.52		\$4,785,800.52
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$2,000,000.00		\$2,000,000.00
Pledges			
Gifts and Bequests			
Bond Issues (project related)			
Mortgages			
Leases (fair market value)	\$1,851,416.52		\$1,851,416.52
Governmental Appropriations			
Grants			
Other Funds and Sources (Line of Credit)	\$1,155,317.48		\$1,155,317.48
TOTAL SOURCES OF FUNDS	\$4,785,800.52		\$4,785,800.52
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 Yes No

Purchase Price: \$ _____

Fair Market Value: \$ _____

The project involves the establishment of a new facility or a new category of service
 Yes No

If yes, provide the dollar amount of all **non-capitalized** operating start-up costs (including operating deficits) through the first full fiscal year when the project achieves or exceeds the target utilization specified in Part 1100.

Estimated start-up costs and operating deficit cost is: \$100,000.00.

Project Status and Completion Schedules

For facilities in which prior permits have been issued please provide the permit numbers.

Indicate the stage of the project's architectural drawings:

None or not applicable Preliminary

Schematics Final Working

Anticipated project completion date (refer to Part 1130.140): July 31, 2026

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

Purchase orders, leases or contracts pertaining to the project have been executed.

Financial commitment is contingent upon permit issuance. Provide a copy of the contingent "certification of financial commitment" document, highlighting any language related to CON Contingencies

Financial Commitment will occur after permit issuance.

APPEND DOCUMENTATION AS ATTACHMENT 8, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

State Agency Submittals [Section 1130.620(c)]

Are the following submittals up to date as applicable?

Cancer Registry *← Not applicable to ASTC/CC Project*

APORS *← Not applicable to ASTC/CC Project*

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

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

Facility Bed Capacity and Utilization ← *Not applicable to ASTC/CC Project*

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

FACILITY NAME:		CITY:			
REPORTING PERIOD DATES:		From:	to:		
Category of Service	Authorized Beds	Admissions	Patient Days	Bed Changes	Proposed Beds
Medical/Surgical					
Obstetrics					
Pediatrics					
Intensive Care					
Comprehensive Physical Rehabilitation					
Acute/Chronic Mental Illness					
Neonatal Intensive Care					
General Long-Term Care					
Specialized Long-Term Care					
Long Term Acute Care					
Other ((identify)					
TOTALS:					

CERTIFICATION

The Application must be signed by the authorized 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 Premier Cardiac Surgery Center, PLLC *
 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.

Ronald Stella
 SIGNATURE
 Ronald Stella, M.D.
 PRINTED NAME
 President
 PRINTED TITLE

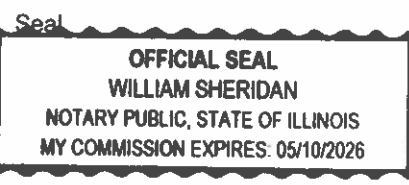
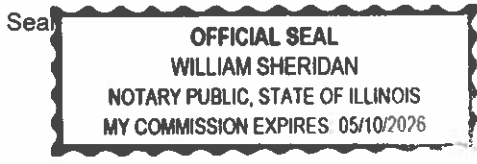
Robert Iaffadano
 SIGNATURE
 Robert Iaffadano, M.D.
 PRINTED NAME
 Board Member
 PRINTED TITLE

Notarization:
 Subscribed and sworn to before me
 this 26 day of June, 2024

Notarization:
 Subscribed and sworn to before me
 this 26 day of June, 2024

William Sheridan
 Signature of Notary

William Sheridan
 Signature of Notary



*Insert the EXACT legal name of the applicant

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 PRINTED NAME
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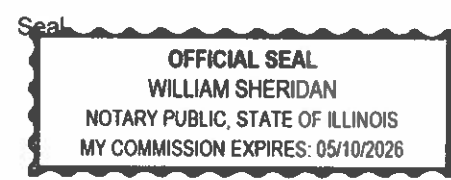
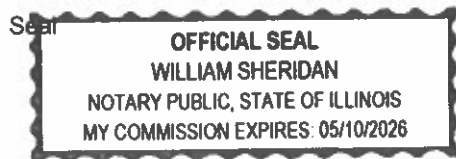
Robert Iaffadino
 SIGNATURE
 Robert Iaffadino, M.D.
 PRINTED NAME
 Board Member
 PRINTED TITLE

Notarization:
 Subscribed and sworn to before me
 this 26th day of June, 2024

Notarization:
 Subscribed and sworn to before me
 this 26th day of Jun, 2024

William Sheridan
 Signature of Notary

William Sheridan
 Signature of Notary



*Insert the EXACT legal name of the applicant

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

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

1110.110(a) – Background of the Applicant

READ THE REVIEW CRITERION and provide the following required information:

BACKGROUND OF APPLICANT

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

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

UNFINISHED OR SHELL SPACE:

Provide the following information:

1. Total gross square footage (GSF) of the proposed shell space.
2. The anticipated use of the shell space, specifying the proposed GSF to be allocated to each department, area, or function.
3. Evidence that the shell space is being constructed due to:
 - a. Requirements of governmental or certification agencies; or
 - b. Experienced increases in the historical occupancy or utilization of those areas proposed to occupy the shell space.
4. Provide:
 - a. Historical utilization for the area for the latest five-year period for which data is available; and
 - b. Based upon the average annual percentage increase for that period, projections of future utilization of the area through the anticipated date when the shell space will be placed into operation.

APPEND DOCUMENTATION AS ATTACHMENT 16, IN NUMERIC SEQUENTIAL ORDER AFTER THE LAST PAGE OF THE APPLICATION FORM.

ASSURANCES:

Submit the following:

1. Verification that the applicant will submit to HFSRB a CON application to develop and utilize the shell space, regardless of the capital thresholds in effect at the time or the categories of service involved.
2. The estimated date by which the subsequent CON application (to develop and utilize the subject shell space) will be submitted; and
3. The anticipated date when the shell space will be completed and placed into operation.

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

SECTION VI. SERVICE SPECIFIC REVIEW CRITERIA

This Section is applicable to all projects proposing the establishment, expansion, or modernization of categories of service that are subject to CON review, as provided in the Illinois Health Facilities Planning Act [20 ILCS 3960]. It is comprised of information requirements for each category of service, as well as charts for each service, indicating the review criteria that must be addressed for each action (establishment, expansion, and modernization). After identifying the applicable review criteria for each category of service involved, read the criteria, and provide the required information APPLICABLE TO THE CRITERIA THAT MUST BE ADDRESSED:

E. Criterion 1110.225 - Cardiac Catheterization

1. Applicants proposing to establish, expand and/or modernize the Cardiac Catheterization category of service must submit the following information.
2. Indicate bed capacity changes by Service: Indicate # of beds changed by action(s):

Category of Service	# Existing Beds	# Proposed Beds
<input checked="" type="checkbox"/> Cardiac Catheterization	0	2 Labs

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

1. Criterion 1110.225(a), Peer Review

Read the criterion and submit a detailed explanation of your peer review program.

2. Criterion 1110. 225(b), Establishment or Expansion of Cardiac Catheterization Service

Read the criterion and, if applicable, submit the following information:

- a. A map (on 8 1/2" x 11" paper) showing the location of the other hospitals providing cardiac catheterization services within the planning area.
- b. The number of cardiac catheterizations performed for the last 12 months at each of the hospitals shown on the map.
- c. Provide the number of patients transferred directly from the applicant's hospital to another facility for cardiac catheterization services in each of the last three years.

3. Criterion 1110.225(c), Unnecessary Duplication of Services

Read the criterion and, if applicable, submit the following information.

- a. Copies of the letter sent to all facilities within the planning area that currently provide cardiac catheterization. This letter must contain a description of the proposed project and a request that the other facility quantify the impact of the proposal on its program.
- b. Copies of the responses received from the facilities to which the letter was sent.

4. Criterion 1110.225(d), Modernization of Existing Cardiac Catheterization Laboratories

Read the criterion and, if applicable, submit the number of cardiac catheterization procedures performed for the latest 12 months.

5. Criterion 1110.225(e), Support Services

Read the criterion and indicate on a service-by-service basis which of the listed services are available on a 24-hour basis and explain how any services not available on a 24-hour basis will be available when needed.

6. Criterion 1110.225(f), Laboratory Location

Read the criterion and, if applicable, submit line drawings showing the location of the proposed laboratories. If the laboratories are not in proximity, explain why.

7. Criterion 1110.225(g), Staffing

Read the criterion and submit a list of names and qualifications of those who will fill the positions detailed in this criterion. Also, provide staffing schedules to show the coverage required by this criterion.

8. Criterion 1110.225(h), Continuity of Care

Read the criterion and submit a copy of the fully executed written referral agreement(s).

9. Criterion 1110.225(i), Multi-institutional Variance

Read the criterion and, if applicable, submit the following information:

- a. A copy of a fully executed affiliation agreement between the two facilities involved.
- b. Names and positions of the shared staff at the two facilities.
- c. The volume of open-heart surgeries performed for the latest 12-month period at the existing operating program.
- d. A cost comparison between the proposed project and expansion at the existing operating program.
- e. The number of cardiac catheterization procedures performed in the last 12 months at the operating program.
- f. The number of catheterization laboratories at the operating program.
- g. The projected cardiac catheterization volume at the proposed facility annually for the next 2 years.
- h. The basis for the above projection.

APPEND DOCUMENTATION AS ATTACHMENT 23 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

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><u>\$2,000,000.00</u></p>	<p>a)</p>	<p>Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:</p> <ol style="list-style-type: none"> 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion.
<p>_____</p>	<p>b)</p>	<p>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)</p>	<p>Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated timetable of receipts.</p>
<p><u>\$1,851,416.52</u></p>	<p>d)</p>	<p>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"> 1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated. 2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate. 3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc. 4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment.

	<p>5) For any option to lease, a copy of the option, including all terms and conditions.</p>
_____	<p>e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent.</p>
_____	<p>f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt.</p>
\$1,155,317.48	<p>g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.</p>
\$4,785,800.52	TOTAL FUNDS AVAILABLE

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

SECTION VIII. 1120.130 - FINANCIAL VIABILITY

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

Financial Viability Waiver

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

1. "A" Bond rating or better
2. All 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

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

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			
Total			
Charity (cost in dollars)	Year	Year	Year
Inpatient			
Outpatient			
Total			
MEDICAID			
Medicaid (# of patients)	Year	Year	Year
Inpatient			
Outpatient			
Total			
Medicaid (revenue)	Year	Year	Year
Inpatient			
Outpatient			
Total			

APPEND DOCUMENTATION AS ATTACHMENT 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

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:

Premier Cardiac Surgery Center, LLC d/b/a Premier Cardiac Catheterization Center
(Name)

11560 South Kedzie Avenue, Suite 102
(Address)

Merrionette Park Illinois 60803 (708) 478-3600
(City) (State) (ZIP Code) (Telephone Number)

2. Project Location: 11560 South Kedzie Avenue, Suite 102 Merrionette Park, Illinois 60803
(Address) (City) (State)

Cook Worth 9
(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 X ?

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 FIRMeta

86°9'26"W 41°45'53"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIS PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS	Without Base Flood Elevation (BFE) Zone A, V, AP9 With BFE or Depth Zone AE, AO, AH, VE, AP Regulatory Floodway
OTHER AREAS OF FLOOD HAZARD	0.2% Annual Chance Flood Hazard. Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone II Future Conditions 1% Annual Chance Flood Hazard Zone X Area with Reduced Flood Risk due to Levee. See Notes. Zone X Area with Flood Risk due to Levee Zone D
OTHER AREAS	NO SCREEN Area of Minimal Flood Hazard Zone X Effective LOMRs Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES	Channel, Culvert, or Storm Sewer Levee, Dike, or Floodwall
OTHER FEATURES	Cross Sections with 1% Annual Chance Water Surface Elevation 17.8 Coastal Transect Base Flood Elevation Line (BFE) Limit of Study Jurisdiction Boundary Coastal Transect Baseline Profile Baseline Hydrographic Feature
MAP PANELS	Digital Data Available No Digital Data Available Unmapped

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

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

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ATTACHMENT 1

Applicant Ownership Information

A Certificate of Good Standing issued by the Illinois Secretary of State for Premier Cardiac Surgery Center, PLLC (the "Applicant") is attached immediately following this page. This company is the legal entity that will own, operate, manage, and control the proposed Cath Lab.

A Certificate of Good Standing issued by the Illinois Secretary of State for the co-applicant Heart Care Centers of Illinois S.C., an Illinois service corporation organized under the Medical Corporation Act, 805 ILCS 15/1 et seq. (the "Co-Applicant"), is also attached. The Co-Applicant is part of this application for permit because it has responsibility for funding the Project.

File Number

0653982-3



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, 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

PREMIER CARDIAC SURGERY CENTER, PLLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON OCTOBER 11, 2017, 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 29TH day of MAY A.D. 2024 .

Authentication #: 2415003802 verifiable until 05/29/2025
 Authenticate at: <https://www.isos.gov>

Alexi Giannoulis
 SECRETARY OF STATE

File Number 5934-189-8



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

HEARTCARE CENTERS OF ILLINOIS, S.C., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 01, 1997, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS 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 1ST day of FEBRUARY A.D. 2024 .

Authentication #: 2403204030 verifiable until 02/01/2025
Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulas
SECRETARY OF STATE

ATTACHMENT 2

Site Ownership

The proposed Cath Lab (“Cath Lab”) will be established in leased space inside a medical office building. Specifically, the Cath Lab will be on the first floor of the medical office building, adjacent to the Applicant’s existing surgery center. The Cath Lab’s address will be 11560 South Kedzie Avenue, Suite 110, Merrionette Park, Illinois 60803 (the “Project Site”).

Merrionette Park 11560 Medical Properties, LLC, a Delaware limited liability company (the “Site Owner”), owns the building in which the proposed Cath Lab will be located. As evidence of its ownership of the Project Site, the Site Owner provided a copy of the underlying lease (the “Lease”), plus a lease assignment (the “Assignment”), showing the assignment of the Lease from the original landlord (i.e., Corinthian Kedzie, LLC) to the Site Owner, and a copy of a third amendment to the Lease (the “Third Amendment”), which expands the Lease to include the space in which the Cath Lab will be located.

The Lease, Assignment, and Third Amendment are attached after this page.

LEASE

BETWEEN

**CORINTHIAN KEDZIE LLC
as Landlord**

AND

**MIDWEST PHYSICIAN ALLIANCE, INC.
as Tenant**

FOR THE PREMISES LOCATED AT

**11560 SOUTH KEDZIE AVENUE
MERRIONETTE PARK, ILLINOIS 60803**

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LEASE

THIS LEASE made as of the 6th day of April, 2016 between CORINTHIAN KEDZIE LLC, an Illinois limited liability company ("Landlord"), whose principal place of business is located at 11600 South Kedzie Avenue, Merrionette Park, IL 60803, and MIDWEST PHYSICIAN ALLIANCE, INC., an Illinois corporation ("Tenant"), whose principal place of business is located at 13001 S 104th Avenue, Suite 100, Palos Park, IL 60464.

ARTICLE 1 -- BASIC PROVISIONS

- A. Tenant's Trade Name:** Heart Care Centers of Illinois
- B. Building:** 11560 South Kedzie Avenue, Merrionette Park, Illinois 60803-6307
- C. Project:** The Merrionette Park Medical Center is comprised of the Building, 11600 South Kedzie Avenue and 11630 South Kedzie Avenue in Merrionette Park, IL (the "Project").
- D. Premises:** Approximately 11,440 rentable square feet ("RSF") of the first (1st) floor of the Building, the location of which is shown cross-hatched on Exhibit A attached hereto and made a part hereof. The suite numbers that can be used by Tenant are Suite 100 and Suite 102.
- E. Proportionate Share:** The Building is comprised of 41,969 RSF. Using the current Premises RSF above, the Tenant's Proportionate share is 27.258%. The final Proportionate Share shall be calculated once the final Plan is approved in writing by Tenant.
- F. Term:** Ten (10) Years.
- G. Anticipated Commencement Date:** August 1, 2016.
- H. Commencement Date:** The date Landlord delivers possession of the Premises to Tenant.
- I. Rent Commencement Date:** The ninth (9th) month following the Commencement Date. Tenant will not be required to pay any Minimum Rent, Taxes or Expenses for the first full eight (8) months of the Term.
- J. Expiration Date:** The last day of the one hundred twentieth (120th) full calendar month following the Commencement Date.
- K. Permitted Use:** General business and medical services including medical exam rooms and other clinical use related to cardiological services.
- L. Minimum Rent:** Minimum Rent below excludes all Taxes and Expenses.

Year	Net Rate Per RSF	Monthly Rent*	Annual Rent*
Year 1	\$19.25	\$18,351.67	\$220,220
Year 2	\$19.72	\$18,799.73	\$225,596.80
Year 3	\$20.21	\$19,266.87	\$231,202.40
Year 4	\$20.70	\$19,734.00	\$236,808
Year 5	\$21.21	\$20,220.20	\$242,642.40
Year 6	\$21.73	\$20,715.93	\$248,591.20
Year 7	\$22.26	\$21,221.20	\$254,654.40
Year 8	\$22.80	\$21,736.00	\$260,832.00
Year 9	\$23.36	\$22,269.87	\$267,238.40
Year 10	\$23.94	\$22,822.80	\$273,873.60
*Based on 11,440 RSF			

- M. Security Deposit:** None.
- N. Rent Payment Address:** Tenant shall forward all Rent and insurance certificates to Landlord at the following address, or such other address as to which Landlord shall provide advance notice:

Corinthian Kedzie LLC
 11600 S Kedzie Avenue
 Merrionette Park, IL 60803

- O. Rent Shall Be Payable To:** Corinthian Kedzie LLC, or such other entity as Landlord shall designate from time to time in writing.

The foregoing provisions shall be interpreted and applied in accordance with the other provisions of this Lease set forth below. The terms in this Article, and the terms defined in Article 28, shall have the meanings specified therefor, herein or therein, when used as capitalized terms in other provisions of this Lease.

ARTICLE 2 -- BASE BUILDING WORK BY LANDLORD

All Base Building Work to the Building and Premises shall be at Landlord's sole cost and expense and shall be completed prior to the date which Tenant commences its installation work. Landlord agrees to deliver as its Base Building Work construction of a canopy over the front entrance to the Building similar to the ones on the other two (2) buildings in the Project as depicted on Exhibit B; completion of the common area lobbies, hallways, entrances and exits of the Building; acceptable (by code) separation of all the Building mechanical systems, electrical service and distribution, and fire and life safety systems as for a comparable multi-tenant building in the area and as approved in writing by Tenant.

ARTICLE 3 -- PREMISES, TERM AND COMMENCEMENT DATE

- A. Initial Term.** Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the Premises for a term ("Term") commencing on the Commencement Date and ending on the Expiration Date set forth in Article 1, unless sooner terminated as provided herein, subject to the provisions herein contained. Landlord currently anticipates that the Commencement Date will be the Anticipated Commencement Date set forth in Article 1. Tenant shall have access to the Premises twenty-four (24) hours per day, seven (7) days per week during the Term hereof and any Renewal Options. If Landlord delays delivering possession of the Premises beyond the Anticipated Commencement Date, this Lease shall not be void or voidable and Landlord shall pay Tenant one (1) day of Rent for every one (1) day of delay beyond the Anticipated Commencement Date through August 31, 2016 and two (2) days of Rent for every one (1) day of delay beyond August 31, 2016. If the Commencement Date is delayed due to any act or omission of Tenant, the Commencement Date shall instead be the date Landlord would have delivered possession of the Premises to Tenant absent such delay. Landlord and Tenant shall confirm in writing the Commencement Date, the Rent Commencement Date and the Expiration Date hereunder in a separate agreement prepared by Landlord. Notwithstanding anything contained herein to the contrary, if Landlord fails to deliver possession of the Premises by October 1, 2016, then Tenant shall have the option to terminate this Lease. Tenant, at no charge, shall be permitted prior access and use of the Premises during and after construction along with its agents, contractors, architects and consultants. Such right of access shall include access to and use of the electrical service and all other Common Areas of the Building.
- B. Right of First Offer.** Throughout the Term and any Renewal Term, provided Tenant is not then in Default under this Lease, Tenant shall have the right ("Right of First Offer") to lease any portion of the first (1st) floor of the Building in its then as-is condition ("Proposed Lease Space") when all or a portion thereof becomes available for leasing by Landlord to any third-party. At such time as all or a portion of such space becomes available for leasing, Landlord shall deliver written notice to Tenant ("ROFO Notice") identifying (i) the proposed monthly rent ("Proposed Monthly Rent") for the Proposed Lease Space, (ii) such other relevant business terms agreed to by the parties ("Proposed Terms"), and (iii) the date upon which the term of the Proposed Lease is to commence ("Proposed Commencement Date"). For a period of ten (10) days

following Landlord's delivery of the ROFO Notice ("ROFO Exercise Period") Tenant shall have the right to sublease the Proposed Lease Space commencing on the Proposed Commencement Date, or such other date as Landlord and Tenant may mutually agree upon, for an amount equal to the Proposed Monthly Rent and on the Proposed Terms. If Tenant does not exercise its option to lease the Proposed Lease Space prior to the expiration of the ROFO Exercise Period, then Landlord may proceed to lease for the Proposed Lease Space (or any portion thereof), at any time on terms substantially equivalent to those set forth in the ROFO Notice.

C. Renewal Options.

1. Landlord hereby grants Tenant two (2) options (each, a "Renewal Option") to renew the Term, each for a period of five (5) years (each, a "Renewal Term"), upon the following terms and conditions:

(a) Tenant gives Landlord written notice of Tenant's election to exercise a Renewal Option (each, an "Exercise Notice") not later than nine (9) months prior to the expiration date of the then current Term; and

(b) Tenant is not in Default under this Lease beyond any applicable cure dates, either on the date Tenant exercises such Renewal Option or on the expiration date of then current Term, and this Lease is in full force and effect on the date on which Tenant exercises such Renewal Option and on the expiration date of the then current Term.

2. If Tenant timely and properly exercises the Renewal Option, the Minimum Rent payable for the Renewal Term (a "Renewal Term"), as applicable, shall be at current market rent ("Market Rate") defined below. With respect to the Renewal Options, and the right of first offer provision pertaining to the Proposed Lease Space hereunder, the applicable fair market value rental rate ("Market Rate") shall be that rate charged to tenants of comparable size, location, and conditions in comparable office buildings located in the Merrionette Park, Illinois area's suburban office market. In addition, the following shall be taken into consideration: the location, quality and age of the building; the use, size and floor level(s) of the space in question; all concessions (including, but not limited to all allowances, abatements, inducements, credits, etc.); extent of services provided or to be provided; distinction between "gross" and "net" lease; base year or dollar amounts for escalation purposes (both operating expenses and ad valorem/real estate taxes); credit standing and financial stature of the tenant; lease term; the time the particular rental rate under consideration was agreed upon and became or is to become effective; the payment of any leasing commissions and/or fees/bonuses in lieu thereof, whether to the respective landlord, any person or entity affiliated with that landlord, or otherwise; and any other relevant terms and conditions pertinent in making such Market Rate determination.

If Landlord and Tenant do not agree on the Market Rate within ninety (90) days after Tenant delivers an Exercise Notice to Landlord, said option shall be considered null and void.

3. Tenant shall have no further options to renew the Term of this Lease beyond the expiration dates of the Renewal Terms.

4. Landlord shall not be obligated to perform any leasehold improvement work in the Premises or give Tenant any allowance for any such work or any other purposes during or for any Renewal Term.

5. Except for the rate of Minimum Rent, all of the terms and provisions of this Lease shall remain the same and in full force and effect during each Renewal Term.

6. The Renewal Option shall automatically terminate and become null and void upon the earlier to occur of (1) the expiration or termination of this Lease, (2) the termination of Tenant's right to possession of all or any part of the Premises, or (3) the failure of Tenant to timely or properly exercise the Renewal Option.

D. Contraction Option

1. Tenant shall have an option (the "Contraction Option") to terminate a portion of the Premises (the approximate 4,210 RSF Cath Lab ("Contracted Space") (the exact size of which to be finalized once the final plans are approved by Tenant). The Contraction Option is granted subject to the following terms and conditions:

(a) Tenant gives Landlord twelve (12) months advance written notice of Tenant's election to exercise the Contraction Option with the contraction to be effective during months sixty-one (61) through sixty-nine (69) of the initial Term on such date as specified by Tenant in its written notice ("Contraction Date").

(b) Tenant is not in any Default under this Lease beyond any applicable cure period, either on the date that Tenant exercises the Contraction Option or on the Contraction Date.

(c) Tenant pays a contraction fee of \$3,100 per month multiplied by the number of months remaining on the initial Term (the "Contraction Fee"). The Contraction Fee shall be paid fifty percent (50%) with the written notice and fifty percent (50%) on or before forty-five (45) days prior to the Contraction Date.

2. If Tenant timely and properly exercises the Contraction Option (1) all Rent payable under this Lease shall be paid through and apportioned as of the Contraction Date and (2) neither party shall have any rights, estates, liabilities or obligations under this Lease with respect to the Contracted Space for the period accruing after the Contraction Date, except those which, by the provisions of this Lease, are intended to survive the expiration or termination of the Term of this Lease.

3. Tenant shall surrender the Contracted Space in accordance with Article 16.

ARTICLE 4 -- MINIMUM RENT

Tenant shall pay Landlord the monthly Minimum Rent set forth in Article 1 in advance on or before the first day of each calendar month during the Term from and after the Rent Commencement Date. Said Minimum Rent excludes all Taxes and Expenses as outlined below.

ARTICLE 5 -- PAYMENT OF RENT AND PRORATIONS

A. Rent. Minimum Rent, Taxes, Expenses and any other amounts which Tenant is or becomes obligated to pay Landlord under this Lease are sometimes herein referred to collectively as "Rent", and all remedies applicable to the non-payment of Rent shall be applicable thereto. Rent shall be paid without any prior demand or notice therefor, and shall in all events be paid without any deduction, recoupment, set-off or counterclaim, and without relief from any valuation or appraisal laws. Tenant shall pay any rent tax, sales tax, service tax, transfer tax, value added tax, or any other applicable tax on the Rent, which burden falls on Tenant. Landlord may apply payments received from Tenant to any obligations of Tenant then accrued, without regard to such obligations as may be designated by Tenant.

B. Prorations. If the Rent Commencement Date is a day other than the first day of a calendar month or if the Term ends on a day other than the last day of a calendar month, the Minimum Rent, monthly payments of estimated Taxes and Expenses and any other amounts payable on a monthly basis shall be prorated on a per diem basis for such partial calendar months. If the Minimum Rent is scheduled to increase under Article 1 other than on the first day of a calendar month, the amount for such month shall be prorated on a per diem basis to reflect the number of days of such month at the then current and increased rates, respectively. If the Rent Commencement Date is other than on January 1, or the Term ends other than on December 31, Tenant's obligations to pay amounts towards actual Taxes and Expenses for such first or final calendar years shall be prorated on a per diem basis to reflect the portion of such years included in the Term.

ARTICLE 6 -- TAXES AND EXPENSES

- A. Taxes.** During each Lease Year, Tenant shall pay Landlord a minimum amount equal to \$5.50 per RSF of the Premises (the "Minimum Tax Rate"); provided, however, that such amount may increase if the actual real property taxes assessed against the Project exceed the Minimum Tax Rate. Tenant shall make such payments in the manner described below from and after the Rent Commencement Date.
- B. Expenses.** During each Lease Year, Tenant shall pay Landlord an amount equal to Tenant's Proportionate Share of the Expenses for such year, such amount to be payable in the manner described below from and after the Rent Commencement Date.
- C. Manner of Payment.** Taxes and Expenses shall be paid in the following manner:
- (a) Landlord may reasonably estimate in advance the amounts Tenant shall owe for Taxes and Expenses for any full or partial calendar year of the Term. Landlord shall make such estimate only once per year, in the same month each year, and with written notices of said estimates with a detailed statement showing how the estimates were calculated. In such event, Tenant shall pay such estimated amounts, on a monthly basis, on or before the first (1st) day of each calendar month, together with Tenant's payment of Minimum Rent.
- (b) Within ninety (90) days after the end of each calendar year (or, if the tax bills are not available within that ninety (90) day period, within thirty (30) days after the date that such tax bills are available), time being of the essence, Landlord shall provide a statement (the "Statement") to Tenant showing: (a) the amount of actual Taxes and Expenses for such calendar year, (b) any amount paid by Tenant towards Taxes and Expenses during such calendar year on an estimated basis, and (c) any revised estimate of Tenant's obligations for Taxes and Expenses for the current calendar year.
- (c) If the Statement shows that Tenant's estimated payments were less than Tenant's actual obligations for Taxes and Expenses for such year, Tenant shall pay the difference. If the Statement shows an increase in Tenant's estimated payments for the current calendar year, Tenant shall pay the difference between the new and former estimates for the period from January 1 of the current calendar year through the month in which the Statement is sent and each month thereafter. Tenant shall make such payments within thirty (30) days after Landlord sends the Statement.
- (d) If the Statement shows that Tenant's estimated payments exceeded Tenant's actual obligations for Taxes and Expenses, Tenant shall receive a credit for the difference against payments of Rent next due. If the Term shall have expired and no further Rent shall be due, Landlord shall refund such difference when Landlord sends the Statement.
- D. Tax Refunds, Supplemental Billings and Fiscal Tax Years.** Tenant shall not benefit from any tax refunds that the Landlord may receive with respect to the Project. If Taxes for any period during the Term or any extension thereof shall be increased above the Minimum Tax Rate after payment thereof by Landlord for any reason, including without limitation error, reassessment, or supplemental billing by applicable governmental or municipal authorities, Tenant shall pay Landlord within thirty (30) days after written notice with proper back-up, Tenant's Proportionate Share of such increased Taxes.
- E. Finality of Statements.** Unless Tenant takes exception to any Statement by written notice to Landlord within one hundred twenty (120) days after Landlord provides such Statement to Tenant, such Statement shall be considered final and binding on Tenant. Pending resolution of any such exceptions, Tenant shall continue paying Tenant's Proportionate Share of Taxes and Expenses in the amounts determined by Landlord, subject to adjustment between the parties after any such exceptions are resolved. Tenant will have the right, at any time within one hundred eighty (180) days following its receipt of any final annual operating expense statement, to retain an independent company or accounting firm to complete a review and audit. If such audit or review reveals that Landlord overcharged Tenant, then within fifteen (15) business days after the results of such audit are made available to Landlord, Landlord will reimburse

Tenant the amount of such overcharge plus interest at the prevailing prime interest rate (“Prime Rate”), as established from time to time by JP Morgan Chase. Tenant agrees to pay the cost of such audit; however, if the audit correctly reveals that the Landlord’s determination of Tenant’s Proportionate Share of Taxes and Expenses as set forth in a statement sent to Tenant was in error in Landlord’s favor by more than three percent (3%), Landlord will pay the cost of such audit.

F. General Matters. In lieu of providing one Statement covering Taxes and Expenses, Landlord may provide separate Statements at the same or different times but in no event more than once per year and always in the same month for each respective item. No delay by Landlord in providing the Statement (or separate statements) shall be deemed a default by Landlord or a waiver of Landlord’s right to require payment of Tenant’s obligations for actual or estimated Taxes or Expenses.

G. Proration Methodology. There will be no gross-up of Taxes and Expenses that do not vary with occupancy levels. Taxes and Expenses will be calculated based on the final Premises RSF divided by the total RSF of the Building (41,969 RSF). Expenses are computed on a cash basis. Taxes are computed on the latest ascertainable tax information and Landlord will consistently apply the same methodology throughout Tenant’s Term and any Extensions.

H. OPERATING EXPENSE EXCLUSIONS. Notwithstanding anything contained herein to the contrary, Expenses shall not include the following:

(a) The cost of alterations, capital improvements, equipment replacements, and other items which under generally accepted accounting principles are properly classified as capital expenditures, except for those capital improvements intended to reduce operating expenses (but only to the extent that operating expenses are actually reduced). Costs of a capital nature, except as provided below, including, but not limited to, capital additions, capital improvements, capital repairs, capital alterations, capital replacements, capital equipment and capital tools, and/or capital redesign, all in accordance with generally accepted accounting principles, consistently applied. Amortization charges on account of any capital expenditure incurred by Landlord to effect an annual net reduction in Operating Expenses to the extent that such charge (inclusive of financing costs, all amortized over the reasonable life of the capital investment item in accordance with generally accepted accounting principles, consistently applied, but in no event to extend beyond the useful life of the Building), in each instance, exceeds the anticipated savings in Operating Expenses attributable to such expenditure in any given year.

(b) Expenses incurred for business interruption or rental value insurance.

(c) Leasing commissions, attorney’s fees, costs, disbursements and other expenses incurred by Landlord or its agents in connection with negotiations for leases with tenants, other occupanys or prospective tenants of the Building, and similar costs incurred in connection with disputes with and/or enforcement of any leases with tenants, other occupants, or prospective tenants of the Building.

(d) “Tenant allowances”, “tenant concessions”, work letters, and other costs or expenses (including permit, license and inspection fees) incurred in completing, featuring, furnishing, renovating or otherwise improving, decorating or redecorating space for tenants or other occupants of the Building, or vacant, leasable space in the Building, including space planning/interior design and engineering fees for same.

(e) Repairs, alternations, additions, improvements, or replacements made to rectify or correct any defect in the original design, materials or workmanship of the Building or Common Areas. Costs of correcting defects, including any allowances for same, in the construction of the Building (including latent defects) or equipment used therein (or the replacement of defective equipment), any associated parking facilities, or other improvements, or in the equipment use therein.

(f) Costs or expenses (including fines, penalties and legal fees) incurred due to the violation by Landlord, its employees, agents and contractors, any tenant (other than Tenant) or other occupant of the

Building, of any terms and conditions (other than by Tenant) of this Lease or of the leases of other tenants in the Building, and of any valid, applicable laws, rules, regulations and codes of any federal, state, county, municipal or other governmental authority having jurisdiction over the Building that would not have incurred but for such violation by Landlord, its employees, agents and contractors, it being intended that each party shall be responsible for the costs resulting from its own violation of such leases and laws, rules, regulations and codes as same shall pertain to the Building.

(g) The cost of repairs or replacements incurred by reason of fire, windstorm or other casualty or condemnation and eminent domain (except for the reasonable deductible amounts not reimbursed after repairs are completed which were necessitated by such damage) to the extent that either (a) Landlord is compensated therefore through proceeds of insurance or condemnation awards; (b) Landlord failed to obtain insurance against such fire or casualty, if insurance was available at a commercially reasonable rate, against a risk of such nature at the time of same; or (c) Landlord is not fully compensated therefore due to the coinsurance provisions of its insurance policies on account of Landlord's failure to obtain a sufficient amount of coverage against such risk.

(h) Rentals and other related expenses, if any, incurred in leasing air conditioning systems, elevators or other equipment ordinarily considered to be of a capital nature, except equipment which is used in providing janitorial services and which is not affixed to the Building.

(i) Any costs related to the negligence or willful misconduct of Landlord, Landlord's employees, contractors and agents.

(j) Management fees in excess of management fees paid on comparable Buildings in the office building market in the Merrionette Park, Illinois area (but in no event shall such management fee be more than four percent (4%) of Building gross revenue).

(k) Compensation paid to officers or executives of the Landlord, and except for the management fee, costs of Landlord's general overhead and general administrative expenses (individual, partnership or corporate, as the case may be), which costs would not be chargeable to Operating Expenses of the Building in accordance with generally accepted accounting principles, consistently applied.

(l) Salaries of service personnel to the extent that such personnel perform services not solely in connection with the management, operation, repair, or maintenance of the building.

(m) The cost of overtime or all other expenses to Landlord in curing its defaults.

(n) Penalties for late payments, including, without limitation, taxes, equipment leases, and all other recurring expenses.

(o) Legal fees, accounting fees, and other expenses incurred in connection with disputes with tenants or occupants of the Building or associated with the enforcement of the terms of any leases with tenants or the defense of Landlord's title or interest in the Building or any party thereof.

(p) Costs (including permits, licensing, and inspection fees) incurred in renovations or otherwise improving, decorating, painting, or altering space for tenants or other occupants or of vacant space (excluding common areas) in the building.

(q) Any cash or other consideration paid by Landlord on account of, with respect to, or in lieu of the tenant work or alterations described herein.

(r) Contributions to operating expenses reserves.

(s) Cost incurred due to liability by any other tenant of the Building pursuant to the terms and conditions of a lease.

(t) Costs of any services, items and benefits for which Tenant or any other tenant or occupant of the Building specifically reimburses Landlord or for which Tenant or any other tenant or occupant of the Building pays third parties.

(u) Costs in connection with services (including electricity), items or other benefits of a type which are not standard for the Building and which are not available to Tenant without specific charge therefore, but which are provided to another tenant or occupant of the Building, whether or not such other tenant or occupant is specifically charged therefore by Landlord.

(v) Landlord shall not collect in excess of one hundred percent (100%) of Taxes and Expenses and shall not recover any items of cost more than once.

(w) Any structural repairs and alterations, additions, improvements or replacements made to the roof. Repairs to the roof are acceptable as an operating expense.

(x) Expenses for repairs, replacements, and general maintenance paid by proceeds of insurance by Tenant or other third parties and alterations attributable solely to tenants of buildings.

(y) Interest on indebtedness or any costs of finance or refinancing the Building, Building equipment, or Building improvements, replacements, or repairs.

(z) Depreciation, other "non-cash" expense items or amortization.

(aa) The costs incurred in performing work or furnishing services for individual tenants, which work or services are in excess of work and services provided to Tenant under the Lease.

(bb) The amount of rent payable under and pursuant to any ground lease pertaining to the Building.

(cc) Losses incurred which are subject to reimbursement by other tenants of the Building.

(dd) Overtime HVAC costs or electricity costs if charged separately to other Building tenants.

(ee) Wages and costs associated with home office, off-site employees of Landlord other than the reasonable cost of professional services provided by such employees which would otherwise be provided by an outside professional.

(ff) Any advertising, promotional and marketing expenses.

(gg) Compensation paid to clerks, attendants or other persons in commercial concessions (such as a snack bar, restaurant or newsstand), if any, operated by Landlord or any subsidiary or Affiliate of Landlord.

(hh) Costs incurred in installing, operating, maintaining and/or owning (if applicable), any specialty items or services not normally installed, operated and maintained in buildings comparable to the Building and not necessary for Landlord's operation, repair and maintenance of, and the providing of required services for, the Building and any associated parking facilities, including, but not limited to, an observatory, beacon(s), broadcasting facilities (other than the Building's music system, and life support and security systems), luncheon club, athletic or recreational club, child care center, kiosks, promotions, displays and concierge.

(ii) Expenses incurred by the Landlord, if any, in connection with the operation, cleaning, repair, safety, management, security, maintenance or other services of any kind provided to any portions of the Building which are leased or designed to be used for retail, garage, storage purposes or any non-office

use. This exclusion does not include expenses incurred by Landlord with respect to the parking facilities of the Project.

(jj) Costs or expenses for sculpture, paintings or other works of art, including costs incurred with respect to the purchase, ownership, leasing, showing, promotion, repair and/or maintenance of same.

(kk) Costs for which Landlord is compensated through or reimbursed by insurance or other means of recovery.

(ll) Costs of correcting or repairing defects in the Building and any associated parking facilities, and equipment or the replacement of defective equipment; to the extent such costs are covered by warranties of manufacturers, suppliers or contractors, or are otherwise borne by parties other than Landlord.

(mm) Contributions to operating expense reserves.

(nn) Cost incurred in removing the personal property of former tenants and other occupants of the Building.

(oo) Rental and any other expenses, including wages, salaries and benefits, and adjustments thereto, for Landlord's on-site management and/or leasing offices.

(pp) Consulting costs and expenses incurred by Landlord except to the extent same relate exclusively to the improved management or operation of the Building.

(qq) Costs or fees relating to the defense of Landlord's title to or interest in the Building and land, or any part of the Project.

(rr) Compensation in the form of wages, salaries and such other compensation and benefits, as well as any adjustments thereto, for all employees and personnel of Landlord above the level of the property manager of the Building.

(ss) Taxes other than Real Estate Taxes.

(tt) Any amounts payable by Landlord by way of indemnity or for damages or which constitute a fine, interest, or penalty, including interest or penalties for any late payments of Taxes and Expenses.

(uu) Any improvement installed or work performed or any other cost or expense incurred by Landlord in order to comply with the requirements for the obtaining or renewal of a certificate of occupancy for the Building or any space therein.

(vv) If any taxes paid by Landlord and previously included in Taxes and Expenses are refunded, Landlord shall promptly pay Tenant an amount equal to the amount of such refund (less the reasonable expenses incurred by Landlord in obtaining such refund) multiplied by Tenant's Pro Rata Share in effect for the period to which such refund relates, or at Landlord's option, shall permit Tenant to offset any such refund against Rent coming due hereunder.

(ww) The operating expenses incurred by Landlord relative to retail stores and any specialty services in the Building.

(xx) Payments in respect of overhead and/or profit to any subsidiary or Affiliate (hereinafter defined) of Landlord, or to any other party, as a result of a non-competitive selection process for services on or to the Building and/or the Land, or for goods, supplies or other materials, to the extent that the costs of such services, goods, supplies and/or materials exceed the costs that would have been paid had the

services, goods, supplies or materials been provided by parties unaffiliated with Landlord, or by third parties, of similar skill, competence and experience, on a competitive basis.

(yy) Payments of principal, finance charges or interest on debt or amortization on any mortgage, deed of trust or other debt, and rental payments (or increases in same) under any ground or underlying lease or leases (except to the extent the same may be made to pay or reimburse, or may be measured by, real estate taxes).

(zz) Janitorial services related to the Premises for which Tenant contracts separately.

ARTICLE 7 -- CONDITION OF PREMISES

Tenant agrees to accept the Premises, Building and any Systems and Equipment serving the Premises "as is," without any agreements, representations, understandings or obligations on the part of Landlord to perform any alterations, repairs or improvements, except as provided in Exhibit C hereto and elsewhere in this Lease. During any period that Tenant shall be permitted or required to enter the Premises prior to the Commencement Date (to plan or perform any work required for Tenant's initial occupancy), Tenant shall comply with all terms and provisions of this Lease, except those provisions requiring the payment of Rent.

ARTICLE 8 -- TRADE FIXTURES, ALTERATIONS AND LIENS

- A. Approval.** Tenant shall not attach any fixtures, equipment or other items to the Premises or make any additions, changes, alterations or improvements to the Premises or the Systems and Equipment serving the Premises, except Tenant's initial equipment installation as set forth on Exhibit E ("Tenant's Initial Installation") (which installation is accepted by Landlord), without the prior written consent of Landlord. Landlord shall not unreasonably withhold consent, except that Landlord reserves the right to withhold consent in Landlord's sole discretion for work affecting the structural integrity, safety or security of the Building or Premises, the Systems and Equipment, or the appearance of the Building or the Premises from outside the Premises or Building. Landlord's consent shall not be required for any non-structural alterations to the Premises which do not affect the base Building systems.
- B. Conditions.** Except for the Tenant's Initial Installations described in Exhibit E, Landlord reserves the right to impose requirements as a condition of such consent or otherwise in connection with Tenant's future installations, including without limitation, requirements that Tenant: (i) submit for Landlord's prior written approval detailed plans and specifications prepared by licensed and competent architects and engineers, (ii) submit for Landlord's prior written approval the names, addresses and background information concerning all contractors, subcontractors and suppliers, (iii) obtain and post permits, bonds, and additional insurance, (iv) submit contractor, subcontractor and supplier lien waivers, (v) use union labor, and (vi) comply with such other reasonable requirements as Landlord may impose concerning the manner and times in which such installations shall be done and other aspects of the installations. If Landlord consents or recommends any suppliers, contractors, architects, or engineers, the same shall not be deemed a warranty as to the adequacy of the design, workmanship or quality of materials, or compliance of the installations with any Laws.
- C. Performance of Work.** All work (including Landlord's) shall be performed: (i) in a thoroughly first class, professional and workmanlike manner, (ii) only with materials that are new, high quality, and free of material defects, (iii) strictly in accordance with plans and specifications approved by Landlord in advance in writing, (iv) not to adversely affect the Systems and Equipment or the structure of the Building, (v) diligently to completion and so as to cause the least possible interference with other tenants and the operation of the Building, and (vi) in compliance with all Laws and other provisions of this Lease, including without limitation, Exhibit C and the Rules attached hereto as Rider One. If Tenant fails to perform the work and installations as required herein or the materials supplied fail to comply herewith or with the specifications approved by Landlord, and Tenant fails to cure such failure within ten (10) business days after written notice by Landlord (except that notice shall not be required in emergencies), Landlord shall have the right to stop the work and installation until such failure is cured (which shall not be in

limitation of Landlord's other remedies and shall not serve to abate the Rent or Tenant's other obligations under this Lease).

- D. **Liens.** Tenant shall keep the Building and Premises free from any mechanic's, materialman's or similar liens or encumbrances, and any claims therefor, in connection with any Work. Tenant shall remove any such claim, lien or encumbrance by bond or otherwise within thirty (30) days after notice by Landlord. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by Landlord shall be deemed additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord.
- E. **Landlord's Costs.** Tenant shall pay Landlord's reasonable out-of-pocket costs for any outside engineer, architect or consultant, in reviewing Tenant's plans and specifications or otherwise incurred by Landlord in connection with the installations not to exceed Five Hundred Dollars (\$500).

ARTICLE 9 -- USE AND OPERATING REQUIREMENTS

- A. **Use; Compliance With Laws.** Tenant shall use the Premises for the purposes specified in Article 1 and for no other purpose whatsoever, subject to and in compliance with all other provisions of this Lease, including without limitation the Rules attached as Rider One hereto. Tenant shall comply with all Laws relating to the Premises and Tenant's use thereof.
- B. **Special Use Provisions.** Tenant shall not use the Premises or allow the Premises to be used for any of the following uses or purposes:
 - (a) Physical therapy and/or rehabilitation;
 - (b) Radiology or nuclear medicine (other than angiography and cardiovascular imaging);
 - (c) Opthamology & sale of eye wear.

Tenant shall not spill, discharge or deposit any drugs, medical wastes, chemicals or other business fluids, liquids or materials into the sinks, toilets or urinals located in the Premises or Building.

ARTICLE 10 -- UTILITIES AND SERVICES

- A. **General Utilities.** Tenant shall obtain in Tenant's own name, and pay the utility company or other provider directly for, all telephone and other communication services, alarm and other security services and pest and rodent control furnished to or for the Premises, including all connection, disconnection and maintenance charges, deposits, taxes or fees therefor. With respect to all utilities that are not separately metered for the Premises (including electricity), Tenant shall pay Landlord a share of such utilities based on the rentable square footage of the Premises as a percentage of the total RSF of space that is jointly metered. Actual costs and estimated costs for utilities shall be provided according to other Taxes and Expenses in Article 6.
- B. **Water.** Landlord shall provide cold water for drinking and toilet purposes and cold and hot water for lavatory purposes.
- C. **Installation, Connection and Use of Utility Equipment.** Landlord shall provide electricity to all outlets and lighting fixtures within the Premises in accordance with the Tenant's design specifications and shall provide water/sewer services at the Premises in accordance with Tenant's design specifications. Tenant shall install and connect all equipment and lines to the utilities. Tenant shall not install any equipment or fixtures, or use the same, so as to exceed the safe and lawful capacity of any utility equipment or lines serving the same. The installation, alteration, replacement or connection of any utility equipment and lines shall be subject to the requirements for alterations of the Premises set forth in Article 8.

- D. HVAC.** Landlord shall provide heating ventilation and air conditioning (“HVAC”) services to maintain comfortable occupancy of the Premises to the tolerances set forth on Exhibit F attached hereto under normal business operations daily from 7:00 A.M. to 6:00 P.M., Sundays, New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day excluded. Tenant shall not install or utilize any machines, equipment or apparatus requiring supplemental air conditioning, without the express written consent of Landlord. Tenant shall be responsible for the cost of the installation and maintenance of any supplemental air conditioning equipment required by reason of Tenant’s use of heat generating equipment. Notwithstanding the above, Tenant will not be responsible for the supplemental air conditioning required by the Initial Installation of the server room(s) and angiography suite within the Premises. After hours utility charges are currently \$25.00 per hour. The utility costs only include Landlord’s actual out-of-pocket costs without a profit to, or overhead charge by, Landlord (“Actual Cost”).
- E. Interruptions.** Landlord shall not be liable in damages or otherwise for any failure, variation, shortage or interruption of any utilities or services. In the event utility service is interrupted for greater than five (5) consecutive days, Rent shall abate until such time as the utility service is restored, and if such interruption is attributable to circumstances within the Landlord’s control.
- F. Excess Electrical Usage.** Tenant shall not consume electric current in excess of that usually furnished or supplied in connection with the Permitted Use stated in Article 1, Section K.. Should Tenant’s consumption of electric current exceed the amounts that may be typically furnished or supplied or should any of Tenant’s devices or equipment require voltages higher than 120, or any devices or equipment require more than a 20 amp service, or should Landlord receive complaints from other tenants in the building regarding Tenant’s consumption or electric current, Tenant shall install an electrical current meter (or submeter) on any such devices or equipment to measure the amount of electric current consumed. The cost of any such meter and of its installation, maintenance and repair shall be paid for by the Tenant and Tenant agrees to pay to Landlord for all such electric current consumed as shown by said meters (or submeters), at the rates charged for such services by the local public utility plus any reasonable additional expense incurred in keeping account of the electric current so consumed.

ARTICLE 11 -- MAINTENANCE AND REPAIR OF PREMISES

- A. Tenant Maintenance and Repairs.** Tenant shall keep the Premises in good working order, repair and condition (which condition shall also be clean, sanitary, sightly and free of pests and rodents, and which repairs shall include necessary replacements) and in compliance with all Laws hereafter adopted, except to the extent provided to the contrary in Article 14 respecting casualty damage. Tenant’s obligations hereunder shall include these items within the Premises only: Tenant’s trade fixtures and equipment, ceilings, walls, entrances, signs, interior decorations, floor-coverings, wall-coverings, entry and interior doors, exterior and interior glass, plumbing fixtures, light fixtures and bulbs, keys and locks, fire extinguishers, equipment and lines for water, sewer, electrical, gas, steam, sprinkler and mechanical facilities and any other systems and equipment which serve the Premises exclusively, and all alterations and improvements to the Premises whether installed by Landlord or Tenant unless such repairs are necessitated because of the negligent acts of the Landlord, other tenants in the Project. Tenant shall also at Landlord’s option perform or reimburse Landlord for any repairs, maintenance and replacements to areas of the Building or Project (including the Premises) caused by Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors. Any repairs or other work by Tenant hereunder shall be deemed work under Article 8, and shall be subject to all of the requirements thereunder. Tenant shall make all non-structural repairs to the interior of the Premises required by any law or ordinance or any order or regulation of any public authority necessary because of Tenant’s use or occupancy of the Premises, shall keep the Premises equipped with all safety appliances or systems so required because of such use or occupancy, shall procure all licenses and permits required for any such use or occupancy, and shall comply with the orders and regulations of all governmental authorities with respect to its use and occupancy of the Premises.
- B. Landlord Maintenance and Repairs.** Landlord shall deliver the Premises to Tenant in compliance with all Laws in effect as of the Commencement Date. Landlord shall also perform any capital expenditures required to cause the Premises to comply with future Laws, provided such non-compliance is not due to

Tenant's specific use or alterations or improvements installed by Tenant. Landlord shall keep the roof above, foundation, exterior walls, common utility lines to the point of connection for Tenant, HVAC units and structural portions of the Premises in good working order and repair, provided that Tenant shall give Landlord reasonable prior notice of the necessity for such repairs, and further provided that any damage thereto shall not have been caused by any act or omission of, or violation of this Lease by, Tenant or any other occupant of the Premises, or any of their employees, agents, invitees or contractors, in which event Landlord may perform or require that Tenant perform such repairs as provided above (without limiting Landlord's other remedies therefor).

ARTICLE 12 -- COMMON AREAS AND ACCESS

- A. Access.** Landlord shall provide Tenant with twenty four (24) hours, seven (7) days per week, three hundred sixty five (365) days per year use of the Premises and Common Areas of the Project.
- B. Use of Common Areas.** Tenant and Tenant's employees and invitees may use the Common Areas on a non-exclusive basis in common with all other parties to whom the right to use such Common Areas has been or is hereafter granted, subject to the following conditions: (1) Tenant shall not directly or indirectly conduct business in the Common Areas or make any use of the Common Areas which interferes in any way with the use of the Common Areas by other parties, (2) Tenant's use of the Common Areas shall be subject to the other provisions of this Lease, including, without limitation, the Rules attached as Rider One hereto, and (3) Tenant's right to use the Common Areas shall terminate upon the expiration or earlier termination of this Lease or Tenant's right to possession of the Premises.
- C. Common Area Maintenance and Control.** Landlord shall administer, operate, clean, maintain and repair the Common Areas, and Tenant shall pay Tenant's Proportionate Share of Landlord's costs therefor as part of Expenses. Landlord reserves the right at all times to determine the nature and extent of all Common Areas, and shall have exclusive control and management thereof. Landlord shall have the right to close all or a portion of the Common Areas to discourage non-customer parking or prevent a dedication thereof to public use or otherwise prevent the acquisition of public rights in such areas, and shall have the right to take such other actions as are further described in Article 21.
- D. Definition of Common Areas.** "Common Areas" shall mean areas of the Building and its underlying real estate made available by Landlord from time to time for the general use or benefit of Tenant and other parties in the Project, as such areas currently exist and as they may be changed from time to time. Without limiting the generality of the foregoing, the Common Areas include any parking areas, sidewalks, passageways, service corridors, loading platforms, delivery areas, ramps, landscaped areas, common lighting facilities, drainage facilities and areas, and all other decorations, fixtures, improvements, Systems and Equipment, and other facilities, located in or serving any of the foregoing, except to the extent reserved for use by designated tenants.
- E. Use of Appurtenances.** Tenant will have the reasonable right, at no cost, and subject to the requirements of Article 8, to use Building shafts, risers or conduits between Tenant's Premises and other parts of the Building (including the roof) for the installation and maintenance of conduits, cables, ducts, flues, pipes and other devices for communications, data processing devices, supplementary HVAC and other facilities consistent with Tenant's Use of its Premises and other portions of the Building. Landlord will respond to Tenant's requests hereunder within ten (10) business days after being served with Tenant's request and approval will not be unreasonably withheld.

ARTICLE 13 -- INSURANCE, SUBROGATION, AND WAIVER OF CLAIMS

- A. Required Insurance.** Tenant shall maintain during the Term: (i) commercial general liability insurance, with a contractual liability endorsement covering Tenant's indemnity obligations under this Lease, and with limits of not less than \$2,000,000 combined single limit per occurrence for personal injury, bodily injury or death, or property damage or destruction (including loss of use thereof) per occurrence, (ii) workers' compensation insurance as required by statute, and employer's liability insurance in the amount of at least \$500,000 per occurrence and (iii) "all-risk" property damage insurance covering Tenant's inventory,

personal property, business records, furniture, floor coverings, fixtures and equipment, and all of Tenant's installations for damage or other loss caused by fire or other casualty or cause including, but not limited to, vandalism and malicious mischief, theft, explosion, business interruption, and water damage of any type, including sprinkler leakage, bursting and stoppage of pipes. All insurance required hereunder shall be provided by responsible insurers rated at least A and 10 in the then current edition of Best's Insurance Guide and shall be licensed in Illinois. Tenant's property damage insurance shall include full replacement cost coverage and the amount shall satisfy any coinsurance requirements under the applicable policy. Tenant's insurance shall be primary, and any insurance maintained by Landlord or any other additional insureds hereunder shall be excess and noncontributory. Landlord shall have the right to reasonably increase the amount or expand the scope of insurance to be maintained by Tenant hereunder from time to time, with reasonable written notice including a complete explanation.

- B. Certificates, Subrogation and Other Matters.** Tenant shall provide Landlord with certificates evidencing the coverage required hereunder (and, with respect to liability coverage showing Landlord and Landlord's managing agent for the Building and others designated by Landlord as additional insureds, and with respect to leasehold improvements showing Landlord as an additional insured). Tenant shall provide such certificates prior to the Commencement Date or Tenant's possession of the Premises or construction of improvements therein (whichever first occurs). Tenant shall provide renewal certificates to Landlord at least thirty (30) days prior to expiration of such policies. Such certificates shall state that the coverage may not be changed or canceled without at least thirty (30) days' prior written notice to Landlord. The parties mutually hereby waive all rights and claims against each other for all losses covered by their respective property insurance policies, and waive all rights of subrogation of their respective property insurers. The parties agree that their respective insurance policies are now, or shall be, endorsed so that such waivers of subrogation shall not affect their respective rights to recover thereunder.
- C. Waiver of Claims.** Except for claims arising from Landlord's intentional or negligent acts that are not covered by Tenant's insurance hereunder, Tenant waives all property insurance claims against Landlord for injury or death to persons, damage to property or to any other interest of Tenant sustained by Tenant or any party claiming through Tenant resulting from: (i) any occurrence in or upon the Premises, (ii) leaking of roofs, bursting, stoppage or leaking of water, gas, sewer or steam pipes or equipment, including sprinklers, (iii) wind, rain, snow, ice, flooding, freezing, fire, explosion, earthquake, excessive heat or cold, fire or other casualty, (iv) the Building, Premises, Systems or Equipment being defective, out of repair, or failing, and (v) vandalism, malicious mischief, theft or other acts or omissions of any other parties including without limitation, other tenants, contractors and invitees at the Building. To the extent that Tenant is required to or does carry insurance hereunder, Tenant agrees that Tenant's property loss risks shall be borne by such insurance, and Tenant agrees to look solely to and seek recovery only from its insurance carriers in the event of such losses.

ARTICLE 14 -- CASUALTY DAMAGE

- A. Restoration by Landlord.** If the Premises shall be damaged by fire or other casualty, Landlord shall use available insurance proceeds to repair the Premises, except that Landlord shall not be required to repair or replace any of Tenant's furniture, furnishings, fixtures or equipment, or any alterations or improvements in excess of any Landlord's Work under Exhibit C hereto, and Landlord's obligations shall be subject to any governmental requirements or requirements of any Lender and such Lender's right to control, apply or withhold such insurance proceeds. Landlord shall not be liable or any inconvenience or annoyance to Tenant or its visitors, or injury to Tenant's business resulting in any way from such damage or the repair thereof.
- B. Restoration by Tenant.** Unless this Lease is terminated pursuant to this Article 14, if Landlord repairs the Premises as provided herein, Tenant shall repair and replace Tenant's installations, all items required to be insured by Tenant hereunder, and all other items required to restore the Premises to the condition required under Article 11 of this Lease. Tenant shall commence such work within ten days following substantial completion by Landlord of any repairs required by Landlord hereunder and shall proceed diligently therewith to completion. Tenant's work hereunder shall be subject to all of the provisions of Article 8.

Tenant may close the Premises for business to the extent reasonably required in connection with such repairs.

- C. Abatement of Rent.** Landlord shall allow Tenant a proportionate abatement of Minimum Rent, Taxes and Expenses from the date of the casualty through the date that is thirty (30) days after the date Landlord substantially completes Landlord's repair obligations hereunder (or the date that Landlord would have substantially completed such repairs, but for delays by Tenant, its agents, employees, invitees, Transferees and contractors), provided such abatement shall apply only to the extent the Premises are untenable for the purposes permitted under this Lease and not used by Tenant as a result thereof, based proportionately on the RSF of the Premises so affected and not used.
- D. Landlord's Termination of Lease.** Notwithstanding the foregoing to the contrary, Landlord may elect to terminate this Lease if the Building is materially damaged by Tenant or any other occupant of the Premises, or any of their agents, employees, invitees or contractors, or if the Building is damaged by fire or other casualty or cause such that: (a) more than twenty-five percent (25%) of the Premises is affected by the damage, (b) the damage occurs less than one (1) year prior to the end of the Term, (c) any Lender requires that the insurance proceeds or any portion thereof be applied to the Mortgage debt (or terminates the ground lease, as the case may be), or the damage is not fully covered by Landlord's insurance policies, or (d) in Landlord's reasonable opinion, the cost of the repairs, alterations, restoration or improvement work would exceed twenty-five percent (25%) of the replacement value of the Building or of the portion thereof owned or ground leased by Landlord (whether or not the Premises are affected). In any such case, Landlord may terminate this Lease by notice to Tenant within one hundred twenty (120) days after the date of damage (such termination notice to include a termination date providing at least thirty (30) days for Tenant to vacate the Premises).
- E. Tenant's Termination of Lease.** Tenant may elect to terminate this Lease if the Premises is materially damaged by fire or other casualty and Tenant is thus unable to use all or a substantial portion of the Premises for more than one hundred twenty (120) consecutive days. Tenant shall provide Landlord with written notice of such termination within ten (10) days after the expiration of the 120-day period. Tenant may not elect to terminate this Lease if Tenant or any other occupant of the Premises, or any of their agents, employees, invitees or contractors, caused such fire or casualty.

ARTICLE 15 -- CONDEMNATION

If at least fifteen percent (15%) of the rentable area of the Premises shall be taken by power of eminent domain or condemned by a competent authority or by conveyance in lieu thereof for public or quasi-public use ("Condemnation"), including any temporary taking for a period of one (1) year or longer, this Lease shall terminate on the date possession for such use is so taken. If: (i) less than fifteen percent (15%) of the Premises is taken, but the taking includes a material portion of the Building or of the portion thereof owned or ground leased by Landlord, or (ii) the taking is temporary and will be in effect for less than one (1) year but more than ninety (90) days, then in either such event, Landlord may elect to terminate this Lease upon at least thirty (30) days' written notice to Tenant. The parties further agree that: (a) if this Lease is terminated, all Rent shall be apportioned as of the date of such termination or the date of such taking, whichever shall first occur, (b) if the taking is temporary, Rent shall be abated for the period of the taking (but the Term shall not be extended thereby), and (c) if this Lease is not terminated but any part of the Premises is taken, the Minimum Rent, Taxes and Expenses shall be proportionately abated based on the RSF of the Premises so taken. Landlord shall be entitled to receive the entire award or payment in connection with such Condemnation, except that Tenant shall have the right to file any separate claim available to Tenant for moving expenses and any taking of Tenant's personal property, provided such award is separately payable to Tenant and does not diminish the award available to Landlord or any Lender.

ARTICLE 16 -- RETURN OF POSSESSION

At the expiration or earlier termination of this Lease or Tenant's right of possession, Tenant shall surrender possession of the Premises in broom-clean condition and good repair, free of debris, and otherwise in the condition required under Article 11, and shall ensure that all signs, vaults, safes, shelving, showcases, mirrors, and movable trade fixtures and personal property have been removed therefrom and that any damage caused thereby has been

repaired. All leasehold improvements and other fixtures, such as light fixtures and HVAC equipment, plumbing fixtures, hot water heaters, fire suppression and sprinkler systems, wall coverings, carpeting and drapes, in or serving the Premises, whether installed by Tenant or Landlord, shall be Landlord's property and shall remain, all without compensation, allowance or credit to Tenant. If Tenant shall fail to perform any repairs or restoration, or fail to remove any items from the Premises as required hereunder, Landlord may do so, and Tenant shall pay Landlord the cost thereof upon demand. All property removed from the Premises by Landlord hereunder may be handled, discarded or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All such property shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. If Landlord arranges for storage of any such property, Landlord shall have a lien against such property for costs incurred in removing and storing the same. Notwithstanding anything to the contrary, Tenant retains the right, but shall not be required to remove any of its fixtures (including any and all trade fixtures such as its phone switch, etc.) and furniture or equipment. Any UPS system, supplemental cooling units, cabling, and if the removal of any other equipment would compromise the integrity of the Building, the same shall remain within the Building.

ARTICLE 17 -- HOLDING OVER

Tenant shall pay Landlord ONE hundred FIFTY percent (150%) of the amount of Rent then applicable prorated on a per diem basis for each day Tenant or any party claiming under Tenant shall retain possession of the Premises or any part thereof after expiration or earlier termination of this Lease and Tenant shall pay DIRECT damages sustained by Landlord by reason of such holding over. The foregoing provision shall not serve as permission for Tenant to hold-over, nor serve to extend the Term (although Tenant shall remain a tenant at sufferance, bound to comply with all provisions of this Lease until Tenant vacates the Premises).

ARTICLE 18 -- SUBORDINATION, ATTORNMENT AND MORTGAGEE PROTECTION

This Lease is subject and subordinate to all Mortgages now or hereafter placed upon the Building, and all other encumbrances and matters of public record applicable to the Building, including without limitation, any reciprocal easement or operating agreements, covenants, conditions and restrictions (and Tenant shall not act or permit the Premises to be operated in violation thereof). If any foreclosure or power of sale proceedings are initiated by any Lender or a deed in lieu is granted (or if any ground lease is terminated), Tenant agrees, upon written request of any such Lender or any purchaser at such sale, to attorn and pay Rent to such party and to execute and deliver any instruments necessary or appropriate to evidence or effectuate such attornment. In the event of attornment, no Lender shall be: (i) liable for any act or omission of Landlord, or subject to any offsets or defenses which Tenant might have against Landlord (prior to such Lender becoming Landlord under such attornment), (ii) liable for any security deposit or bound by any prepaid Rent not actually received by such Lender. Any Lender may elect to make this Lease prior to the lien of its Mortgage, and if the Lender under any prior Mortgage shall require, this Lease shall be prior to any subordinate Mortgage; such elections shall be effective upon written notice to Tenant. Tenant agrees to give any Lender by certified mail, return receipt requested, a copy of any notice of default served by Tenant upon Landlord, provided that prior to such notice Tenant has been notified in writing (by way of service on Tenant of a copy of an assignment of leases, or otherwise) of the name and address of such Lender. Tenant further agrees that if Landlord shall have failed to cure such default within the time permitted Landlord for cure under this Lease, any such Lender whose address has been so provided to Tenant shall have an additional period of 30 days in which to cure (or such additional time as may be required due to causes beyond such Lender's control, including time to obtain possession of the Building by power of sale or judicial action). The provisions of this Article shall be self-operative; however, Tenant shall execute such documentation as Landlord or any Lender may request from time to time in order to confirm the matters set forth in this Article in recordable form. Landlord shall provide Tenant and Tenant shall provide Landlord with a subordination, non-disturbance and attornment agreement from their lender in such lender's standard form, both for the initial loan or any replacement loans during the Term and any extensions. At Tenant's written request, Landlord shall request that any Lender execute a written "non-disturbance agreement" in favor of Tenant providing that if Tenant is not in default under this Lease beyond any applicable grace period, such party will recognize this Lease and Tenant's rights hereunder and will not disturb Tenant's possession hereunder, and if this Lease is by operation of law terminated in a foreclosure, that a new lease will be entered into on the same terms as this Lease for the remaining term hereof; provided that if, in order to obtain such non-disturbance agreement Landlord is required to expend any sum, Landlord shall so notify Tenant and Tenant may elect to pay such sum or to withdraw Tenant's request for such non-disturbance agreement. In no event shall

Landlord be required to expend any sums in connection therewith. The failure of any such Lender to execute and deliver such a non-disturbance agreement upon Landlord's request shall not constitute a default hereunder by Landlord, it being understood that Landlord's sole obligation is to request in good faith the execution and delivery of such agreement. In the event Landlord's lender requires a subordination, non-disturbance and attornment agreement from Tenant, Tenant agrees to execute and deliver the same to Landlord's within ten (10) business days of Landlord's request for the same.

ARTICLE 19 -- ESTOPPEL CERTIFICATE

Tenant shall from time to time, within ten (10) business days after written request from Landlord, execute, acknowledge and deliver a statement: (i) certifying that this Lease is unmodified and in full force and effect or, if modified, stating the nature of such modification and certifying that this Lease as so modified, is in full force and effect (or if this Lease is claimed not to be in force and effect, specifying the ground therefor) and the dates to which the Minimum Rent and other charges hereunder have been paid, and the amount of any Security Deposit, (ii) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed, and (iii) certifying such other matters as Landlord may reasonably request, or as may be requested by Landlord's current or prospective Lenders, insurance carriers, auditors, and prospective purchasers. Any such statement may be relied upon by any such parties. If Tenant shall fail to execute and return such statement within the time required herein, Tenant shall be deemed to have agreed with the matters set forth therein. In addition to the foregoing, in the event of a bona fide private equity or venture capital-backed fundraising or at the request of Tenant's lender, but not more frequently than once in any six (6) month period hereunder, Landlord hereby agrees to provide to Tenant an estoppel certificate signed by Landlord, containing the same types of information, and within the same periods of time, as set forth above, with such changes as are reasonably necessary to reflect that the estoppel certificate is being granted and signed by Landlord to Tenant, rather than from Tenant to Landlord or a lender, and shall also contain any other factual information reasonably requested by Tenant.

ARTICLE 20 -- ASSIGNMENT AND SUBLETTING

- A. Transfers.** Tenant shall not, without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed; (i) assign, mortgage, pledge, hypothecate, encumber, permit any lien to attach to, or otherwise transfer, this Lease or any interest hereunder, by operation of law or otherwise, (ii) sublet the Premises or any part thereof, or extend, renew or modify any sublease, or (iii) permit the use of the Premises by any parties other than Tenant and its employees, whether as licensee, concessionaire, franchisee or otherwise (all of the foregoing are hereinafter referred to collectively as "Transfers" and any party to whom any Transfer is made or sought to be made is hereinafter referred to as a "Transferee"). Any Transfer made without complying with this Article shall, at Landlord's option, be null, void and of no effect (which shall not be in limitation of Landlord's other remedies). Whether or not Landlord grants consent, Tenant shall pay any reasonable out of pocket legal fees incurred by Landlord in connection with reviewing and processing Tenant's request for consent not to exceed \$500. Notwithstanding the foregoing, Landlord shall not unreasonably withhold, condition or delay its consent to a proposed assignment or subletting to a person or entity that will use the Premises for a medical use that does not violate any exclusive use rights then in effect in favor of any other tenant or occupant. Notwithstanding anything contained herein to the contrary, Tenant shall be permitted to sublease the Premises or assign this Lease to any related or affiliated party of Tenant or as the result of any merger or sale of all or substantially all of Tenant's assets without the consent of Landlord. Landlord shall have no right of recapture and all rights in this Lease, including Renewals, Expansion, Contraction and Signage Rights shall remain with the Lease and transfer to the assignee or sublessee and become their rights.
- B. Procedure.** If Tenant shall desire Landlord's consent to any Transfer, Tenant shall notify Landlord, which notice shall include: (a) the name and address of the proposed Transferee and a detailed description of the business operation proposed to be conducted in the Premises, (b) the proposed effective date (which shall not be less than twenty-one (21) days after Tenant's notice), (c) the terms of the proposed Transfer, a copy of all documentation pertaining thereto, and a detailed description of any alterations to the Premises required in connection with the Transfer; (d) current financial statements of the proposed Transferee certified by an officer, partner or owner thereof, and (e) names, addresses, periods of ownership and

operation, and reasonable description of all other businesses owned and operated by the Transferee then or within the three previous years.

- C. Consent.** If Landlord consents to a Transfer: (a) the terms and conditions of this Lease shall in no way be deemed to have been waived or modified, including without limitation, the purposes for which the Premises shall be used under Article 1, (b) Tenant shall remain fully liable for all obligations under this Lease, including without limitation, those obligations arising before and after the Transfer, and any assignee shall expressly assume all of Tenant's obligations, (c) such consent shall not be deemed consent to any further Transfer by either Tenant or a Transferee, and (d) Tenant shall deliver to Landlord promptly after execution, an original executed copy of all documentation pertaining to the Transfer in form reasonably acceptable to Landlord. Any sublease hereunder shall be subordinate and subject to the provisions of this Lease, and if this Lease shall be terminated during the term of any sublease, Landlord shall have the right to: (i) treat such sublease as canceled and repossess the Premises by any lawful means, or (ii) require that such subtenant attorn to and recognize Landlord as its landlord under any such sublease.
- D. Certain Transfers.** For purposes of this Lease, the term "Transfer" shall also include the following, whether accomplished directly or indirectly: (a) if Tenant is a partnership, the withdrawal or change, voluntary, involuntary or by operation of law, of a majority of the partners, or a transfer of a majority of partnership interests, in the aggregate on a cumulative basis, or the dissolution of the partnership, and (b) if Tenant is a closely held corporation (i.e., whose stock is not publicly held and not traded through an exchange or over the counter), the: (i) dissolution, merger, consolidation or other reorganization of Tenant, (ii) sale or other transfer of more than a cumulative aggregate of fifty percent (50%) of the voting shares of Tenant (other than to immediate family members by reason of gift or death) or (iii) sale, mortgage, hypothecation or pledge of more than a cumulative aggregate of fifty percent (50%) of Tenant's net assets.
- E. Share of Profits.** Tenant shall retain fifty percent (50%) of any profits from an assignment or sublease.

ARTICLE 21 -- RIGHTS RESERVED BY LANDLORD

Except to the extent expressly limited herein, Landlord reserves full rights to control the Building (which rights may be exercised without subjecting Landlord to claims for constructive eviction, abatement of Rent, damages or other claims of any kind), including more particularly, but without limitation, the following rights:

- A. Access to Premises.** Landlord and its authorized representatives may, upon twenty-four hours advance notice to Tenant: (i) inspect the Premises or to make repairs or to perform maintenance (without interference to Tenant's practice), (ii) during the last six (6) months of the Term of this Lease, exhibit the Premises to current and prospective tenants, or (iii) during the last six (6) months of the Term of this Lease and at any time should Tenant abandon or vacate the Premises, place in and upon the Premises or such other places as may be determined by Landlord "For Rent" signs or notices. Notwithstanding anything to the contrary, Landlord or its authorized representatives may access the Premises without notice to Tenant in the event of an emergency.
- B. Reserved Areas.** Landlord reserves all rights to use (or grant other parties the right to use) and Tenant shall have no right, title or interest in: (i) the roof of the Building, (ii) exterior portions of the Premises (including, without limitation, demising walls and outer walls of the area of the Building in which the Premises are located), (iii) air rights above the Premises and rights to the land and improvements below the floor level of the Premises, and (iv) areas within the Premises necessary for utilities, services, safety and operation of the Building that will not materially interfere with Tenant's use of the Premises, including the Systems and Equipment, fire stairways, and space between any suspended ceiling of the Premises (or the height where a suspended ceiling would otherwise exist) and the slab of the floor or roof of the Building there above.
- C. Other Tenants.** Subject to Articles 3,42 and 43, Landlord reserves the right to lease or sell any portion of the Building or Project to such other tenants as Landlord, in Landlord's sole discretion, deems appropriate, whether or not engaged in the same or similar business for which Tenant is permitted to use the Premises under this Lease. Tenant acknowledges that Landlord has made no representations as to the presence of any

specific tenant or number or types of tenants at the Building as of or after the Commencement Date, hours or days that such other tenants shall or may be open for business, or gross sales which may be achieved by Tenant or any other tenants at the Building. A vacation or abandonment of its premises or cessation of business in the Building by any other tenant or occupant shall not release or excuse Tenant from Tenant's obligations under any provision of this Lease.

- D. Changes to the Building.** Landlord reserves the right to: (i) change the name of the Building and the address or designation of the Premises or the Building, (ii) install, maintain, alter and remove signs on or about the Building (except Tenant's signage as outlined in **Exhibit D**), (iii) add land or other interests to or eliminate the same from the Building, and grant interests and rights in the Building to other parties, but in both either way not so as to reduce the amount of Parking as defined in Article 38, (iv) add, alter, expand, reduce, eliminate, relocate or change the shape, size, location, character, design, appearance, use, number or height of any permanent or temporary buildings, structures, improvements, parking areas and structures, kiosks, planters, driveways, landscaped areas and other common areas, change the striping of parking areas and direction and flow of traffic, and convert common areas to leasable areas and leasable areas to common areas, (v) relocate any HVAC equipment serving the Premises installed on the roof or other area outside the Premises, and (vi) in connection with the foregoing matters, or with any other inspections, repairs, maintenance, improvements or alterations in or about the Building, or as a result of any casualty, incident, strike, condemnation, act of God, Law or governmental requirement or request, or any other cause, erect scaffolding, barricades, and other structures reasonably required. However, in connection with exercising such rights, Landlord shall: (a) take reasonable steps to minimize or avoid any denial of access to the Premises except when necessary on a temporary basis, (b) take reasonable steps to avoid materially changing the configuration or reducing the RSF of the Premises, unless required by Laws or other causes beyond Landlord's reasonable control (and in the event of any permanent material reduction, the Minimum Rent, Expenses and Taxes shall be proportionately reduced), and (c) if Landlord enters the Premises in connection with any of the foregoing matters, take reasonable steps to minimize any interference with Tenant's business, and following completion of the work, return Tenant's leasehold improvements, fixtures, property and equipment to the original conditions.
- E. Relocation.** Landlord shall not have a right to relocate Tenant's Premises at any time during the Term or any Extensions thereof.

ARTICLE 22 -- LANDLORD'S REMEDIES

- A. Default.** The occurrence of any one or more of the following events shall constitute a "Default" by Tenant and shall give rise to Landlord's remedies set forth in Paragraph B below: (i) failure to make when due any payment of Rent, unless such failure is cured within five (5) days after written notice, (ii) failure to observe or perform any term or condition of this Lease other than the payment of Rent, unless such failure is cured within any period of time following notice expressly provided in other Articles hereof, or otherwise within a reasonable time, but in no event more than thirty (30) days following written notice (or such additional time as may be required due to Unavoidable Delays as described in Article 28(R)), or (iii) (a) making by Tenant of any general assignment for the benefit of creditors, (b) filing by or against Tenant of a petition to have Tenant adjudged a bankrupt or a petition for reorganization or arrangement under any Law relating to bankruptcy or insolvency (unless, in the case of a petition filed against Tenant, the same is dismissed within sixty (60) days), (c) appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located in the Premises or of Tenant's interest in this Lease, where possession is not restored to Tenant within thirty (30) days, (d) attachment, execution or other judicial seizure of substantially all of Tenant's assets located on the Premises or of Tenant's interest in this Lease, (e) Tenant's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debt, (f) Tenant's insolvency or admission of an inability to pay its debts as they mature. Failure by Tenant to comply with the same term or condition of this Lease on more than two (2) occasions during any twelve (12) month period and shall cause any failure to comply with such term or condition during the succeeding twelve (12) month period shall, at Landlord's option, constitute an incurable Default. The notice and cure periods provided herein are in lieu of, and not in addition to, any notice and cure periods provided by Law; provided, Landlord may at any time and from time to time elect to comply with such notice and cure periods as may be provided by Law in lieu of the notice and cure periods provided herein.

B. Remedies. If a Default occurs, Landlord shall have the rights and remedies hereinafter set forth to the extent permitted by Law, which shall be distinct, separate and cumulative with and in addition to any other right or remedy allowed under any Law or other provisions of this Lease:

(a) Landlord may terminate Tenant's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means, with or without terminating this Lease (and if applicable Law permits, and Landlord shall not have expressly terminated this Lease in writing, any such action shall be deemed a termination of Tenant's right to possession only). In such event, Landlord may recover from Tenant: (i) any unpaid Rent as of the termination date, (ii) the amount by which: (a) any unpaid Rent which would have accrued after the termination date during the balance of the Term exceeds (b) the reasonable rental value of the Premises under a lease substantially similar to this Lease for the balance of the Term, taking into account among other things, the condition of the Premises, market conditions and the period of time the Premises may reasonably remain vacant before Landlord is able to re-lease the same to a suitable replacement tenant, and Costs of Reletting (as defined in Paragraph I below) that Landlord may incur in order to enter such replacement lease. The amounts computed in accordance with the foregoing subclauses (i) and (ii) shall both be discounted in accordance with accepted financial practice at the rate of four percent (4%) per annum to the then present value.

(b) Landlord may terminate Tenant's right of possession, reenter and repossess the Premises by detainer suit, summary proceedings or other lawful means, with or without terminating this Lease (and if applicable Law permits, and Landlord shall not have expressly terminated this Lease in writing, any such action shall be deemed a termination of Tenant's right of possession only). In such event, Landlord may recover from Tenant: (i) any unpaid Rent as of the date possession is terminated, (ii) any unpaid Rent and Costs of Reletting (as defined in Paragraph I below) which accrue during the Term from the date possession is terminated through the time of judgment (or which may have accrued from the time of any earlier judgment obtained by Landlord), less any consideration received from replacement tenants. Tenant shall pay any such amounts to Landlord as the same accrue or after the same have accrued from time to time upon demand. At any time after terminating Tenant's right to possession as provided herein, Landlord may terminate this Lease as provided in clause (1) above by written notice to Tenant, and Landlord may pursue such other remedies as may be available to Landlord under this Lease or applicable Law.

C. Mitigation of Damages. Upon a Default by Tenant, Landlord shall use reasonable efforts to mitigate its damages. Landlord is required by currently applicable Illinois Law and this Lease to mitigate damages. Landlord shall use reasonable efforts to mitigate, which shall not exceed such efforts as Landlord generally uses to lease other space at the Building. Landlord will not be deemed to have failed to mitigate if Landlord leases any other portions of the Building before reletting all or any portion of the Premises, and any failure to mitigate as described herein with respect to any period of time shall only reduce the Rent and other amounts to which Landlord is entitled hereunder by the reasonable rental value of the Premises during such period, taking into account the factors described in Article 22(B)(a)(ii)(b) above.

D. Reletting. If this Lease or Tenant's right to possession is terminated Landlord may: (i) enter and secure the Premises, change the locks, install barricades, remove any improvements, fixtures or other property of Tenant therein, perform any repairs, alterations, improvements or additions and take such other actions as Landlord shall determine in Landlord's sole discretion to prevent damage or deterioration to the Premises, and (ii) relet all or any portion of the Premises (separately or as part of a larger space), for any rent, use or period of time (which may extend beyond the Term hereof), and upon any other terms as Landlord shall determine in Landlord's sole discretion, directly or as Tenant's agent (if permitted or required by applicable Law). The consideration received from such reletting shall be applied pursuant to the terms of Paragraph I hereof, and if such consideration, as so applied, is not sufficient to cover all Rent and damages to which Landlord may be entitled hereunder, Tenant shall pay any deficiency to Landlord as the same accrues or after the same has accrued from time to time upon demand, subject to the other provisions hereof.

E. Specific Performance. Either party shall at all times have the right without prior demand or notice except as required by applicable Law to seek any declaratory, injunctive or other equitable relief, and specifically enforce this Lease or restrain or enjoin a violation of any provision hereof.

- F. Late Charges and Interest.** Any Rent not paid when due shall accrue interest from the due date at the Default Rate until payment is received by Landlord. Such service charges and interest payments shall not be deemed consent by Landlord to late payments, nor a waiver of Landlord's right to insist upon timely payments at any time, nor a waiver of any remedies to which Landlord is entitled as a result of the late payment of Rent.
- G. Landlord's Cure of Tenant Defaults.** If Tenant fails to perform any obligation under this Lease for five (5) days after written notice thereof by Landlord (except that no notice shall be required in emergencies), Landlord shall have the right (but not the duty), to perform such obligation on behalf and for the account of Tenant. In such event, Tenant shall reimburse Landlord upon demand, as additional Rent, for all expenses incurred by Landlord in performing such obligation. Landlord's performance of Tenant's obligations hereunder shall not be deemed a waiver or release of Tenant therefrom.
- H. Bad Rent Checks.** If during the Term, as it may be extended, Landlord receives more than two (2) checks from Tenant which are returned by Tenant's bank for insufficient funds, Landlord may require that all checks thereafter be bank certified or cashier's checks (without limiting Landlord's other remedies). All bank service charges resulting from any bad checks shall be borne by Tenant.
- I. Other Matters.** No re-entry or repossession, repairs, changes, alterations and additions, reletting, acceptance of keys from Tenant, or any other action or omission by Landlord shall be construed as an election by Landlord to terminate this Lease or Tenant's right to possession, or accept a surrender of the Premises, nor shall the same operate to release the Tenant in whole or in part from any of the Tenant's obligations hereunder, unless express written notice of such intention is sent by Landlord or its agent to Tenant. Landlord may bring suits for amounts owed by Tenant hereunder or any portions thereof, as the same accrue or after the same have accrued, and no suit or recovery of any portion due hereunder shall be deemed a waiver of Landlord's right to collect all amounts to which Landlord is entitled hereunder, nor shall the same serve as any defense to any subsequent suit brought for any amount not theretofore reduced to judgment. Landlord may pursue one or more remedies against Tenant and need not make an election of remedies until findings of fact are made by a court of competent jurisdiction. All rent and other consideration paid by any replacement tenants shall be applied, at Landlord's option: first, to the Costs of Reletting, second, to the payment of all costs of enforcing this Lease against Tenant, third, to the payment of all interest and service charges accruing hereunder, fourth, to the payment of Rent theretofore accrued, and the residue, if any, shall be held by Landlord and applied to the payment of other obligations of Tenant to Landlord as the same become due (with any remaining residue to be retained by Landlord). "Costs of Reletting" shall include without limitation, all reasonable costs and expenses incurred by Landlord for any repairs, maintenance, changes, alterations and improvements to the Premises (whether to prevent damage or to prepare the Premises for reletting), brokerage commissions, advertising costs, attorneys' fees and any economic incentives given to enter leases with replacement tenants.

ARTICLE 23 -- LANDLORD'S DEFAULT

If Landlord shall fail to perform any obligation under this Lease required to be performed by Landlord, Landlord shall not be deemed to be in default hereunder nor subject to claims for damages of any kind, unless such failure shall have continued for a period of thirty (30) days after written notice thereof by Tenant or such additional time as may be required due to Unavoidable Delays or immediately in the event of emergency. If Landlord shall fail to cure within the time permitted for cure herein, Landlord shall be subject to such claims for damages and remedies as may be available to Tenant (subject to the other provisions of this Lease).

ARTICLE 24 -- INDEMNIFICATION

Except to the extent arising from the intentional or negligent acts of Landlord or Landlord's agents or employees, Tenant shall defend, indemnify and hold harmless Landlord from and against any and all claims, demands, liabilities, damages, judgments, orders, decrees, actions, proceedings, fines, penalties, costs and expenses, including without limitation, court costs and attorneys' fees arising from or relating to any violation of Law, loss of life, damage or injury to persons, property or business occurring in, about or from the Premises, or directly or indirectly caused by or in connection with any violation of this Lease or use of the Premises or Building by, or any

other act or omission of, Tenant, or any of their respective agents, employees, invitees or contractors. Without limiting the generality of the foregoing, Tenant specifically acknowledges that the indemnity undertaking herein shall apply to claims in connection with or arising out of any work as described in Article 8, the use or consumption of any utilities in the Premises under Article 10, any repairs or other work by or for Tenant under Article 11 and the transportation, use, storage, maintenance, generation, manufacturing, handling, disposal, release or discharge of any "Hazardous Material" as described in Article 26 (whether or not such matters shall have been theretofore approved by Landlord), except to the extent that any of the same arises from the intentional or negligent acts of Landlord or Landlord's agents or employees, or other tenants of the Building.

ARTICLE 25 -- SAFETY AND SECURITY DEVICES, SERVICES AND PROGRAMS

- A. Other than securing the Building on nights, weekends and holidays and with the exception of Landlord's security system installed within the Building ("Landlord Security System"), Landlord shall have no obligation to provide any safety or security devices, services or programs for Tenant or the Building and shall have no liability for failure to provide the same or for inadequacy of any measures provided. The risk that any safety or security device, service or program may not be effective, or may malfunction, or be circumvented, is assumed by Tenant with respect to Tenant's property and interests, and Tenant shall obtain insurance coverage to the extent Tenant desires protection against such acts and other losses, beyond that described in Article 13. Tenant agrees to cooperate in any safety or security program developed by Landlord or required by Law.
- B. Notwithstanding anything to the contrary contained in the Lease, the Tenant shall be entitled to (i) tie-in to the Landlord Security System in order to protect the Premises from unauthorized entry, or (ii) install and maintain a security system designed to protect the Premises from unauthorized entry and shall be entitled at any time to change or re-key any and all locks used in connection with the Premises. Notwithstanding the foregoing, such tie-in to the Landlord Security System or installation of a separate security system shall be subject to the prior written consent of Landlord which shall not be unreasonably withheld, conditioned or delayed. Prior to the tie-in to the Landlord Security System or installation of a separate security system, Tenant shall provide Landlord with the plans and specifications relating thereto and shall provide Landlord with ten (10) days in order to review and comment on same. In the event that Tenant replaces or re-keys any lock, Tenant shall, concurrently with such replacement or re-keying, provide Landlord with keys enabling Landlord to enter the Premises pursuant to the terms of the Lease. In addition to the foregoing, Tenant shall provide Landlord with the appropriate access codes in order to disable such system in the event Landlord must enter the Premises in an emergency.

ARTICLE 26 -- HAZARDOUS MATERIALS

Landlord warrants that the Building and Premises are free of materials which are considered hazardous, including but not limited to, asbestos and PCB's. Landlord shall maintain compliance with the Code at Landlord's cost. Tenant shall not transport, use, store, maintain, generate, manufacture, handle, dispose, release, discharge or spill any "Hazardous Material" (as defined below), or permit any of the same to occur, or permit any Hazardous Materials to leak or migrate, on or about the Building or Premises. The term "Hazardous Material" for purposes hereof shall mean any flammable, explosive, toxic, radioactive, biological, corrosive or otherwise hazardous chemical, substance, liquid, gas, device, form of energy, material or waste or component thereof, including, without limitation, petroleum-based products, diesel fuel, paints, solvents, lead, radioactive materials, cyanide, DDT, printing inks, acids, pesticides, ammonia compounds and other chemical products, asbestos, polychlorinated biphenyls (PCB's) and similar compounds, and any other items which now or subsequently are found to have an adverse effect on the environment or the health and safety of persons or animals or the presence of which requires investigation or remediation under any Law or governmental policy. Without limiting the generality of the foregoing, "Hazardous Material" includes any item defined as a "hazardous substance", "hazardous material", hazardous waste", "regulated substance" or "toxic substance" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., Hazardous Materials Transportation Act, 49 U.S.C. §1801, et seq., Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901 et seq., Clean Water Act, 33 U.S.C. §1251, et seq., Safe Drinking Water Act, 14 U.S.C. §300f, et seq., Toxic Substances Control Act, 15 U.S.C. §2601, et seq., Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §136 et seq., Atomic Energy Act of 1954, 42 U.S.C. §2014 et seq., and any similar federal, state or local Laws, and all regulations,

guidelines, directives and other requirements thereunder, all as may be amended or supplemented from time to time. Notwithstanding anything contained herein to the contrary, nothing shall prohibit the use of those materials normally used in a medical practice.

ARTICLE 27 -- CAPTIONS AND SEVERABILITY

The captions of the Articles and Paragraphs of this Lease are for convenience of reference only and shall not be considered or referred to in resolving questions of interpretation. If any term or provision of this Lease or portion thereof shall be found invalid, void, illegal, or unenforceable generally or with respect to any particular party, by a court of competent jurisdiction, it shall not affect, impair or invalidate any other terms or provisions or the remaining portion thereof, or its enforceability with respect to any other party.

ARTICLE 28 -- DEFINITIONS

- A. "Affiliate" shall mean and refer to any person or entity controlling, controlled by, or under common control with another such person or entity. The term Affiliate shall include any person or entity controlling or controlled by or under common control with any general partner of Landlord or any general partner of Landlord's general partner.
- B. "Building" shall mean the building in which the Premises are located, together with the Common Areas, and any fixtures, Systems and Equipment, furniture and other personal property owned or leased by Landlord located thereon or therein and used in connection therewith.
- C. "Common Areas" shall have the meaning specified therefor in Article 12.
- D. "Control" shall mean the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of such controlled person or entity; the ownership directly or indirectly, of at least fifty-one percent (51%) of the voting securities of, or possession of the right to vote, in the ordinary direction of its affairs, at least fifty-one percent (51%) of the voting interest in, any person or entity shall be presumed to constitute such control.
- E. "Default Rate" shall mean ten percent (10%) per annum, or the highest rate permitted by applicable Law, whichever shall be less.
- F. "Expenses" shall mean all amounts of every kind and nature (except for and subject to the Expense Exclusions in Article 6.H.) which Landlord shall pay during any calendar year any portion of which occurs during the Term in connection with the Building, including, without limitation, any amounts paid for: (a) utilities, (b) permits, licenses and certificates necessary to operate and manage the Building and costs of complying with other legal requirements, (c) insurance applicable to the Building, which may include, without limitation, commercial general liability insurance, "all risk" insurance, earthquake, flood, boiler and rent loss coverage, automobile, worker compensation and employer liability insurance, (d) supplies, materials, tools, equipment, and vehicles used in the operation, repair, maintenance and security, cleaning, landscaping, and other services for the Building, including rental, installment purchase and financing agreements therefor and interest thereunder, (e) accounting, legal, consulting and other services to the extent those costs apply only to the Building, (f) management fees and charges paid or incurred by Landlord with respect to management of the Building by a third party manager, (g) payments under any easement, agreement, or instrument pertaining to the sharing of costs in the Building, (h) alarm monitoring and security service, fire and police protection, removal of ice and snow, (i) operation, maintenance, repair, replacement, inspection, testing, painting, decorating and cleaning of: (i) parking, loading and service areas and driveways (including re-striping and sealing), (ii) storm and sanitary drainage systems, (iii) Common Area lighting and other Systems and Equipment, (iv) flowers, shrubbery, trees, grass and other landscaping (including planting and replacement), (v) gutters and downspouts, roof flashings and roofs (including repairs), (vi) sidewalks and other walkways, exterior walls, foundations and other Common Areas, and decorations, fixtures, improvements and other facilities located in or serving any other Common Areas. The foregoing provision is for definitional purposes only and shall not be construed to impose any obligation

upon Landlord to incur such expenses. Landlord reserves the right to include Taxes attributable to the Common Areas apportioned first by the Building's proportional share of the Project, and then Tenant's Proportionate Share of the Building's proportionate share, as a part of Expenses rather than determining and billing the same separately. Notwithstanding anything in this Paragraph 28.F. to the contrary, Expenses shall not, however, include: interest and amortization of Mortgages, depreciation of buildings and other improvements (capital or otherwise), or capital expenditures, except those made primarily to reduce Expenses, or to comply with any Laws or other governmental requirements first taking effect after the Commencement Date; provided, all such permitted capital expenditures (together with reasonable finance charges) shall be amortized for purposes of this Lease over the useful life of the item, not to exceed five years.

- G.** "HVAC" shall mean heating, ventilating and air-conditioning.
- H.** "Landlord" and "Tenant" shall be applicable to one or more parties as the case may be, and the singular shall include the plural, and the neuter shall include the masculine and feminine; and if there be more than one, the obligations thereof shall be joint and several. If Tenant is a partnership, all new general partners admitted to the partnership after this Lease is entered shall be deemed jointly and severally liable for all obligations of Tenant hereunder, along with general partners at the time this Lease is entered, whether such obligations accrue before or after admission of such new partners. For purposes of any provisions indemnifying or limiting the liability of Landlord, the term "Landlord" shall include all of the parties identified in Article 33.
- I.** "Law" or "Laws" shall mean all federal, state, county and local governmental and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements, applicable equitable remedies and decisions by courts in cases where such decisions are binding precedents in the state in which the Building is located, and decisions of federal courts applying the Laws of such state, at the time in question.
- J.** "Lease Year" shall mean each calendar year or portion thereof during the Term, and any initial or final partial years are sometimes referred to herein as "Partial Lease Years"; provided, Landlord reserves the right to change the "Lease Year" to each consecutive twelve (12) month period commencing on the Commencement Date or such other date as Landlord shall designate by notice to Tenant.
- K.** "Lender" shall mean the holder of any Mortgage at the time in question, and where such Mortgage is a ground lease, such term shall refer to the ground lessor.
- L.** "Minimum Rent" shall mean the base rental amount exclusive of Taxes and Expenses.
- M.** "Mortgage" shall mean all mortgages, deeds of trust, ground leases and other such encumbrances now or hereafter placed upon the Building or any part thereof, and all renewals, modifications, consolidations, replacements or extensions thereof, and all indebtedness now or hereafter secured thereby and all interest thereon.
- N.** "Rent" shall have the meaning specified therefor in Article 5.
- O.** "Systems and Equipment" shall mean any machinery, ducts, cables, wires, and other equipment, facilities, and systems designed to supply light or any other services or utilities, or comprising or serving as any component or portion of any electrical, plumbing, water, sewer, sprinkler, communications, alarm, security, or other systems or equipment for the Building, except to the extent that any of the same serves any tenant exclusively or is subject to shared tenant use as described in Article 10.
- P.** "Taxes" shall mean 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 (except for those taxes listed in the Expense Exclusions in Article 6.H.), whether foreseen or unforeseen, general, special, ordinary or extraordinary (unless required to be paid by Tenant

under Article 6), respecting the Building and the Common Areas, including without limitation, real estate and other ad valorem taxes, general and special assessments, interest on any special assessments paid in installments, transit taxes, water and sewer rents, taxes based upon the receipt of rent including, without limitation, gross receipts taxes applicable to the receipt of rent, personal property taxes imposed upon the fixtures, machinery, equipment, apparatus, Systems and Equipment, appurtenances, furniture and other personal property used in connection with the Building which Landlord shall pay during any calendar year, any portion of which occurs during the Term (without regard to any different fiscal year used by such government or municipal authority except as provided in Article 6). Notwithstanding the foregoing, Taxes shall not include excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes, and other taxes to the extent applicable to Landlord's general or net income (as opposed to rents, receipts or income attributable to operations at the Building). If the method of taxation of real estate prevailing at the time of execution hereof shall be, or has been altered, so as to cause the whole or any part of the taxes now, hereafter or theretofore levied, assessed or imposed on real estate to be levied, assessed or imposed on Landlord, wholly or partially, as a capital levy or otherwise, or on or measured by the rents received therefrom, then such new or altered taxes attributable to the Building shall be included within the term "Taxes", except that the same shall not include any enhancement of said tax attributable to other income of Landlord. Tenant shall pay increased Taxes whether Taxes are increased as a result of increases in the assessment or valuation of the Building (whether based on a sale, change in ownership or refinancing of the Building or otherwise), increases in tax rates, reduction or elimination of any rollbacks or other deductions available under current law, scheduled reductions of any tax abatement, elimination, invalidity or withdrawal of any tax abatement, or for any other cause whatsoever. In addition, Landlord may include in Taxes any actual, out-of-pocket expenses incurred by Landlord in attempting to protest, reduce or minimize Taxes (including without limitation, fees for attorneys, consultants, appraisers and other experts) in the calendar year such expenses are paid. If any taxes or assessments are assessed against larger sites that include the Building, Landlord may equitably allocate such taxes and assessments to determine the Building's share.

- Q.** "Tenant's Proportionate Share" is currently 27.258%. If there should be an actual increase or decrease in the RSF of the Building or the Premises and Landlord provides written verification that such increase or decrease has been calculated in accordance with the then-applicable ANSI/BOMA standards, Tenant's Proportionate Share shall be adjusted accordingly and the parties' shall memorialize the adjustment in writing. As of the Commencement Date of this Lease, the RSF of the Building is 41,969.
- R.** "Unavoidable Delays" shall mean delays due to strikes, lockouts, labor troubles, inability to procure labor or materials or reasonable substitutes therefor, failure of power, governmental requirements, restrictions or Laws, fire or other casualty damage, war or civil disorder, or other causes beyond the reasonable control of the party delayed; provided, Unavoidable Delays hereunder shall not include delays resulting from changes in economic or market conditions, or financial or internal problems of the parties or problems that can be satisfied by the payment of money. As a condition to Tenant's right to claim an Unavoidable Delay, Tenant shall notify Landlord within seven (7) days after the delay occurs and on at least a weekly basis thereafter describing in reasonable detail the nature and the status of Tenant's diligent efforts to end the delay.

ARTICLE 29 -- RULES

Tenant shall comply with all of the rules which are set forth in Rider One attached to this Lease, as the same may be amended or supplemented hereunder (the "Rules"). Landlord shall have the right by reasonable written notice to Tenant to reasonably amend such Rules and supplement the same with other reasonable Rules relating to the Building or the promotion of safety, care, cleanliness or good order therein. Nothing herein shall be construed to give Tenant or any other party any claim against Landlord arising out of the violation of such Rules by any other tenant, occupant or visitor of the Building, or out of the enforcement, modification or waiver of the Rules by Landlord in any particular instance. Notwithstanding the above, Landlord shall apply the Rules equally and without prejudice to all tenants in the Project.

ARTICLE 30 -- NO WAIVER

No provision of this Lease will be deemed waived by either party unless expressly waived in writing signed by the waiving party. No waiver shall be implied by delay or any other act or omission of either party. No waiver by either party of any provision of this Lease shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision, and Landlord's consent respecting any action by Tenant shall not constitute a waiver of the requirement for obtaining Landlord's consent respecting any subsequent action. Acceptance of Rent by Landlord shall not constitute a waiver of any breach by Tenant of any term or provision of this Lease. No acceptance of a lesser amount than the Rent herein stipulated shall be deemed a waiver of Landlord's right to receive the full amount due, nor shall any endorsement or statement on any check or payment or any letter accompanying such check or payment be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the full amount due. The acceptance of Rent or of the performance of any other term or provision from any party other than Tenant, including any Transferee, shall not constitute a waiver of Landlord's right to approve any Transfer.

ARTICLE 31 -- ATTORNEYS' FEES, COUNTERCLAIMS, VENUE AND JURY TRIAL

In the event of any litigation between the parties relating to this Lease, the Premises, the Building, or the Project, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs as part of the judgment or settlement therein. If either party shall be made a party to any litigation commenced by or against the other party and is not found to be at fault, the other party shall pay all reasonable costs, expenses and attorneys' fees incurred by such party in connection with such litigation. Any action or proceeding brought by either party against the other for any matter arising out of or in any way relating to this Lease, the Premises, the Building, or the Project, shall be heard in the County where the Building is located. In any forcible entry and detainer proceeding, or similar summary proceeding or other action based on termination or holdover of this Lease, Tenant shall not interpose by consolidation of actions, removal to chancery or otherwise, any counterclaim, claim for set-off, recoupment or deduction of Rent, or other claim seeking affirmative relief of any kind (except a mandatory or compulsory counterclaim which Tenant would forfeit if not so interposed), it being the intent of the parties hereto that Tenant be strictly limited in such instance to bringing a separate action in the court of appropriate jurisdiction. The foregoing waiver is a material inducement to Landlord making, executing and delivering this Lease. Landlord and Tenant waive their right to trial by jury in any action, proceeding, or counterclaim brought by either of the parties hereto against the other, or with respect to any issue or defense raised therein (including but not limited to the right to an advisory jury), including but not limited to with respect to any matters whatsoever arising out of, or in any way connected with this Lease, the relationship of Landlord and Tenant and Tenant's use and occupancy of the Premises.

ARTICLE 32 -- PERSONAL PROPERTY TAXES

Tenant shall pay before delinquent all taxes, assessments, license fees, charges or other governmental impositions assessed against or levied or imposed upon Tenant's business operations, Tenant's leasehold interest, or based on Tenant's use or occupancy of the Premises, or Tenant's fixtures, furnishings, equipment, leasehold improvements, inventory, merchandise, and personal property located in the Premises (whether or not title shall have vested in Landlord pursuant to any provision hereof). Whenever possible, Tenant shall cause all such items to be assessed and billed separately from the property of Landlord and other parties. If any such items shall be assessed and billed with the property of Landlord or another party, Landlord shall include the same or an appropriate portion thereof in Expenses, or shall reasonably allocate the same or an appropriate share thereof between Tenant and such other party (and Tenant shall promptly pay the amount so allocated to Tenant).

ARTICLE 33 -- NOTICES

Except as expressly provided to the contrary in this Lease, every notice, demand or other communication given by either party to the other with respect hereto or to the Premises or Building, shall be in writing and shall not be effective for any purpose unless the same shall be served personally or by national air courier service, or United States registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

If to Tenant:

Midwest Physician Alliance, Inc.
Attention: Chief Operating Officer
13001 S. 104TH Avenue, Suite 100
Palos Park, Illinois 60464

-AND-

Midwest Physician Alliance, Inc.
Attention: Chief Operating Officer
11560 South Kedzie Avenue
Merrionette Park, Illinois 60803

If to Landlord:

Corinthian Kedzie LLC
11600 South Kedzie Avenue
Merrionette Park, Illinois 60803

-AND-

Starr, Bejgiert, Zink & Rowells
Attention: Dave Bejgiert
35 East Wacker Drive, Suite 1870
Chicago, Illinois 60601

or such other address or addresses as Tenant or Landlord may from time to time designate by notice given as above provided. Every notice or other communication hereunder shall be deemed to have been served as of the second (2nd) business day following the date of such mailing or the first business day following the date of such dispatch by national air courier service or immediately if personally delivered. Notices not sent in accordance with the foregoing shall be of no force or effect until received by the foregoing parties at such addresses required herein.

ARTICLE 34 -- REAL ESTATE BROKERS

Tenant shall defend, indemnify and hold Landlord harmless from all damages, judgments, liabilities and expenses (including attorneys' fees) arising from any claims or demands of any broker, agent or finder with whom Tenant has dealt for any commission or fee alleged to be due in connection with its participation in the procurement of Tenant or the negotiation with Tenant of this Lease, other than a broker with whom Landlord has signed a written agreement relating to this Lease. Notwithstanding anything contained herein to the contrary, Landlord agrees that it shall pay a commission to ProTen Realty Group ("Tenant's Broker") per the separate Commission Agreement dated February 2, 2016, as a part of this transaction.

ARTICLE 35 -- GENERATOR

A. Subject to all applicable law and any regulations, Landlord hereby grants Tenant a license for the Term (as the same may be terminated or extended pursuant to this Lease) to install up to a back-up natural-gas powered generator with associated tank and concrete pad (collectively, the "Generator") in the parking spaces immediately adjacent to the exterior wall of the catheter lab (the "Generator Area"), and to use such portions of the common areas within the Building (taking into account the location of the Generator Area) as reasonably required (and reasonably approved by Landlord) to connect the Generator to the Premises, all subject to the terms and conditions of this Article 35. The license to install the Generator specified in this Article 35 is and shall be personal to Tenant and any Permitted Transferee and shall not be transferred or assigned by Tenant or inure to the benefit of any party other than the Tenant and any Permitted Transferee. In no event will Tenant be entitled to install any underground storage tanks in connection with the Generator or the license granted to Tenant hereunder. The license granted hereby shall be non-revocable

by Landlord, except in the event of a default by Tenant under this Lease which continues beyond the applicable notice and cure period.

- B.** Location; Approval of Plans. Landlord will have the right to review and approve, in its reasonable discretion, all plans and specifications for the Generator and for the installation of the Generator and any related equipment including, but not limited to the Generator switch-gear location and/or electrical control panel. Landlord will have the right, in its commercially reasonable judgment, to designate the location of all equipment connecting the Generator with the Premises (including, without limitation, all wires, cables and other connecting equipment).
- C.** Costs. Tenant will be solely responsible for all costs and expenses incurred in installing, operating (including any utility expense), maintaining, repairing and removing the Generator from the common area and the Generator's connections with the Premises. Without limiting the foregoing, Tenant will, at its sole cost and expense, comply with all laws, and all reasonable procedures established by Landlord, relating to the installation (including supplemental landscaping and the restoration of common areas of the Building to their pre-installation condition if disturbed by Tenant's installation of the Generator), operation, maintenance, repair and removal of the Generator and related equipment and facilities, the Generator's connections with the Premises and the storage and use of any hazardous materials related thereto, including, without limitation, diesel fuel.
- D.** Title and Liability. Title in and to the Generator and all equipment related thereto installed by Tenant will be vested in Tenant throughout the Term. Unless otherwise caused by the negligence or willful misconduct of Landlord, Tenant will indemnify, defend and hold Landlord, Landlord's managing agent, and Landlord's mortgagees and contractors harmless from and against any and all claims, liens, costs, expenses and liabilities (including reasonable attorneys' fees) arising out of or in connection with the Generator. The provisions of this sub-section D. shall inure to the benefit of Landlord's successors and/or assigns. Tenant's obligations under this sub-section D. will survive the expiration or earlier termination of the Term.
- E.** Removal. Tenant will, at its sole cost and expense, remove the Generator and all equipment and facilities related thereto installed by Tenant upon the earlier to occur of (i) Tenant's permanent vacation of the Premises or (ii) on or before the end of the term of this Lease. Upon such removal, Tenant shall promptly restore the Generator Area and those portions of the Building Common Areas used for the Generator and/or used to connect the Generator to the Premises, including, without limitation, parking spaces and asphalt, to their original condition that existed prior to the installation of the Generator. The provisions of this sub-section E. shall survive the termination or expiration of this Lease.

ARTICLE 36 -- MISCELLANEOUS

- A.** Each of the terms and provisions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, guardians, custodians, successors and assigns, subject to the provisions of Article 20 respecting Transfers.
- B.** This Lease shall be construed in accordance with the Laws of the State of Illinois.
- C.** All obligations (including indemnity obligations) or rights of either party arising during or attributable to the period prior to expiration or earlier termination of this Lease shall survive such expiration or earlier termination.
- D.** Landlord agrees that if Tenant timely pays the Rent and performs the terms and provisions hereunder, Tenant shall hold and have quiet enjoyment of the Premises during the Term, free of lawful claims by any party acting by or through Landlord, subject to all other terms and provisions of this Lease.
- E.** The parties agree that they intend hereby to create only the relationship of landlord and tenant. No provision hereof, or act of either party hereunder, shall be construed as creating the relationship of principal

and agent, or as creating a partnership, joint venture or other enterprise, or render either party liable for any of the debts or obligations of the other party, except under any indemnity provisions of this Lease.

- F. This Lease, and any Riders and Exhibits hereto, have been mutually negotiated by Landlord and Tenant, and any ambiguities shall not be interpreted in favor of either party.

ARTICLE 37 -- LAWS & CODES AND THE AMERICANS WITH DISABILITIES ACT

Landlord confirms the Project complies with all laws, codes and other governmental rules and regulations including but not limited to ADA and CFC's and fire and life safety ingress and egress. Landlord shall be responsible for compliance with the Americans with Disabilities Act of 1992 and regulations and guidelines promulgated there under, as all of the same may be amended and supplemented from time to time (collectively referred to herein as "ADA") in the common areas including, but not limited to, main lobbies, common corridors, toilet rooms, egress exits and drinking fountains of the Building and Base Building Work. The parties acknowledge that the Americans with Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and regulations and guidelines promulgated thereunder, as all of the same may be amended and supplemented from time to time (collectively referred to herein as the "ADA"), establish requirements for business operations, accessibility and barrier removal, and that such requirements may or may not apply to the Premises and Building depending on, among other things: (1) Tenant's business is deemed a "public accommodation" or "commercial facility", (2) whether such requirements are "readily achievable", and (3) whether a given alteration affects a "primary function area" or triggers "path of travel requirements". The parties agree that: (a) Landlord shall be responsible for ADA Title III compliance for all areas of the Building, Common Areas, and the Premises. The parties shall each be solely responsible for requirements under Title I of the ADA relating to their respective employees.

ARTICLE 38 -- PARKING

Tenant and Tenant's employees shall park their cars only in those parking areas designated by Landlord for tenant and employee parking and shall use such areas only for parking cars. The Project has 529 parking spaces available for the approximately 100,000 RSF of building space amongst the three (3) buildings in the Project. Landlord shall provide a minimum of 5.2 parking spaces per 1,000 RSF of space leased by Tenant for the Term and any extensions and of these parking spaces, Tenant shall have the exclusive use of twenty (20) reserved parking spaces within the parking area designed on Exhibit B attached hereto. Landlord reserves the right to assign specific spaces, and reserve spaces for small cars, handicapped individuals, and other tenants, customers of tenants or other parties (and Tenant and its employees, visitors and invitees shall not park in any such assigned or reserved spaces). In case of any violation of these provisions, or any applicable Laws, Landlord may refuse to permit the violator to park, and remove the vehicle owned or driven by the violator from the Building without liability whatsoever, at such violator's risk and expense. These provisions shall be in addition to any other remedies available to Landlord under this Lease or otherwise. Landlord represents and covenants that, as of the Commencement Date and throughout the Term and any extensions of the Lease (i) Landlord will provide an adequate number of handicapped parking spaces placed around the Building as required by local code, and (ii) all parking spaces shall be free of charge to Tenant and its employees, patients and invitees.

ARTICLE 39 -- SIGNAGE

- A. At Tenant's cost (except for Building directory listing in the Lobby and inside Suite Entry signs, which will be provided and paid for by Landlord per Building standards), Tenant shall have the right to: (i) Building Top signage, (ii) Eyebrow signage, (iii) Monument signage, (iv) Main lobby signage, and (v) Suite Entry signage for the outside separate entry as partially shown on Exhibit D and subject to the requirements of Article 8.
- B. Landlord, at Landlord's sole cost and expense shall, prior to the Commencement Date, remove the Everest College sign (including the signage housing) above the main entrance to the Building.

ARTICLE 40 -- HEALTH CARE REQUIREMENTS

- A. Health Care Regulatory Requirements.** To the extent the following is applicable, and to the extent Landlord or any owner of Landlord is a physician, the parties hereto acknowledge and agree that (a) the Premises leased hereunder do not exceed that which are reasonable and necessary for Tenant's legitimate business purpose and are used exclusively by Tenant during the Term; (b) the rental charges over the Term are set in advance, are consistent with fair market value, and are not determined in a manner that takes into account the volume or value of any referrals or other business generated between the parties; and (c) this arrangement would be commercially reasonable even if no referrals were made between the parties. Nothing in this Lease, whether written or oral, nor any consideration in connection herewith requires the referral of any patient. This Lease is not intended to influence the judgment of Tenant in choosing the medical facility appropriate for the proper treatment of patients. Tenant shall not receive any compensation or remuneration in exchange for referrals. The parties hereto support a patient's right to select the medical facility of his or her choice. The parties specifically do not intend to violate the federal (or any state's versions of the) Stark Law and Anti-Kickback Statute and intend to meet the requirements of the Lease Exception set forth at 42 CFR 411.357(a), and to the extent possible, of the Lease Safe Harbor set forth at 42 CFR 1001.952(b).
- B. No Referral Obligation.** To the extent applicable, and to the extent Landlord or any owner of Landlord is a physician, nothing in the Lease shall be construed to require Landlord to refer patients to Tenant or to require Tenant to refer patients to Landlord.
- C. Compliance With All Laws.** To the extent applicable, and to the extent Landlord or any owner of Landlord is a physician, each party warrants that any use of the Premises and any services to be provided hereunder, whether by either party directly or by an approved subtenant, shall fully comply with all applicable federal, state, and local statutes, laws, rules, and regulations now in effect or hereafter enacted or passed during the Term, and that it shall be deemed a material default of this Lease if either party shall fail to observe this requirement. If such a breach is not cured in accordance with this Lease, the other party may terminate this Lease without penalty and without limiting any other rights and remedies set forth in this Lease. Specifically, but not by way of limitation, each party warrants that any use of the Premises and any service to be provided hereunder shall comply with all applicable statutes, laws, rules, regulations, and accreditation standards and requirements of Medicare or Medicaid or other federal or state health programs, The Joint Commission, as applicable, the Health Insurance Portability and Accountability Act of 1996 and all regulations promulgated thereunder ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act of 2010, 42 U.S.C. §§ 17921 and 17931 et. seq. ("HITECH ACT"), the National Committee for Quality Assurance, as applicable, and updates to incorporate any changes to such statutes, laws, rules, regulations, standards, and requirements.

ARTICLE 41 -- ENTIRE AGREEMENT

This Lease, together with all Riders and Exhibits attached hereto (**WHICH COLLECTIVELY ARE HEREBY INCORPORATED WHERE REFERRED TO HEREIN AND MADE A PART HEREOF AS THOUGH FULLY SET FORTH**), contains all the terms and provisions between Landlord and Tenant relating to the matters set forth herein and no prior or contemporaneous agreement or understanding pertaining to the same shall be of any force or effect. **TENANT HAS RELIED ON TENANT'S INSPECTIONS AND DUE DILIGENCE IN ENTERING THIS LEASE AND NOT ON ANY REPRESENTATIONS OR WARRANTIES CONCERNING THE CONDITION OR SUITABILITY OF THE PREMISES OR BUILDING FOR ANY PARTICULAR PURPOSE OR CONCERNING ANY OTHER MATTER.** Neither this Lease, nor any Riders or Exhibits referred to above may be modified, except in writing signed by both parties.

ARTICLE 42 -- EXCLUSIVITY

- A. Exclusive Use.** As used in this Article 42, the "Exclusive Use" shall mean the practice of cardiac medicine or provision of cardiology services.

- B. Exclusivity.** So long as Tenant is not in Default under this Lease and the primary use being made of the Premises is the Exclusive Use, and subject to applicable anti-trust and fair trade laws, statutes, rules and regulations, Landlord agrees that Landlord will include in all leases for all other tenants an express restriction from using the Premises for the Exclusive Use (but such restriction shall only apply for so long as the foregoing conditions are then in effect). It shall not be a breach of the aforesaid covenant and Landlord shall have no liability to Tenant hereunder if:
- (a) any tenant of the Building uses its premises for the Exclusive Use in violation of the express permitted use set forth in such tenant's lease;
 - (b) any tenant of the Building uses its premises for the Exclusive Use, but such use is incidental to and not the primary use permitted under such tenant's lease; or
 - (c) any tenant of the Building subleases its premises or transfers or assigns its lease (whether by voluntary transfer, bankruptcy or operation of law) to a tenant which uses its premises for the Exclusive Use; provided, however, that Landlord shall, if and to the extent permitted by law, withhold its consent to any such sublease, transfer or assignment.
- C. Enforcement.** In the event of the occurrence of an event described in either clause (a) or (c) of Paragraph B above, Landlord shall use reasonable efforts (but shall not be obligated to institute any legal action) to cause the applicable tenant to cease such unpermitted use; provided, however, that if such unpermitted use continues for ninety (90) days or more and Landlord has not instituted any legal action to cause such tenant to cease such unpermitted use, then Tenant shall be authorized, at Tenant's expense and as Landlord's assignee, to institute legal action to cause such tenant to cease such unpermitted use, and shall be entitled to keep all legal fees awarded in such action.

ARTICLE 43 -- PURCHASE RIGHT

Throughout the Term and any Renewal Term, provided Tenant is not then in Default under this Lease beyond any applicable cure period, Tenant shall have the right of first offer for thirty (30) days after written notice from Landlord to purchase the Building when the Landlord decides to sell the Building based on a mutually agreeable capitalization rate ("Cap Rate") which shall not be lower than seven percent (7%) and will be based on a formula that shall have the Cap Rate applied on a "true" net income number, that the Tenant will be able to review thoroughly, and at its option, audit.

[Signature Page Follows]

IN TESTIMONY WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

LANDLORD:

TENANT:

CORINTHIAN KEDZIE LLC,
an Illinois limited liability company

MIDWEST PHYSICIAN ALLIANCE, INC.,
an Illinois corporation

By: 

By: 

Name: Karl F. Shea

Name: Robert Taffaldano

Its: Manager

Its: Exec Committee

RIDER ONE

Rules

(1) **Common Areas.** Tenant shall not use the Common Areas, including areas adjacent to the Premises, for any purpose other than ingress and egress and parking, and any such use thereof shall be subject to the other provisions of this Lease, including these Rules. Utility closets and other such areas shall be used only for the purposes and in the manner designated by Landlord, and may not be used by Tenant, or its contractors, agents, employees, or other parties without Landlord's prior written consent, except for those in the Premises for Tenant's exclusive use.

(2) **Deliveries.** Furniture, inventory and all other deliveries shall be at Tenant's sole risk. Tenant shall move into the Premises all inventory, supplies, furniture, equipment and other items within a reasonable period after they are received.

(3) **Trash, Pest Control and Fire Protection.** All garbage, refuse, trash and other waste shall be kept in the kind of container, placed in the areas, and prepared for collection in the manner and at the times and places specified by Landlord. If Landlord designates a service to pick up such items, Tenant shall also use the same at Tenant's cost. Tenant shall use, at Tenant's cost, such pest and rodent extermination contractor as Landlord may direct and at such intervals as Landlord may require; Tenant shall provide Landlord with evidence of Tenant's compliance with this provision within five (5) days after Landlord's written request. Notwithstanding the foregoing, Landlord may provide or arrange for trash collection, pest control and/or supervised fire sprinkler and/or alarm service for the Building; in such case, Tenant shall pay Tenant's Proportionate Share of the cost thereof (or such other share as Landlord may fairly and reasonably determine) to Landlord on or before the first day of each calendar month in advance, or Landlord may include such charges in Expenses.

(4) **Signs and Display Windows.** Tenant shall not place any sign or other thing of any kind outside the Premises (including without limitation, exterior walls and roof), or on the interior or exterior surfaces of glass panes or doors, except such single sign as Landlord shall expressly approve in writing for or in connection with Tenant's Premises. Within the Premises, Tenant shall not: (i) install any sign within 24 inches of any window, or (ii) install any sign that is visible from outside the Premises or that is illuminated, without Landlord's prior written approval. All Tenant's signs shall be professionally designed, prepared and installed and in good taste so as not to detract from the general appearance of the Premises or the Building and shall comply with the sign criteria developed by Landlord from time to time. The term "sign" in this Rule shall mean any sign, placard, picture, name, direction, lettering, insignia or trademark, advertising material, advertising display, awning or other such item, except that Tenant's sign shall be an actual sign. Blinds, shades, drapes or other such items shall not be placed in or about the windows in the Premises except to the extent, if any, that the character, shape, design, color, material and make thereof is first approved by Landlord in writing.

(5) **Plumbing Equipment.** The toilet rooms, urinals, wash bowls, drains and sewers and other plumbing fixtures, equipment and lines shall not be misused or used for any purpose other than that for which they were constructed and no foreign substance of any kind whatsoever shall be thrown therein.

(6) **Roof; Awnings and Projections.** Tenant shall not install any aerial, antennae, satellite dish or any other device on the roof, exterior walls or Common Areas of the Building. No awning or other projection shall be attached by or for Tenant to the exterior walls of the Premises or the Building.

(7) **Locks and Keys.** Upon termination of the Lease or Tenant's right to possession, Tenant shall: (i) return to Landlord all keys, parking stickers or cards, and in the event of loss of any such items shall pay Landlord therefor, and (ii) advise Landlord as to the combination of any vaults or locks that Landlord permits to remain in the Premises.

(8) **Unattended Premises.** Before leaving the Premises unattended, Tenant shall close and securely lock all doors or other means of entry to the Premises and shut off all lights (except signs required to be illuminated

hereunder), water faucets and other utilities in the Premises (except heat to the extent necessary to prevent the freezing or bursting of pipes).

(9) **Energy Conservation.** Tenant shall not waste electricity, water, heat or air conditioning, or other utilities or services, and agrees to cooperate fully with Landlord and comply with any Laws to assure the most effective and energy efficient operation of the Building.

(10) **Food, Beverages, Game and Vending Machines.** Except to the extent expressly permitted under Article 1 of this Lease, Tenant shall not: (i) use the Premises for the manufacture, preparation, display, sale, barter, trade, gift or service of food or beverages, including without limitation, intoxicating liquors, or (ii) install, operate or use any video, electronic or pinball game or machine, or any coin or token operated vending machine or device to provide products, merchandise, food, beverages, candy, cigarettes or other commodities or services including, but not limited to, pay telephones, pay lockers, pay toilets, scales, and amusement devices.

(11) **Going-Out-Of-Business Sales and Auctions.** Tenant shall not use, or permit any other party to use, the Premises for any distress, fire, bankruptcy, closeout, "lost our lease" or going-out-of-business sale or auction. Tenant shall not display any signs advertising the foregoing anywhere in or about the Premises. This prohibition shall also apply to Tenant's creditors.

(12) **Labor Relations.** Tenant shall conduct its labor relations and relations with employees so as to avoid strikes, picketing, and boycotts of, on or about the Premises or Building. If any employees strike, or if picket lines or boycotts or other visible activities objectionable to Landlord are established, conducted or carried out against Tenant, its employees, agents, contractors, or subcontractors in or about the Premises or Building, Tenant shall immediately close the Premises and remove or cause to be removed all such employees, agents, contractors, and subcontractors until the dispute has been settled.

(13) **Landlord's Trade Name and Trademarks.** No symbol, design, name, mark or insignia adopted by Landlord for the Building or picture or likeness of the Building shall be used by Tenant without the prior written consent of Landlord.

(14) **Prohibited Activities.** Tenant shall not: (i) use strobe or flashing lights in or on the Premises or in any signs therefor, (ii) use, sell or distribute any leaflets, handbills, bumper stickers, other stickers or decals, balloons or other such articles in the Premises (or other areas of the Building), (iii) operate any loudspeaker, television set, phonograph, radio, CD player or other musical or sound producing instrument or device so as to be heard outside the Premises, (iv) operate any electrical or other device which interferes with or impairs radio, television, microwave, or other broadcasting or reception from or in the Building or elsewhere, (v) bring or permit any or other vehicle, or dog (except in the company of a blind party), or other animal, fish or bird in the Building, (vi) make or permit objectionable noise, vibration or odor to emanate from the Premises or any equipment serving the same, (vii) do or permit anything in or about the Premises that is unlawful, immoral, obscene, pornographic, or which tends to create or maintain a nuisance or do any act tending to injure the reputation of the Building, (viii) use or permit upon the Premises anything that violates the certificates of occupancy issued for the Premises or the Building, or causes a cancellation of Landlord's insurance policies or increases Landlord's insurance premiums (and Tenant shall comply with all requirements of Landlord's insurance carriers, the American Insurance Association, and any board of fire underwriters), (ix) use the Premises for any purpose, or permit upon the Premises anything, that may be dangerous to parties or property (including but not limited to flammable oils, fluids, paints, chemicals, firearms or any explosive articles or materials), (x) permit any of its employees or customers to loiter in any Common Areas, nor (xi) do or permit anything to be done upon the Premises in any way tending to disturb, bother or annoy any other occupant at the Building or the occupants of neighboring property.

(15) **Responsibility for Compliance.** Tenant shall be responsible for ensuring compliance with these Rules, as they may be amended, by Tenant's employees and as applicable, by Tenant's agents, invitees, contractors, subcontractors, and suppliers.

EXHIBIT A
FIRST FLOOR PLAN

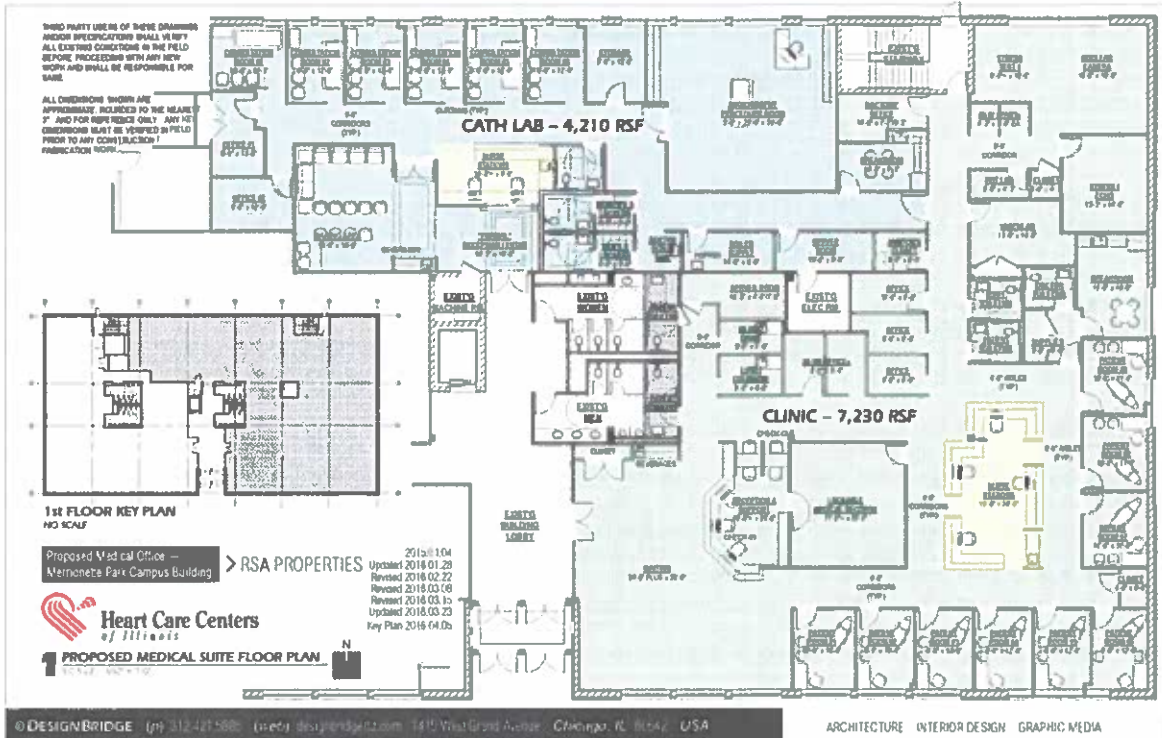
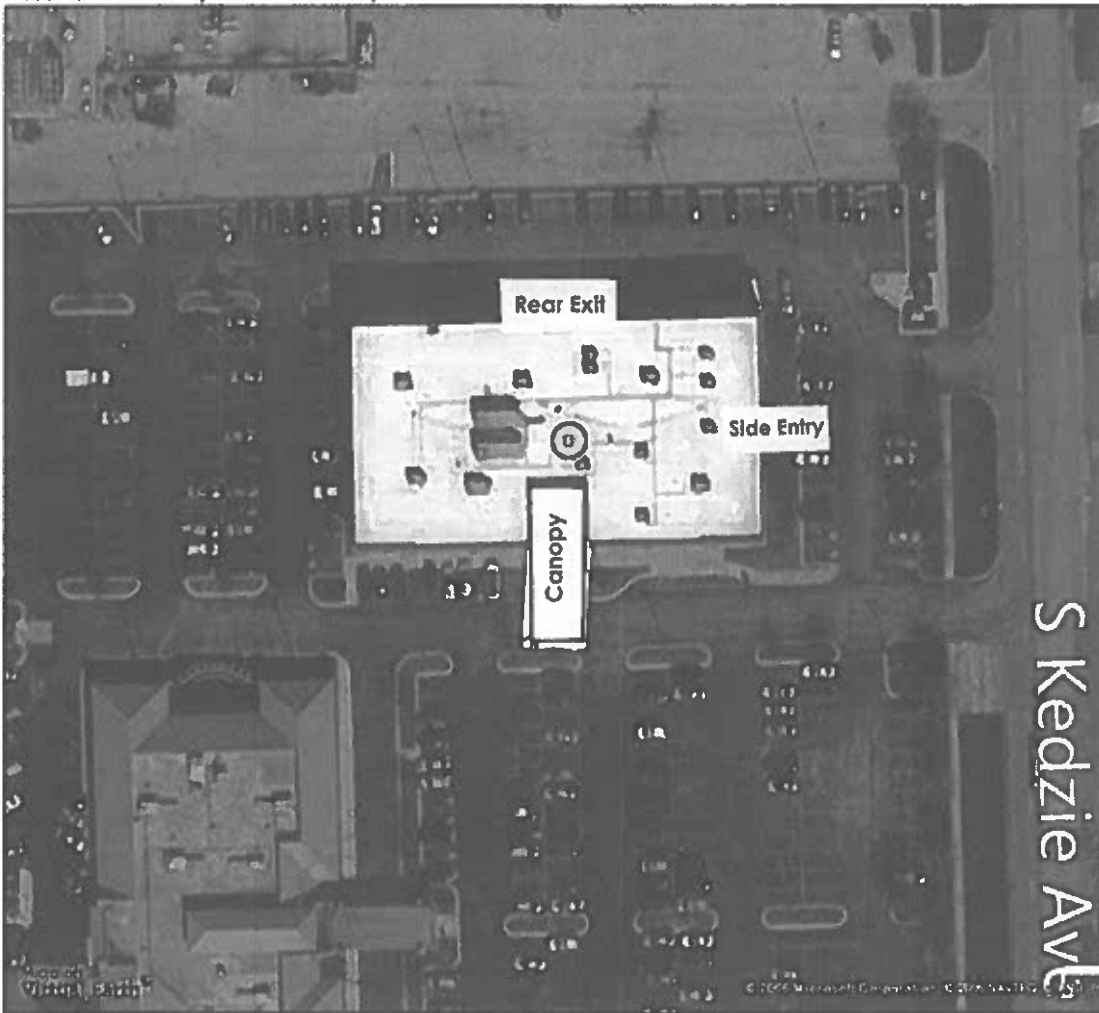


EXHIBIT B

BUILDING ENTRIES & COMMON AREAS AND PARKING

NOTE: THE SIDE AREA IS NO LONGER APPLICABLE

11560 S Kedzie Ave, Merrionette Park, IL 60803



ProTen REALTY GROUP
CORFAC INTERNATIONAL

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EXHIBIT C**LANDLORD'S WORK**

Landlord shall provide a turnkey to a detailed plan by Landlord's architect approved by Tenant in writing. Construction shall include, but not be limited to, all fees for construction, architectural, design, mechanical, engineering, permitting, and the cost of consultants relating to the transaction and related build-out. Shielding, i.e., lead lining to shield GE OEC 9900, will be provided as and where required and specified by a radiation shielding physicist for minimal shielding requirements; provided, however, that notwithstanding anything to the contrary that may or may not be specified by a radiation shielding specialist, the east-wall separating the angiography suite from the physicians' offices and breakroom will be shielded. *Note:* all other installation requirements for Tenant's medical equipment will be provided by Tenant's equipment installation contractor(s). Landlord will fully cooperate with Tenant's equipment installation contractor(s).

LANDLORD'S WORK

Landlord to design and construct on a Turnkey basis (as more completely described in Article 6 of the Lease), the Premises based on Final Plans approved in writing by Tenant. Construction Finishes for the Premises to be part of the Turnkey by Landlord are: Landlord to provide the following construction and finishes for the Premises as listed on the floor plan dated 3/23/16 and attached as Exhibit A as Landlord's Work:

1. Partition walls,
2. Drywall (5/8", taped, primed and painted),
3. 120/277 electrical,
4. Plumbing,
5. HVAC
6. Lighting,
7. Fire sprinklers,
8. Finished flooring,
9. Finished ceiling,
10. Doors,
11. Windows,
12. Writing platforms in consultation rooms and patient rooms, as needed,
13. Split air conditioning system in Server room,
14. Counters and cabinetry for reception area, nurse stations, break room, beverage center and washrooms.
15. Lead lining to shield GE OEC 9900 where required and specified by a radiation shielding physicist; provided, however, that notwithstanding anything to the contrary that may or may not be specified by a radiation shielding specialist, the east-wall separating the angiography suite from the physicians' offices and breakroom will be shielded

LANDLORD COVENANTS TO TENANT THAT THE TYPE AND QUALITY OF FINISHES WILL BE SUBSTANTIALLY SIMILAR TO OR BETTER THAN HEART CARE CENTER'S MOKENA FACILITY.

Not included in Landlord's construction is:

16. Low voltage wiring (phone/data, alarm, video), and
17. Additional shelving and cabinets not specified in the approved floor plan 3/23/16.
18. Backup electrical power.
19. Mobile furniture (desk, chairs, etc.).
20. Oxygen / air supplies.
21. Emergency door.

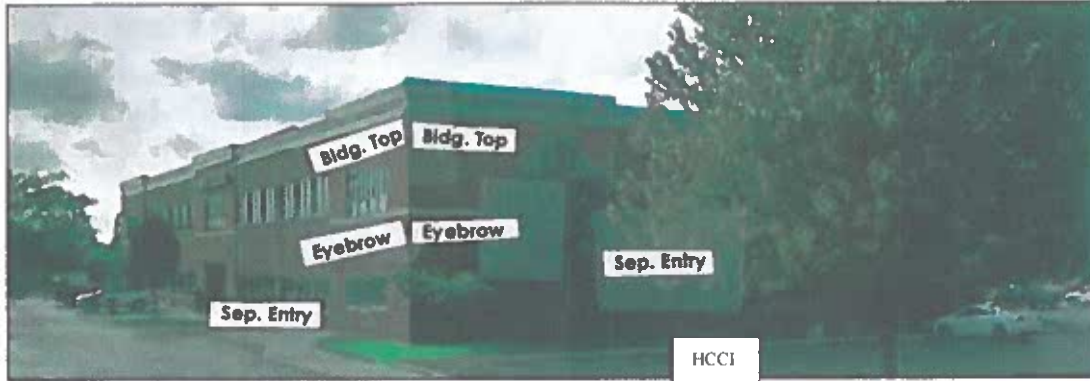
Description of Room Finishes

- **Waiting Area**
 - Vinyl planking throughout walkways
 - Carpeted flooring in seating area
 - Crown molding on walls
 - 10 foot ceilings
 - Stained oak wood paneling approximately four feet high
 - Brown vinyl base
 - Two foot by four foot acoustic ceiling tile with two foot by four foot fluorescent lighting
 - Painted walls (2 coats satin finish)
- **Reception Area**
 - Stained oak reception desk
 - Stained oak built-in cabinets
 - Double soffit ceilings with crown molding on top soffit
 - Carpeted flooring
 - LED luminaires surrounding reception desk
- **Washrooms**
 - ADA compliant
 - Corian counters, Bobrick accessories and Kohler fixtures
 - 2"x2" ceramic floor tile
- **Hallways**
 - Six foot wide aisles
 - Nine foot high ceilings
 - Two foot by four foot acoustic ceiling tile with two foot by four foot fluorescent lighting
 - Vinyl composition tile flooring
 - Vinyl base
 - Painted walls
 - Edge guards on outside corners
- **Exam Rooms**
 - Nine foot high ceilings
 - Two foot by four foot acoustic ceiling tile with two foot by four foot fluorescent lighting
 - Vinyl composition tile flooring
 - Vinyl base
 - Painted walls
 - Sink base cabinet with sink, faucet and goose-neck spout
 - Wall-mounted desk counter
 - Bobrick hand towel dispenser above sink
- All Doors - Solid-core red oak veneer with clear satin finish and door hardware with locks as required.
- All Walls – 5/8" drywall on 3-5/8" metal studs on 16" centers per plan
- All Mechanicals - Reworked as needed to meet HCCI requirements.
- In addition to the above, Landlord shall, at Landlord's sole cost and expense, install an electronic lock on existing interior stairwell door.

EXHIBIT D

SIGNAGE

NOTE : THERE IS NO LONGER AN ENTRY ON THE EAST SIDE OF BUILDING; NO SIGNAGE



Monument Signage
On Kedzie Avenue
(new and separate or on
the existing sign)

EXHIBIT E

TENANT'S INITIAL INSTALLATION

1. Tenant shall install certain physician-specific furniture, fixtures and equipment within the Premises.
2. Tenant shall have the right to install the Generator.

EXHIBIT F

TEMPERATURE TOLERANCES

Summer:	Not more than 76 degrees Fahrenheit dry bulb / inside when outside temperatures reach a high, up to 95 degrees Fahrenheit dry bulb, 74 degrees Fahrenheit wet bulb.
Winter:	Not less than 70 degrees Fahrenheit dry bulb / inside when outside temperatures reach a low, up to -10 degrees Fahrenheit dry bulb.
Building Supply System:	55 degrees Fahrenheit maximum temperature of supply air for cooling; 60 degrees Fahrenheit minimum temperature of supply air for heating.
Air Quantity Delivered to the Premises:	1.0 cfm/usable square foot with a minimum twenty percent (20%) comprised of outside fresh air.
Design Population:	One (1) person per one hundred (100) usable square foot with a maximum of electrical and office machine load of five (5) watts per usable square foot.

ASSIGNMENT AND ASSUMPTION OF LEASES

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, **RSA PROPERTIES I, LLC**, an Illinois limited liability company, as to a 35% interest; **RSA PROPERTIES II, LLC**, an Illinois limited liability company, as to a 50% interest, and **RSA PROPERTIES III, LLC**, an Illinois limited liability company, as to a 15% interest, as successor in interest to **CORINTHIAN KEDZIE, LLC**, an Illinois limited liability company ("**Assignor**"), does hereby transfer and assign to **MERRIONETTE PARK 11560 MEDICAL PROPERTIES, LLC**, a Delaware limited liability company ("**Assignee**"), any and all rights, title and interest which Assignor may have as landlord or otherwise, in all of the Leases (as defined in that certain Purchase and Sale Agreement between Assignor and Assignee, dated as of August 12, 2020, as amended) and other leases and rental agreements with tenants located on the real property described on Exhibit A attached hereto and made a part hereof, which leases and rental agreements (including tenant security and other deposits, with all interest thereon) are set forth in the rent roll attached hereto marked Exhibit B (the "**Rent Roll**"). Assignor represents that such Rent Roll is true, accurate and correct as of the date hereof.

Assignor agrees to indemnify and hold harmless Assignee from and against all obligations and liabilities arising out of Assignor's performance or failure to perform Assignor's obligations as landlord under such leases and rental agreements up to and including the date hereof, including, but not limited to, any and all liabilities with respect to any claims for security deposits as set forth in the Rent Roll, except as to those security deposits which have been paid over to Assignee, the receipt of which Assignee hereby acknowledges.


Assignee hereby accepts and agrees to perform all of the terms, covenants and conditions of such leases and rental agreements on the part of the lessor therein required to be performed from and after the date hereof, but not prior thereto, including, but not limited to, the obligation to repay in accordance with the terms of such leases and rental agreements to the lessees thereunder, security and other deposits, but only to the extent such deposits have been disclosed by Assignor as set forth in said Rent Roll and actually delivered to Assignee.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have executed and delivered this Assignment as of the Closing Date.

ASSIGNOR:

RSA PROPERTIES I, LLC, an Illinois limited liability company, as to a 35% interest

By: 
Name: Karl Shea
Its: Sole Member

RSA PROPERTIES II, LLC, an Illinois limited liability company, as to a 50% interest

By: _____
Name: Anthony Ruh
Its: Sole Member

RSA PROPERTIES III, LLC, an Illinois limited liability company, as to a 15% interest

By: _____
Name: Pamela Ross
Its: Sole Member

ASSIGNEE:

MERRIONETTE PARK 11560 MEDICAL PROPERTIES, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

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ASSIGNOR:

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By: _____
Name: Karl Shea
Its: Sole Member

RSA PROPERTIES II, LLC, an Illinois limited liability company, as to a 50% interest

By: Anthony Ruh
Name: Anthony Ruh
Its: Sole Member

RSA PROPERTIES III, LLC, an Illinois limited liability company, as to a 15% interest

By: _____
Name: Pamela Ross
Its: Sole Member

ASSIGNEE:

MERRIONETTE PARK 11560 MEDICAL PROPERTIES, LLC, a Delaware limited liability company

By: _____
Name: _____
Title: _____

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Its: Sole Member

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By: _____
Name: Anthony Ruh
Its: Sole Member

RSA PROPERTIES III, LLC, an Illinois limited liability company, as to a 15% interest

By: Pamela J. Ross
Name: Pamela Ross
Its: Sole Member

ASSIGNEE:

MERRIONETTE PARK 11560 MEDICAL PROPERTIES, LLC, a Delaware limited liability company

By: _____
Name: _____
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By: _____
Name: Anthony Ruh
Its: Sole Member

RSA PROPERTIES III, LLC, an Illinois limited liability company, as to a 15% interest

By: _____
Name: Pamela Ross
Its: Sole Member

ASSIGNEE:

MERRIONETTE PARK 11560 MEDICAL PROPERTIES, LLC, a Delaware limited liability company

By: 
Name: Krysta Bavlsik
Title: Authorized Signatory

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

LOT 1 IN RSA FIRST KEDZIE SUBDIVISION BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 11560 South Kedzie Avenue, Merrionette 60803

PIN: 24-23-409-051-0000

ASSIGNMENT AND ASSUMPTION OF LEASES

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, **RSA PROPERTIES I, LLC**, an Illinois limited liability company, as to a 35% interest; **RSA PROPERTIES II, LLC**, an Illinois limited liability company, as to a 50% interest, and **RSA PROPERTIES III, LLC**, an Illinois limited liability company, as to a 15% interest, as successor in interest to **CORINTHIAN KEDZIE, LLC**, an Illinois limited liability company ("**Assignor**"), does hereby transfer and assign to **MERRIONETTE PARK 11560 MEDICAL PROPERTIES, LLC**, a Delaware limited liability company ("**Assignee**"), any and all rights, title and interest which Assignor may have as landlord or otherwise, in all of the Leases (as defined in that certain Purchase and Sale Agreement between Assignor and Assignee, dated as of August 12, 2020, as amended) and other leases and rental agreements with tenants located on the real property described on Exhibit A attached hereto and made a part hereof, which leases and rental agreements (including tenant security and other deposits, with all interest thereon) are set forth in the rent roll attached hereto marked Exhibit B (the "**Rent Roll**"). Assignor represents that such Rent Roll is true, accurate and correct as of the date hereof.

Assignor agrees to indemnify and hold harmless Assignee from and against all obligations and liabilities arising out of Assignor's performance or failure to perform Assignor's obligations as landlord under such leases and rental agreements up to and including the date hereof, including, but not limited to, any and all liabilities with respect to any claims for security deposits as set forth in the Rent Roll, except as to those security deposits which have been paid over to Assignee, the receipt of which Assignee hereby acknowledges.


Assignee hereby accepts and agrees to perform all of the terms, covenants and conditions of such leases and rental agreements on the part of the lessor therein required to be performed from and after the date hereof, but not prior thereto, including, but not limited to, the obligation to repay in accordance with the terms of such leases and rental agreements to the lessees thereunder, security and other deposits, but only to the extent such deposits have been disclosed by Assignor as set forth in said Rent Roll and actually delivered to Assignee.

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Its: Sole Member

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By: _____
Name: Pamela Ross
Its: Sole Member

ASSIGNEE:

MERRIONETTE PARK 11560 MEDICAL PROPERTIES, LLC, a Delaware limited liability company

By: _____
Name _____
Title: _____

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Name: Pamela Ross
Its: Sole Member

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By: Pamela J. Ross
Name: Pamela Ross
Its: Sole Member

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By: _____
Name: Pamela Ross
Its: Sole Member

ASSIGNEE:

MERRIONETTE PARK 11560 MEDICAL PROPERTIES, LLC, a Delaware limited liability company

By: 
Name: Krysta Bavlsik
Title: Authorized Signatory

EXHIBIT A

DESCRIPTION OF REAL PROPERTY

LOT 1 IN RSA FIRST KEDZIE SUBDIVISION BEING A SUBDIVISION IN THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 23, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Commonly Known As: 11560 South Kedzie Avenue, Merrionette 60803

PIN: 24-23-409-051-0000

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO LEASE AGREEMENT (this "Amendment") is made and entered into as of May 16, 2024 (the "Effective Date") by and between MERRIONETTE PARK 11560 MEDICAL PROPERTIES, LLC, a Delaware limited liability company ("Landlord"), and MIDWEST PHYSICIAN ALLIANCE, INC., an Illinois corporation, dba HEART CARE CENTERS OF ILLINOIS ("Tenant").

RECITALS

A. Landlord's predecessor-in-interest and Tenant entered into that certain Lease dated as of April 6, 2016 (the "Original Lease"), as amended by that certain First Amendment to Lease dated as of February 18, 2019 (the "First Amendment"), that certain Tenant Estoppel and Amendment dated as of December 1, 2020 (the "Estoppel"), and that certain Second Amendment to Lease dated as of December 7, 2020 (the "Second Amendment"), for the lease of certain premises containing approximately 12,922 rentable square feet known as Suite 100 (the "Original Premises") in that certain building located at 11560 S. Kedzie Avenue, Merrionette Park, Illinois, commonly known as Merrionette Park Medical Center – 11560 (the "Building"). The Original Lease as amended by the First Amendment, Estoppel and Second Amendment shall be referred to herein as the "Lease".

B. The term ("Term") of the Lease will expire on July 31, 2028. The parties now desire to (i) expand the Original Premises to include that certain additional space (the "Expansion Premises"), containing approximately 2,380 rentable square feet and known as Suite 110 as outlined on Exhibit A attached hereto, (ii) extend the Term of the Lease, and (iii) make certain other revisions to the Lease on the following terms and conditions. Capitalized terms which are used but not otherwise defined in this Amendment shall have the meanings ascribed to them in the Lease.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Landlord and Tenant agree as follows:

1. Expansion Premises. On the date that the Expansion Premises are delivered by Landlord to Tenant in Delivery Condition (as hereinafter defined) satisfied (which date is anticipated to be August 1, 2024) ("Expansion Date"), the Original Premises shall be expanded to include the Expansion Premises, such that, from and after the Expansion Date: (a) Landlord shall lease to Tenant, and Tenant shall lease from Landlord, the Original Premises and the Expansion Premises pursuant to the Lease; (b) the term "Premises" shall refer to the Original Premises and the Expansion Premises on a collective basis, and such Premises shall consist of approximately 15,302 rentable square feet; (c) all references in the Lease to the Premises shall be deemed to include the Original Premises and Expansion Premises; (d) all of the terms and conditions of the Lease which are applicable to the Original Premises, except as otherwise expressly set forth herein, shall also apply to the Expansion Premises, and Tenant hereby makes, with respect to the Expansion Premises, all of the covenants and agreements which it has made with respect to the Original Premises; and (e) the term of Tenant's lease of the Original Premises and the Expansion Premises shall be co-terminus and terminate on the expiration of the Extended Term, as set forth in Section 2 below. Tenant shall continue to pay monthly Minimum Rent at the current rate until the Expansion Date. To the extent that Landlord delivers the Expansion Premises to Tenant prior to the Expansion Date, all of the terms and conditions of the Lease shall apply to Expansion Premises, except that the payment of Minimum Rent, Expenses and Taxes by Tenant for the Expansion Premises shall not commence until the Expansion Date. "Delivery Condition" shall mean that Landlord shall deliver the Expansion Premises to Tenant, at no additional expense to Tenant, with the Landlord Work (as hereinafter defined) substantially completed. Without limiting the foregoing, Tenant shall not be responsible for remedying the following at or in the Expansion Premises when Tenant takes possession: (i) any existing violations of applicable building codes, laws, and regulations, including, without limitation, the Americans with Disabilities Act; and (ii) any existing Hazardous Material in violation of Laws.

2. Original Premises – Term Extension. The parties hereby agree to modify and extend the term of the Lease for seventy-two (72) months commencing on August 1, 2028 (the "Extension Date") and expiring on July 31, 2034

Merrionette Park - 11560

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(the "Extended Expiration Date"). The portion of the term commencing on the Extension Date and ending on the Extended Expiration Date shall be referred to as the "Extended Term".

3. Base Rent.

a. Expansion Premises. As of the Expansion Date, Tenant shall pay Minimum Rent for the Expansion Premises as follows:

<u>Period</u>	<u>Minimum Rent per RSF</u>	<u>Minimum Rent</u>
Expansion Date – July 31, 2027	\$24.50	\$4,859.17
August 1, 2027 – July 31, 2028	\$25.00	\$4,958.33
August 1, 2028 – July 31, 2029	\$25.75	\$5,107.08
August 1, 2029 – July 31, 2030	\$26.52	\$5,259.80
August 1, 2030 – July 31, 2031	\$27.32	\$5,418.47
August 1, 2031 – July 31, 2032	\$28.14	\$5,581.10
August 1, 2032 – July 31, 2033	\$28.98	\$5,747.70
August 1, 2033 – July 31, 2034	\$29.85	\$5,920.25

The foregoing schedule shall be in addition to, and not in derogation of, the Minimum Rent for the Original Premises as set forth in Article 1, Section L of the Original Lease and Section 3(b) below.

b. Original Premises. Tenant shall continue to pay Minimum Rent under the Lease with respect to the Original Premises through and including the day immediately prior to the Extension Date. As of the Extension Date, Minimum Rent for the Original Premises shall be as follows:

<u>Period</u>	<u>Minimum Rent per RSF</u>	<u>Minimum Rent</u>
*August 1, 2028 – November 30, 2028 (Minimum Rent is abated)	\$25.75 (subject to abatement, as set forth in Article 5 below)	\$27,728.46 (subject to abatement, as set forth in Article 5 below)
December 1, 2028 – July 31, 2029	\$25.75	\$27,728.46
August 1, 2029 – July 31, 2030	\$26.52	\$28,557.62
August 1, 2030 – July 31, 2031	\$27.32	\$29,419.09
August 1, 2031 – July 31, 2032	\$28.14	\$30,302.09
August 1, 2032 – July 31, 2033	\$28.98	\$31,206.63
August 1, 2033 – July 31, 2034	\$29.85	\$32,143.48

The foregoing schedule shall be in addition to, and not in derogation of, the Base Rent for the Expansion Premises as set forth in Section 3(a) above.

4. **Additional Rent, Tenant's Share.** In addition to the Minimum Rent as set forth above, Tenant shall remain obligated for the payment to Landlord of additional rent, including without limitation, Tenant's Proportionate Share of Expenses and Taxes and any other charges or amounts due under the Lease, in accordance with the provisions of the Lease. Tenant acknowledges that (i) the Building is included within a larger group of properties defined as the "Project" in the Original Lease, (ii) certain Expenses of the Project are allocated between the Building and other buildings and/or properties within the Project, and (iii) Landlord shall have the right to use methods of allocation between the buildings and/or properties within the Project that are reasonable and appropriate for the circumstances; provided, however, Tenant's allocation of such Project Expenses shall not exceed Tenant's pro rata share of the Project of 15.42% (calculated by dividing 15,302 RSF by 99,253 RSF). From and after the Expansion Date, Tenant's Share as set forth in Article 1, Section E of the Original Lease and Section 2 of the First Amendment, shall be 36.46%. If the Building is not fully occupied and assessed during a calendar year, Expenses that vary with occupancy for such calendar year shall be determined as if the Building had been fully occupied and assessed during such period. For purposes of clarification, there will be no gross-up of Expenses that do not vary with occupancy levels.

5. **Abated Rent.** Notwithstanding anything to the contrary contained herein, so long as there is no Default under the Lease, Tenant has paid on a timely basis all Rent and Tenant has not assigned the Lease or subleased all or any part of the Premises and is occupying the entire Premises subject to the Lease, monthly Minimum Rent for the Original Premises shall abate for the first four (4) full calendar months following the Extension Date (the "**Rent Abatement Period**"). The total amount of monthly Minimum Rent abated during the Rent Abatement Period shall be referred to herein as the "**Abated Rent**". During the Rent Abatement Period all other costs and charges specified in the Lease other than the Abated Rent shall remain as due and payable pursuant to the provisions of the Lease. If a Default by Tenant shall occur while the foregoing Rent Abatement Period is still in effect, Tenant shall immediately commence paying the full amount otherwise required under the Lease (as amended) without regard to such Rent Abatement Period. If a Default by Tenant shall occur at any time during the Term which results in a termination of the Lease or Tenant's right to possession of any portion of the Premises, Abated Rent unamortized as of the date such Default occurs (with the Abated Rent being deemed to have been amortized in equal monthly installments together with interest thereon at the rate of eight percent (8%) per annum over the number of full calendar months in the initial Extended Term) shall become due and payable promptly following written notice from Landlord. For the avoidance of doubt, a Default shall only be deemed to have occurred for purposes of the prior two (2) sentences solely after all applicable notice and cure periods have been exhausted. Notwithstanding anything to the contrary contained herein, Landlord shall have the option, in connection with any sale or other transfer, recapitalization or financing of the Building, to make a cash payment to Tenant in the amount of any remaining Abated Rent which is due to Tenant under this Section. Upon Landlord's tender of such payment to Tenant by Landlord, Tenant shall no longer be entitled to any Abated Rent pursuant to this Section, and this Section shall have no further force and effect. Landlord shall exercise its option herein by notice given to Tenant at least fifteen (15) days before the closing of the sale or other transfer, recapitalization or financing of the Building, and Landlord shall make such payment to Tenant on or promptly following the date of such closing.

6. **Condition of Premises.**

a. **Existing Condition.** Tenant is currently in possession of the Original Premises and accepts the same "as is", "where is", and "with all faults" without any agreements, representations, understandings or obligations on the part of Landlord, it being agreed that Landlord shall not be required to perform any work or incur any costs (except as specifically set forth in Section 6(b) below) in connection with the construction or demolition of any improvements in the Original Premises. Tenant accepts possession of the Expansion Premises "as is", "where is", and "with all faults" without any agreements, representations, understandings or obligations on the part of Landlord, it being agreed that Landlord shall not be required to perform any work or incur any costs (except as specifically set forth in Section 6(b) below) in connection with the construction or demolition of any improvements in the Expansion Premises.

b. **Responsibility for Improvements to Premises.** Tenant may perform improvements to the Premises in accordance with the Work Letter attached hereto as **Exhibit B**, and Tenant shall be entitled to an improvement allowance in the amount of the Allowance in connection with such work as more fully described and subject to the terms and conditions in **Exhibit B**. Landlord shall perform the work shown on **Exhibit B-1**

attached hereto (the "Landlord Work"). Tenant may not commence Tenant's Work (as defined below) until completion of the Landlord Work.

7. HVAC. Article 10, Section D is hereby amended to add the following:

"HVAC. Notwithstanding anything to the contrary set forth herein, Tenant shall maintain all heating and air conditioning units exclusively serving the Premises (collectively, the "HVAC System") in good condition, promptly making all repairs and replacements thereto. Tenant at its sole cost and expense shall obtain and continuously maintain in full force and effect a preventive maintenance and service contract with a service provider approved by Landlord for the HVAC System (the "HVAC Maintenance Contract"). The terms and provisions of any HVAC Maintenance Contract shall require that the service provider inspect the HVAC System on a quarterly basis and maintain the HVAC System in accordance with the manufacturer's recommendations and otherwise in accordance with normal, customary and reasonable practices in the geographic area in which the Premises is located and for HVAC systems comparable to the HVAC System. Tenant shall provide to Landlord a copy of the HVAC Maintenance Contract and all renewals or replacements thereof prior to the Effective Date and no later than 30 days prior to the then-applicable expiration date of the existing HVAC Maintenance Contract. If Tenant fails to timely deliver to Landlord the HVAC Maintenance Contract (or any applicable renewal or replacement thereof) or if Landlord otherwise elects to carry an HVAC maintenance contract, then Landlord shall have the right but not the obligation to contract directly for the periodic maintenance of the HVAC System and to charge the cost thereof back to Tenant as additional rent pursuant to the terms of the Lease. Landlord and Tenant acknowledge and agree that the heating and air conditioning units serving the Premises as of the Effective Date do not exclusively serve the Premises."

8. Renewal Options. Article 3, Section C of the Original Lease and Section 5 of the First Amendment are hereby amended to provide that Tenant shall have two (2) remaining Renewal Options to extend the Term of the Lease for consecutive periods of five (5) years each following the Extended Expiration Date.

9. Prohibited Use. Tenant will not occupy or use, or permit any portion of the Premises to be occupied or used for the performance of human abortions.

10. Exclusivity. Landlord and Tenant acknowledge that the terms of Article 42 of the Original Lease shall continue to apply during the Extended Term.

11. Security Deposit. Landlord and Tenant acknowledge and agree that (i) Landlord is not currently holding a security deposit under the Lease (the "Security Deposit"), and (ii) Tenant shall not be required to deposit a Security Deposit in connection with this Amendment.

12. Landlord's and Tenant's Addresses. As of the Effective Date, Landlord's and Tenant's addresses for notice shall be, including (without limitation) pursuant to Article 33 of the Original Lease:

Landlord:

Merrionette Park 11560 Medical Properties, LLC
c/o Remedy Medical Properties
800 West Madison Street, Suite 400
Chicago, Illinois 60607
Attn: Chris Dille

All Rent shall be paid to:
Merrionette Park 11560 Medical Properties, LLC
c/o Remedy Medical Properties
P.O. Box 25517

Tenant:

Midwest Physician Alliance, Inc.
Attention: Chief Operating Officer
13001 S. 104th Ave., Ste. 100
Palos Park, IL 60464

-AND-

Midwest Physician Alliance, Inc.
Attention: Chief Operating Officer
11560 S. Kedzie Ave., Ste. 100

Tampa, Florida 33622
or such other parties and addresses as to
which Landlord shall provide advance
notice.

Landlord's sustainability contact:
**Merrionette Park 11560 Medical
Properties, LLC**
800 West Madison Street, Suite 400
Chicago, Illinois 60607
Attn: Jonathan Mensik
Phone: (312) 971-9316
Email: esg@remedymed.com

Merrionette Park, IL 60803

Tenant's sustainability contact:
Midwest Physician Alliance, Inc.
Attention: Chief Operating Officer
13001 S. 104th Ave., Ste. 100
Palos Park, IL 60464
Attn: Mark Berlin
Phone: (708) 478-3600; ext. 1420
Email: mberlin@heartcc.com

As set forth above, Landlord and Tenant shall provide a point of contact to discuss issues related to sustainability and energy, including (without limitation) retrofit projects, energy efficiency upgrades, and data access.

13. Representations and Warranties.

a. Tenant hereby represents, warrants and agrees that: (i) the Lease continues to be a legal, valid and binding agreement and obligation of Tenant; (ii) to Tenant's knowledge, there exists no breach, default, or event of default by Landlord under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Landlord under the Lease and Tenant does not have any current offset or defense to its performance or obligations under the Lease; and (iii) Tenant has not assigned, sublet, transferred, mortgaged or in any other way encumbered its interest in the Lease. Landlord hereby represents, warrants and agrees that: (i) the Lease continues to be a legal, valid and binding agreement and obligation of Landlord; and (ii) to Landlord's knowledge, there exists no breach, default, or event of default by Tenant under the Lease, or any event or condition which, with notice or passage of time or both, would constitute a breach, default or event of default by Tenant under the Lease.

b. Tenant represents and warrants to Landlord that Tenant (i) is not currently excluded, debarred or otherwise ineligible to participate in Medicare or any federal health care program under section 1128 and 1128A of the Social Security Act, as amended or as defined in 42 U.S.C. § 1320a-7b(f), as amended (the "**Federal Health Care Programs**"); (ii) has not been convicted of a criminal offense related to the provision of healthcare items or services but has not yet been excluded, debarred, or otherwise declared ineligible to participate in any Federal Health Care Program; and (iii) is not under investigation or otherwise aware of any circumstances which may result in Tenant being excluded from participation in any Federal Health Care Program.

c. Tenant hereby represents and warrants that neither Tenant, nor any persons or entities holding any legal or beneficial interest whatsoever in Tenant, are (i) the target of any sanctions program that is established by Executive Order of the President or published by the Office of Foreign Assets Control, U.S. Department of the Treasury ("**OFAC**"); (ii) designated by the President or OFAC pursuant to the Trading with the Enemy Act, 50 U.S.C. App. § 5, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701-06, the Patriot Act, Public Law 107-56, Executive Order 13224 (September 23, 2001) or any Executive Order of the President issued pursuant to such statutes; or (iii) named on the following list that is published by OFAC: "List of Specially Designated Nationals and Blocked Persons" (collectively, "**Prohibited Persons**"). Tenant hereby represents and warrants to Landlord that no funds tendered to Landlord by Tenant under the terms of this Amendment are or will be directly or indirectly derived from activities that may contravene U.S. federal, state or international laws and regulations, including anti-money laundering laws. Tenant will not during the term of the Lease (as the same may be extended or renewed from time to time) engage in any transactions or dealings, or be otherwise associated with, any Prohibited Persons in connection with the use or occupancy of the Premises.

The foregoing representations shall be ongoing representations and warranties during the term of the Lease (as the same may be extended or renewed from time to time) and Tenant shall promptly notify Landlord of any change in the status of the representations and warranties set forth in Sections 13(b) and 13(c) above. In the event any representation and warranty set forth in Sections 13(b) and 13(c) above is or becomes untrue at any time it shall be a default under the Lease and Landlord shall have the right to immediately terminate the Lease and shall entitle Landlord to any and all remedies available hereunder or at law or in equity.

14. Miscellaneous.

a. This Amendment sets forth the entire agreement between the parties with respect to the matters set forth herein. The parties further agree that, except as provided herein, any free rent, rent abatement, improvement allowance, leasehold improvements, or other work to the Premises, or any similar economic incentives that may have been provided Tenant in connection with entering into the Lease or any prior amendment thereto have now expired and such incentives as were granted under the Lease or any prior Amendment hereto shall have no application going forward.

b. The parties hereby ratify the Lease, including each of any prior amendments thereto. Except as herein modified or amended, the provisions, conditions and terms of the Lease shall remain unchanged and in full force and effect. In the case of any inconsistency between the provisions of the Lease and this Amendment, the provisions of this Amendment shall govern and control. From and after the date hereof, references to the "Lease" (including, without limitation, any and all references contained in this Amendment) shall mean the Lease as amended by this Amendment.

c. Time is of the essence with respect to this Amendment.

d. The capitalized terms used in this Amendment shall have the same definitions as set forth in the Lease to the extent that such capitalized terms are defined therein and not redefined in this Amendment. The above recitals are hereby incorporated by reference into this Amendment.

e. Tenant hereby represents to Landlord that Tenant has not dealt with any broker in connection with this Amendment other than Remedy Medical Properties, Inc. and ProTen Realty Group. Tenant agrees to indemnify and hold Landlord and Landlord's employees, officers and agents harmless from all claims of any other brokers claiming to have represented Tenant in connection with this Amendment.

f. The undersigned signatory of Tenant represents and warrants to Landlord, and agrees, that such individual executing this Amendment on behalf of Tenant is authorized to do so on behalf of Tenant. The undersigned signatory of Landlord represents and warrants to Tenant, and agrees, that such individual executing this Amendment on behalf of Landlord is authorized to do so on behalf of Landlord.

g. Notwithstanding anything to the contrary set forth in the Lease: (i) Landlord shall have the right to install meters, submeters, or other energy-reducing systems in the Premises at any time to measure any or all utilities serving the Premises; provided, however, such installation shall be at Landlord's sole cost and expense to the extent that such costs do not constitute Expenses that can be passed through to Tenant under the Lease; (ii) Tenant is responsible for following all local and building recycling requirements and placing materials in the appropriate recycling bins; (iii) Tenant shall use commercially reasonable efforts to utilize environmentally preferred and third party certified products such as Green Seal, EcoLogo, DfE, and GREENGUARD to reduce the use of products that are toxic to Tenant and employees; (iv) in order to monitor the effectiveness of efficiency improvements, measure the environmental performance of the building against any targets and identify needs for future upgrades, Tenant shall provide Landlord with access to waste, water and electricity usage as they appear in the Tenant's utility bills, upon reasonable prior written request; and (v) in the event that Landlord pursues a sustainable building certification (e.g. LEED, EnergyStar, etc.), Tenant agrees to cooperate with any parties designated by the Landlord to collect information necessary to obtain and maintain the certification.

h. This Amendment may be executed in one or more counterparts, each of which will constitute an original, and all of which together shall constitute one and the same agreement.

i. In order to expedite the execution of this Amendment, signatures sent by electronic mail or signed electronically may be used in the place of original signatures on this Amendment. The parties intend to be bound by the signatures of the electronically mailed or signed signatures, and hereby waive any defenses to the enforcement of the terms of this Amendment based on the form of the signature. Without limiting or otherwise affecting the validity of executed copies hereof that have been sent by electronic mail or signed electronically, the parties will use reasonable efforts to deliver originals as promptly as possible after execution if requested by the other party.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Amendment as of the day and year first above written.

LANDLORD:

MERRIONETTE PARK 11560 MEDICAL PROPERTIES, LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

TENANT:

MIDWEST PHYSICIAN ALLIANCE, INC., an Illinois corporation, dba HEART CARE CENTERS OF ILLINOIS

By:  _____

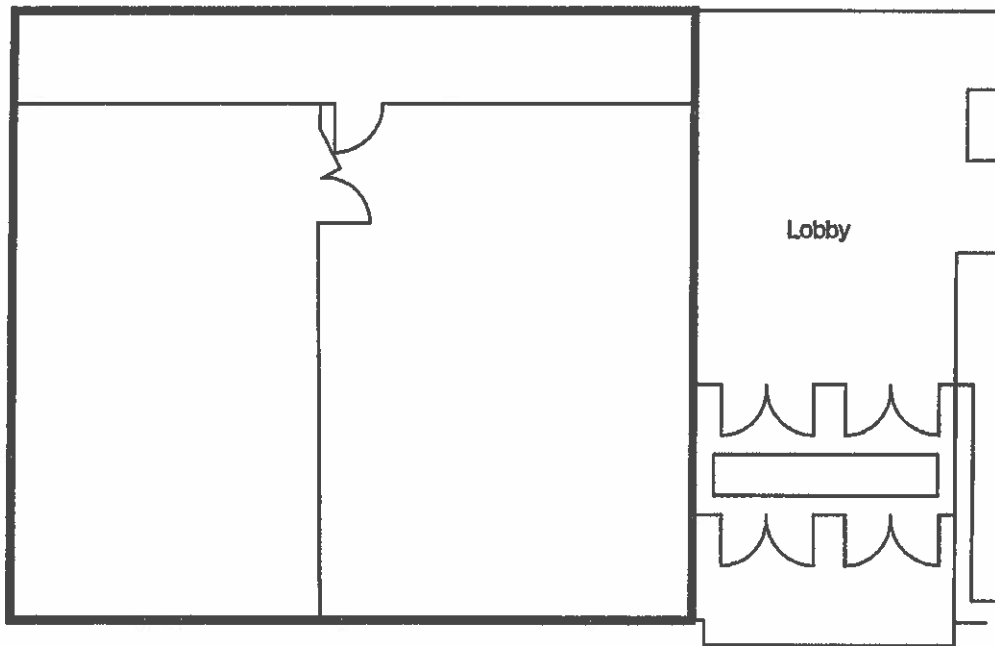
Name: Ronald Stella, MD

Its: President

[SIGNATURE PAGE]

EXHIBIT A
EXPANSION PREMISES

SUITE 110
AVAILABLE
2,380 SF



[EXHIBIT A]

51921351.6
QB\89213583.7

EXHIBIT BWORK LETTER1. Tenant's Work and Allowance.

A. Tenant, following the full and final execution and delivery of the Amendment to which this Exhibit is attached and, shall have the right to perform certain improvements to the Original Premises and/or the Expansion Premises, subject to the prior written approval of Landlord, not to be unreasonably conditioned, delayed or withheld (the "Tenant's Work"). Notwithstanding the foregoing, Tenant and its contractors shall not have the right to perform Tenant's Work in the Premises unless and until Tenant has complied with all of the terms and conditions of the Lease, including, without limitation, Article 8 of the Original Lease, including, without limitation, approval by Landlord of the final plans for the Tenant's Work and the contractors to be retained by Tenant to perform such Tenant's Work. Tenant shall be responsible for all elements of the design of Tenant's plans (including, without limitation, compliance with Laws, functionality of design, the structural integrity of the design, the configuration of the Premises and the placement of Tenant's furniture, appliances and equipment), and Landlord's approval of Tenant's plans shall in no event relieve Tenant of the responsibility for such design. Landlord's approval of the contractors to perform the Tenant's Work shall not be unreasonably conditioned, delayed or withheld. The parties agree that Landlord's approval of the general contractor to perform the Tenant's Work shall not be considered to be unreasonably withheld if any such general contractor (i) does not have trade references reasonably acceptable to Landlord, (ii) does not maintain insurance as required pursuant to the terms of the Lease, (iii) does not have the ability to be bonded for the work in an amount of no less than 150% of the total estimated cost of the Tenant's Work, (iv) does not provide current financial statements reasonably acceptable to Landlord, or (v) is not licensed as a contractor in the state/municipality in which the Premises is located. Tenant acknowledges the foregoing is not intended to be an exclusive list of the reasons why Landlord may reasonably withhold its consent to a general contractor.

B. Provided Tenant is not in default, Landlord agrees to contribute an allowance in the amount of \$125,000.00 (the "Allowance") toward the cost of performing the Tenant's Work. The Allowance may only be used for the cost of preparing design and construction documents and mechanical and electrical plans for the Tenant's Work for hard costs in connection with the Tenant's Work and Landlord's construction management fee of five percent (5%) of the cost of Tenant's Work; provided, however that such construction management fee shall apply solely in the event that Landlord supervises Tenant's Work. The Allowance shall be paid to Tenant or, at Landlord's option, to the order of the general contractor that performed the Tenant's Work, within thirty (30) days following receipt by Landlord of (1) receipted bills covering all labor and materials expended and used in the Tenant's Work; (2) a sworn contractor's affidavit from the general contractor and a request to disburse from Tenant containing an approval by Tenant of the work done; (3) full and final waivers of lien for the Tenant's Work completed; (4) as-built plans of the Tenant's Work; and (5) the certification of Tenant and its architect that the Tenant's Work has been installed in a good and workmanlike manner in accordance with the approved plans, and in accordance with applicable Laws, codes and ordinances. The Allowance shall be disbursed in the amount reflected on the receipted bills meeting the requirements above. Notwithstanding anything herein to the contrary, Landlord shall not be obligated to disburse any portion of the Allowance during the continuance of an uncured default under the Lease, and Landlord's obligation to disburse shall only resume when and if such default is cured.

C. Notwithstanding anything to the contrary set forth herein, Tenant shall have the right, at Tenant's sole option, to (i) apply all or any portion of the Allowance toward Tenant's Work in the Original Premises or Expansion Premises, or (ii) upon prior notice to Landlord, to apply up to \$37,500.00 of the Allowance against the Minimum Rent next coming due under the Lease until such credit is exhausted; provided further, however, in no event shall the monthly Minimum Rent due be reduced by more than fifty percent (50%) of the total amount due for such month.

D. Although the Allowance is granted as a material inducement to Tenant to enter into the Amendment, the Allowance may be used for any Tenant's Work performed on or before the date (the "Allowance Deadline") that is twenty-four (24) months after the sooner of (i) the date on which Tenant receives initial approval or rejection of its Certificate of Need with respect to the Expansion Premises (the "CON") from the Illinois Health Facilities & Services Review Board, or (ii) October 31, 2024; provided, however, that Tenant shall have the right to extend such Allowance

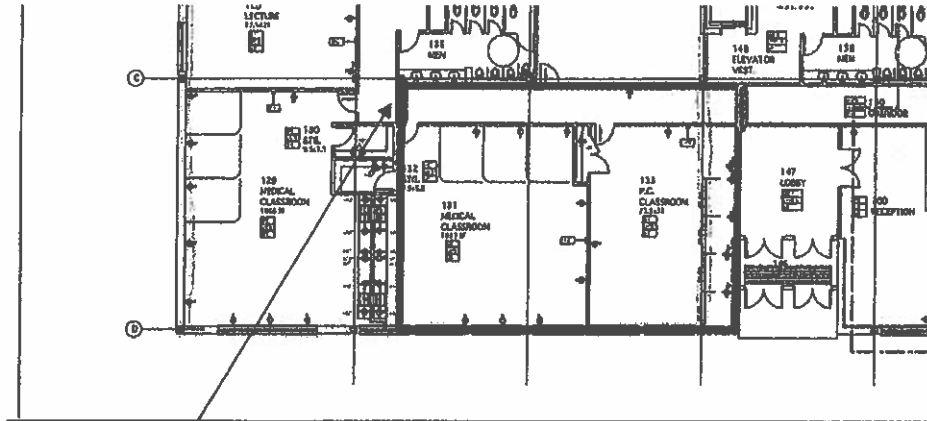
[EXHIBIT B]

Deadline by six (6) months upon written notice to Landlord so long as (i) such extension is due to delays in issuance of the CON, and (ii) Tenant is otherwise diligently pursuing completion of Tenant's Work. Any amount of the Allowance not used as of such date shall accrue to Landlord and Tenant shall have no further claim or right to such unused Allowance after such date.

E. Subject to and without limiting Section 1 of the Amendment to which this Exhibit is attached, Tenant agrees to accept the Original Premises and the Expansion Premises in their "as-is", "where is", and "with all faults" condition and configuration, it being agreed that Landlord shall not be required to perform any work except for the Landlord Work described in Section 6(b) of the foregoing amendment, or, except as provided above with respect to the Allowance, incur any costs in connection with the construction or demolition of any improvements in the Premises.

F. This Exhibit shall not be deemed applicable to any additional space added to the Premises at any time or from time to time, whether by any options under the Lease or otherwise, or to any portion of the original Premises or any additions to the Premises in the event of a renewal or extension of the original Term of the Lease, whether by any options under the Lease or otherwise, unless expressly so provided in the Lease or any amendment or supplement to the Lease.

EXHIBIT B-1
LANDLORD WORK



Landlord's Work consists solely of removing door in purple and walling off area where door currently is.

ATTACHMENT 3

Operating Entity/Licensee Information

I. Certificate of Good Standing

Premier Cardiac Surgery Center, PLLC (the "Applicant") will be the legal entity responsible for operating the Cath Lab. A Certificate of Good Standing issued by the Illinois Secretary of State for the Applicant is attached immediately following this page.

II. Ownership Disclosures

The following persons hold a five percent (5%) or greater ownership interest in the Applicant (i.e., the Company):

Name	Entity/Individual	Ownership %
Heart Care Centers of Illinois, S.C.	Entity	100.0%
TOTAL		100.0%

A Certificate of Good Standing issued by the Illinois Secretary of State for the above-referenced owners is attached immediately following this page.

File Number

0653982-3



To all to whom these Presents Shall Come, Greeting:

I, Alexi Giannoulis, 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

PREMIER CARDIAC SURGERY CENTER, PLLC, HAVING ORGANIZED IN THE STATE OF ILLINOIS ON OCTOBER 11, 2017, 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.

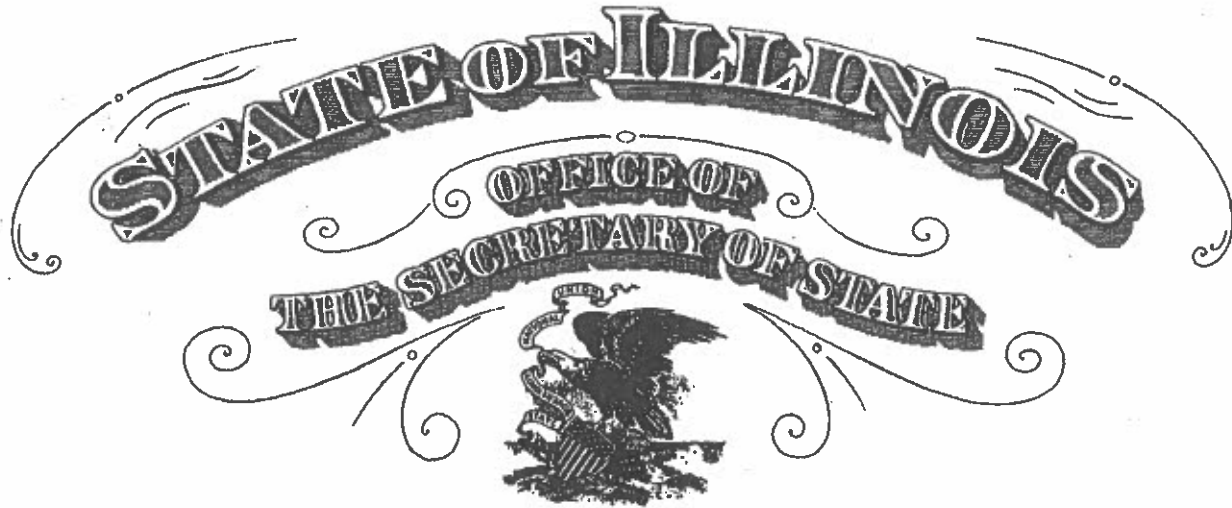


In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 29TH day of MAY A.D. 2024 .

Authentication #: 2415003802 verifiable until 05/29/2025
 Authenticate at: <https://www.ilsos.gov>

Alexi Giannoulis
 SECRETARY OF STATE

File Number 5934-189-8



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

HEARTCARE CENTERS OF ILLINOIS, S.C., A DOMESTIC CORPORATION, INCORPORATED UNDER THE LAWS OF THIS STATE ON APRIL 01, 1997, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE, AND AS OF THIS DATE, IS IN GOOD STANDING AS A DOMESTIC CORPORATION IN THE STATE OF ILLINOIS.



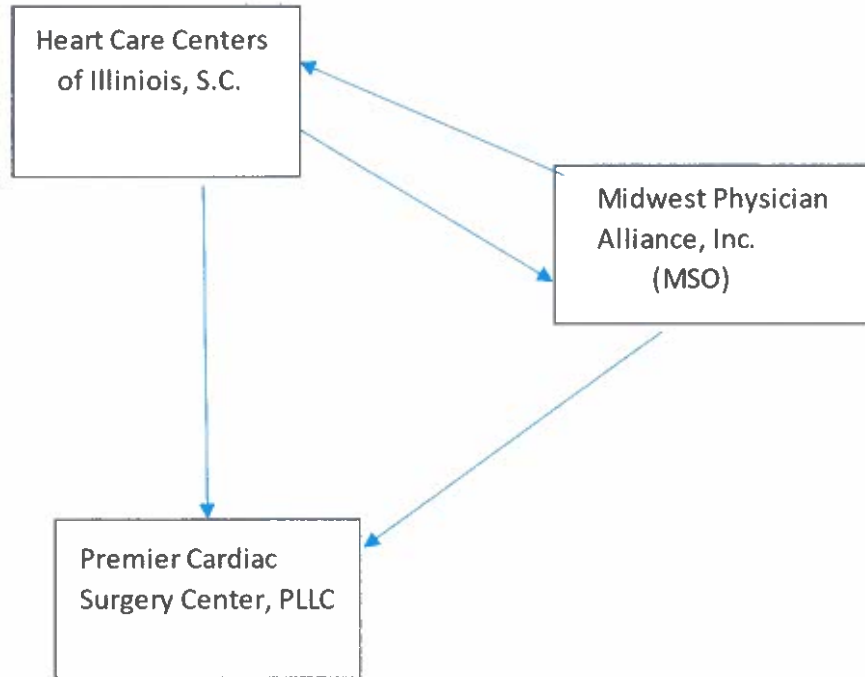
In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 1ST day of FEBRUARY A.D. 2024 .

Authentication #: 2403204030 verifiable until 02/01/2025
Authenticate at: <https://www.ileos.gov>

Alexi Giannoulas
SECRETARY OF STATE

ATTACHMENT 4

Organizational Relationship



Premier Cardiac Surgery Center, PLLC (“PCSC”) is the entity which is licensed and certified as an ambulatory surgical treatment center (“ASTC”), which is presently authorized for one category of service: cardiology. When PCSC was originally granted a CON permit in February 2018, the business was organized as a limited liability company (“LLC”). However, later in 2018, the Illinois General Assembly passed, and the Governor signed into law, Public Act 100-0894, which amended various provisions of the Professional Limited Liability Company Act to require all new applications seeking to become an LLC that provided professional services to alternatively form as a professional limited liability company (“PLLC Act”). The PLLC Act exempted pre-existing LLCs from being required to convert to a PLLC but allowed such entities to convert voluntarily. PCSC voluntarily converted from an LLC to a PLLC in November 2021. Evidence of this conversion is provided below.

Heart Care Centers of Illinois, SC (“HCCI”) is an Illinois service corporation organized as a physician practice and its surgeons use the ASTC as an extension of this practice.

Midwest Physician Alliance, Inc., an Illinois corporation (“MPA”), is a management service organization that run the day to day operations of HCCI and the ASTC. MPA will also be the manager of the proposed Cath Lab.

Illinois Department of Professional and Financial Regulation
320 W. Washington 3rd floor
Springfield Illinois 62786

Entity:

Premier Cardiac Surgery Center LLC
License Number : 248.002565

Subject:

Status change from LLC to PLLC

To Whom it may concern:

We have renewed our Professional Limited Liability Company License (248.002565) on line.
Attached are copies of the Supplemental renewal application and our proof of payment receipt.

Additionally, we were instructed by you to change our status of our company with the Secretary of State from an LLC to a PLLC. Attached are the documents as requested supporting proof of this change

1. Copy of the Articles of Amendment filed with the Secretary of State. Both the name change and the purpose of business have been modified as instructed.
2. A signed and dated statement confirming the business name change.

If there are any questions or issues, please reach out to me directly at (708) 478-3600 x 1421

My mailing address is as follows:

13011 S. 104th ave. Suite 100
Palos Park Illinois 60464

Thanks again for your assistance.



Bill Sheridan
Director of Finance

Form **LLC-5.25**
July 2017

Illinois
Limited Liability Company Act
Articles of Amendment

FILE #

This space for use by Secretary of State.

Secretary of State
Department of Business Services
Limited Liability Division
501 S. Second St., Rm. 351
Springfield, IL 62756
217-524-8008
www.cyberdriveillinois.com

SUBMIT IN DUPLICATE

Type or print clearly.

Filing Fee: \$50

Approved:

Payment may be made by check payable to Secretary of State. If check is returned for any reason this filing will be void.

1. Limited Liability Company name: Premier Cardiac Surgery Center LLC

2. Articles of Amendment effective on:

the file date

a later date (not to exceed 30 days after the filing date) _____

Month, Day, Year

3. Articles of organization are amended as follows (check applicable item(s) below):

a) Admission of a new manager (give name and address below)*

b) Withdrawal of a manager (give name below)

c) Change in address of the records office/principal place of business as required by Sec. 1-40 of the Act. (Give new physical number and street address, a P.O. Box alone or C/O is unacceptable.)

d) Change of registered agent and/or registered agent's office (Give new name and/or address below, address change to P.O. Box alone or C/O is unacceptable.)

e) Change in the Limited Liability Company's name (give new name below)**

f) Change in date of dissolution (state perpetual or date of dissolution below)

g) Establish authority to issue series (fee \$300, see NOTE)

h) Other (give information in space below)*

* Only managers and any member with the authority of manager are required to be reported.

Additional information:

The purpose of this company is to perform Surgical and Medical Procedures.


**New name of LLC (as changed): Premier Cardiac Surgery Center, PLLC

A professional LLC registered with the Illinois Department of Financial and Professional regulations must contain the term Professional Limited Liability Company, PLLC or P.L.L.C. in its name. The specific professional service must also be stated in its purpose.

(continued)

- 4. The amendment was approved in accordance with Section 5-25 of the Illinois Limited Liability Company Act.
- 5. I affirm, under penalties of perjury, having authority to sign hereto, that these Articles of Amendment are to the best of my knowledge and belief, true, correct and complete.

Dated: 11/2 2021
Month/Day Year


Signature

Bill Sheridan
Name and Title (type or print)

Premier Cardiac Surgery Center LLC
If applicant is signing for a company or other entity, state name of company or entity.

NOTE:

The following paragraph is adopted when Item 3g is checked:

The operating agreement provides for the establishment of one or more series. When the company has filed a Certificate of Designation for each series, which is to have limited liability pursuant to Section 37-40 of the Illinois Limited Liability Company Act, the debts, liabilities and obligations incurred, contracted for or otherwise existing with respect to a particular series shall be enforceable against the assets of such series only, and not against the assets of the Limited Liability Company generally or any other series thereof, and unless otherwise provided in the operating agreement, none of the debts, liabilities, obligations or expenses incurred, contracted for or otherwise existing with respect to this company generally or any other series thereof shall be enforceable against the assets of such series.



November 10, 2021

Illinois Department of Financial and Professional Regulation
320 West Washington Street, 3rd Floor
Springfield, Illinois 62786

Premier Cardiac Surgery Center, LLC is now correcting its name to Premier Cardiac Surgery Center, PLLC.

A handwritten signature in black ink, appearing to read "Bill Sheridan". The signature is stylized and includes a long horizontal line extending to the right.

Bill Sheridan
Finance Director

IMPORTANT NOTICE: Completion of this form is necessary for consideration for licensure under 225 ILCS 10/1 et. seq. or 225 ILCS 15/1 et. seq. (Illinois Compiled Statutes). Disclosure of this information is VOLUNTARY. However, failure to comply may result in this form not being processed.

STATE OF ILLINOIS
DEPARTMENT OF FINANCIAL AND PROFESSIONAL REGULATION
Professional Limited Liability Company
SUPPLEMENTAL RENEWAL APPLICATION

PLEASE TYPE OR PRINT LEGIBLY.

This form must be completed and sent with the renewal application for a professional limited liability company license.

If the professional limited liability company has additional location(s) a separate professional limited liability company license will be required for each address. Applications are available at www.idfpr.com under Division of Professional Regulation.

1. PRINT PROFESSIONAL LIMITED LIABILITY COMPANY NAME EXACTLY AS IT APPEARS ON THE LICENSE BEING RENEWED <i>Premier CARDIAC Surgery Center LLC</i>	2. LICENSE NUMBER <i>248 - 002565</i>
3. OFFICE ADDRESS (Include number, street, city, state and ZIP code) <i>11560 S. Kedzie Ave. Merrionette Park IL 60803</i>	4. FEIN NUMBER <i>8121418191614171</i>

5. List all members, managers and organizers of the above-named professional limited liability company as of December 31 of the current calendar year. If any name or address is different from the original application filed, please check the appropriate box along the left-hand column. All members, managers and organizers must be actively licensed in Illinois. (If additional space is needed, use the reverse side of this form.)

✓	NAME	RESIDENCE ADDRESS	PROFESSIONAL LICENSE NUMBER
✓	<i>Ronald Stella</i>	<i>15W. 536 63rd St Burr Ridge IL 60527</i>	<i>036-082783</i>

I hereby certify under penalty of perjury all members, managers and organizers are duly licensed to render the same professional services as those for which the professional limited liability company was organized, and I further certify that the above information is true and correct to the best of my knowledge and belief. I also attest that the professional limited liability company listed above in box 1 with license number in box 2 is in good standing with the Illinois Secretary of State.

Ronald Stella

Signature of President or other Officer

RONALD Stella

Print Name of President or other Officer

12/7/21

Date

BShepherdan@heartcc.com

Required Office Email Address

Payment Receipt



Illinois Department of Financial and Professional Regulation

Transaction Details

Transaction Date: 12/7/2021

Invoice # 924206

Confirmation #:

Premier Cardiac Surgery Center, LLC

PAYMENT APPROVED!!!

You have been charged **\$40.00**. Please print a copy for your records from the button above.

Please Note:

This receipt is not a license or an authorization to do business.

Description

109

Amount

Description

Description	Amount
Renewal - 248.002565	
Renewal Fee	\$40.00
Subtotal:	\$40.00
Total:	\$40.00
Amount Paid:	(\$40.00)
Amount Due:	\$0.00

More Online Services

License Application

[Create/Continue Application \(/Activities/Listing.aspx?ID=10\)](/Activities/Listing.aspx?ID=10)

[License Application Status \(/Activities/LicenseStatus.aspx\)](/Activities/LicenseStatus.aspx)

[Certification of Licensure \(/Activities/Listing.aspx?ID=300\)](/Activities/Listing.aspx?ID=300)

Renewal/Reinstatement

[Create/Continue a Renewal \(/Activities/RenewLicense.aspx\)](/Activities/RenewLicense.aspx)

License Application Status

[License Application Status \(/Activities/LicenseStatus.aspx\)](/Activities/LicenseStatus.aspx)

[Upload Document\(s\) \(/Activities/Listing.aspx?ID=310\)](/Activities/Listing.aspx?ID=310)

Account Information

[Address Change \(/Activities/Listing.aspx?ID=40\)](/Activities/Listing.aspx?ID=40)

[Update My Contact Info \(/Account/UserAccount.aspx\)](/Account/UserAccount.aspx)

License Lookup

[Lookup a License \(/Lookup/LicenseLookup.aspx\)](/Lookup/LicenseLookup.aspx)

About Us

The Illinois Department of Financial and Professional Regulation's mission is:

- To protect the residents of Illinois,

110

ATTACHMENT 5

Flood Plain Requirements

The address of the Project Site is 11560 South Kedzie Avenue, Suite 110, Merrionette Park, Illinois 60803. While a Zone A flood plain is nearby, the Project Site itself is not located within a flood plain, as evidenced by the attached flood plain map obtained from the Federal Emergency Management Agency (“FEMA”). Accordingly, the Project is in compliance with the requirements of Illinois Executive Order #2006-5.

A series of FEMA-generated maps follow this page, which identify the Project Site and show that it is not located within a flood plain. A copy of Executive Order #2006-5 is provided after the FEMA maps.

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

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:

Premier Cardiac Surgery Center, LLC d/b/a Premier Cardiac Catheterization Center
(Name)

11560 South Kedzie Avenue, Suite 102
(Address)

Merrionette Park Illinois 60803 (708) 478-3600
(City) (State) (ZIP Code) (Telephone Number)

2. Project Location: 11560 South Kedzie Avenue, Suite 102 Merrionette Park, Illinois 60803
(Address) (City) (State)
Cook Worth Township, Section xxx
(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 X ?

IS THE PROJECT SITE LOCATED IN THE 500-YEAR FLOOD PLAIN? No

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: _____

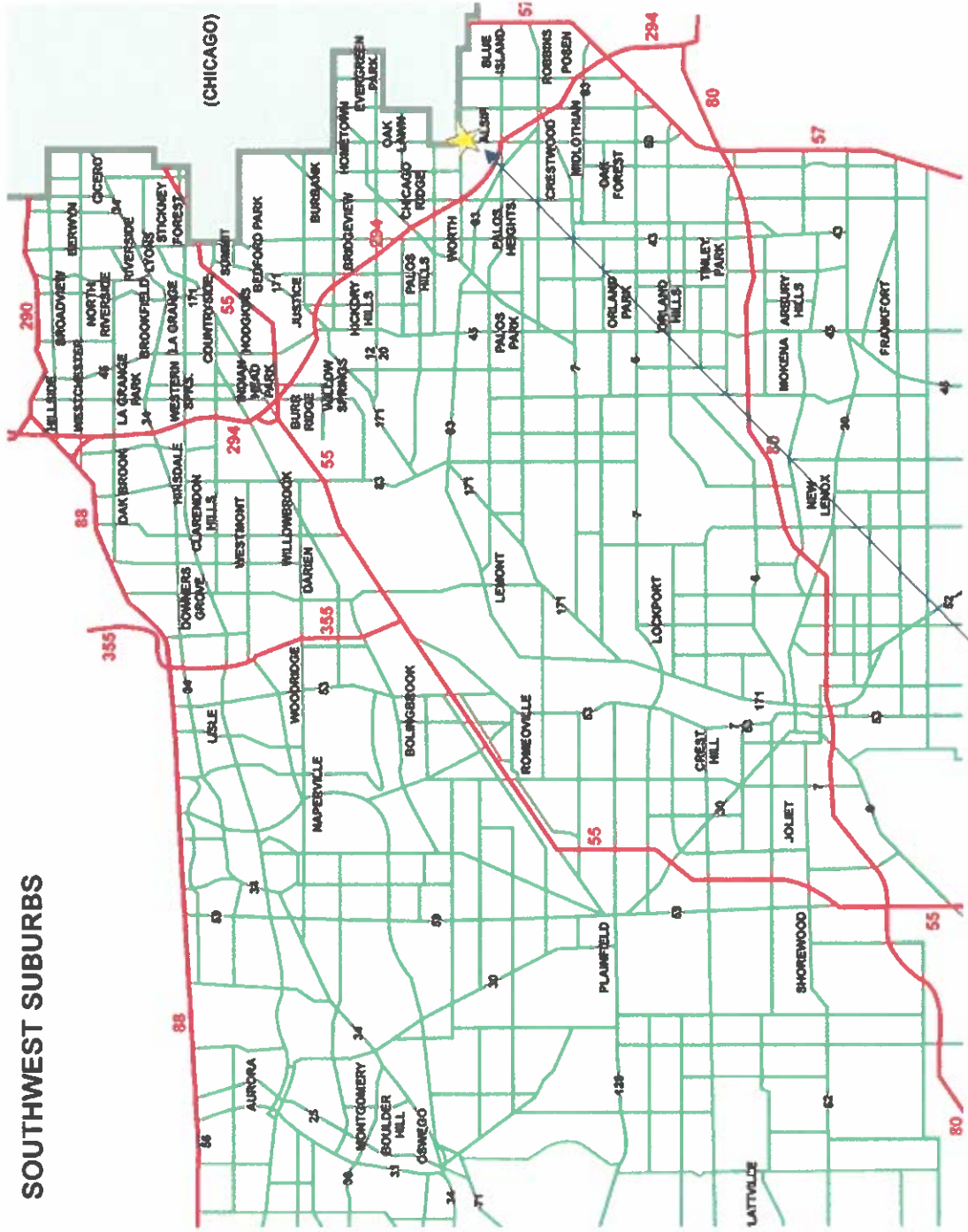
(City) (State) (ZIP Code) (Telephone Number)

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

FEMA/Flood Plain - General Location of the Project



SOUTHWEST SUBURBS

Project Site: 11560 South Kedzie Avenue, Merrionette Park, Illinois

NATIONAL FLOOD INSURANCE PROGRAM

FIRM FLOOD INSURANCE RATE MAP
COOK COUNTY, ILLINOIS
AND INCORPORATED AREAS

PANEL 037 OF 032
 (SEE MAP FOR PANEL LAYOUT)

MAP NUMBER: 17031CR037J
 MAP REVISED: AUGUST 18, 2008

Federal Emergency Management Agency

Scale: 1" = 1000'

Legend: 1" = 1000'

Legend: 1" = 1000'

LEGEND

GENERAL FLOOD HAZARD ZONING (GFHZ) SUBJECT TO PRESCRIPTION
 The 1% Annual Exceedance Flood (AEF) depth, which is the depth of the flood that is expected to be exceeded on average once every 100 years, is used to determine the GFHZ. The 1% AEF depth is used to determine the GFHZ. The 1% AEF depth is used to determine the GFHZ.

1% AEF Flood Hazard Zone (AEF)
 The 1% AEF Flood Hazard Zone (AEF) is the area that is expected to be flooded on average once every 100 years. The 1% AEF Flood Hazard Zone (AEF) is the area that is expected to be flooded on average once every 100 years.

1% AEF Flood Hazard Zone (AEF) - Special Flood Hazard Area (SFHA)
 The 1% AEF Flood Hazard Zone (AEF) - Special Flood Hazard Area (SFHA) is the area that is expected to be flooded on average once every 100 years. The 1% AEF Flood Hazard Zone (AEF) - Special Flood Hazard Area (SFHA) is the area that is expected to be flooded on average once every 100 years.

1% AEF Flood Hazard Zone (AEF) - Special Flood Hazard Area (SFHA) - Flood Insurance Rate Map (FIRM)
 The 1% AEF Flood Hazard Zone (AEF) - Special Flood Hazard Area (SFHA) - Flood Insurance Rate Map (FIRM) is the area that is expected to be flooded on average once every 100 years. The 1% AEF Flood Hazard Zone (AEF) - Special Flood Hazard Area (SFHA) - Flood Insurance Rate Map (FIRM) is the area that is expected to be flooded on average once every 100 years.

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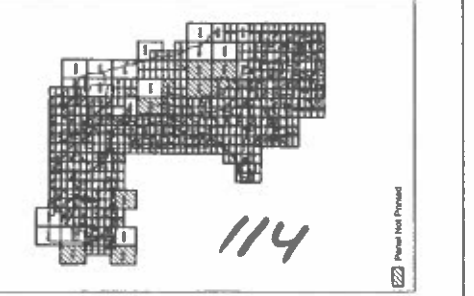
NOTES TO USERS

This map is for informational purposes only. It is not intended to be used as a basis for any legal action. The map is for informational purposes only. It is not intended to be used as a basis for any legal action.

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Flood Plain Nearby the Project Site



Note: Zone A indicates a flood plain which is a man-made retention pond intended to catch flood waters. A culvert goes under the parking lot just to the north of the Project Site. The culvert does not pose a flood risk to the property.





USGS The National Map: Orthorectified Data refreshed December, 2021.

PIN

- Approximate location based on user input and does not represent an authoritative property location

MAP PANELS

- Selected Footstep Boundary
- Digital Data Available
- No Digital Data Available
- Unmapped
- Area of Intentional Flood Hazard Zone X
- Effective LOBRS
- Area of Undetermined Flood Hazard Zone 0
- Otherwise Protected Area
- coastal Barrier Reserve System Area

OTHER AREAS

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, V, X, Y
- With BFE or Depth
- Regulatory Floodway Zone AL, AO, AH, VE, AF
- 0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Continuous 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levees, See Notes, Zone X
- Area with Flood Risk due to Levees Zone D

OTHER AREAS OF FLOOD HAZARD

OTHER FEATURES

- Cross Sections with 1% Annual Chance
- Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Easement
- Profile Baseline
- Hydrographic Feature
- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

GENERAL STRUCTURES



City of Chicago 170074 Mount Olivet Cemetery
 Cook County Unincorporated Areas 170054
 Esri, NASA, NGA, USGS, FEMA | Esri Community Maps Contributors, City of Chicago, County of Will, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, Sa... Powered by Esri

MAP PANELS

- PIN: Approximate location based on user input and does not represent an authoritative property location
- Selected Floodmap Boundary
- Digital Data Available
- No Digital Data Available
- Unmapped
- Area of Minimal Flood Hazard Zone X Effective 1/1/2018
- Area of Undetermined Flood Hazard Zone X
- Otherwise Protected Area
- Coastal Barrier Resource System Area

SPECIAL FLOOD HAZARD AREAS

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

OTHER AREAS OF FLOOD HAZARD

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

OTHER FEATURES

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

GENERAL STRUCTURES

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



2006-05

**CONSTRUCTION ACTIVITIES
IN SPECIAL FLOOD HAZARD AREAS**

WHEREAS, the State of Illinois has programs for the construction of buildings, facilities, roads, and other development projects and annually acquires and disposes of lands in floodplains; and

WHEREAS, federal financial assistance for the acquisition or construction of insurable structures in all Special Flood Hazard Areas requires State participation in the National Flood Insurance Program; and

WHEREAS, the Federal Emergency Management Agency has promulgated and adopted regulations governing eligibility of State governments to participate in the National Flood Insurance Program (44 C.F.R. 59-79), as presently enacted or hereafter amended, which requires that State development activities comply with specified minimum floodplain regulation criteria; and

WHEREAS, the Presidential Interagency Floodplain Management Review Committee has published recommendations to strengthen Executive Orders and State floodplain management activities;

NOW THEREFORE, by virtue of the authority vested in me as Governor of the State of Illinois, it is hereby ordered as follows:

1. For purpose of this Order:

- A. "Critical Facility" means any facility which is critical to the health and welfare of the population and, if flooded, would create an added dimension to the disaster. Damage to these critical facilities can impact the delivery of vital services, can cause greater damage to other sectors of the community, or can put special populations at risk. The determination of Critical Facility will be made by each agency.

Examples of critical facilities where flood protection should be required include:

Emergency Services Facilities (such as fire and police stations)

Schools

Hospitals

Retirement homes and senior care facilities

Major roads and bridges

Critical utility sites (telephone switching stations or electrical transformers)

Hazardous material storage facilities (chemicals, petrochemicals, hazardous or toxic substances)

Examples of critical facilities where flood protection is recommended include:

Sewage treatment plants

Water treatment plants

Pumping stations

- B. "Development" or "Developed" means the placement or erection of structures (including manufactured homes) or earthworks; land filling, excavation or other alteration of the ground surface; installation of public utilities; channel modification; storage of materials or any other activity undertaken to modify the existing physical features of a floodplain.
- C. "Flood Protection Elevation" means one foot above the applicable base flood or 100-year frequency flood elevation.
- D. "Office of Water Resources" means the Illinois Department of Natural Resources, Office of Water Resources.
- E. "Special Flood Hazard Area" or "Floodplain" means an area subject to inundation by the base or 100-year frequency flood and shown as such on the most current Flood Insurance Rate Map published by the Federal Emergency Management Agency.
- F. "State Agencies" means any department, commission, board or agency under the jurisdiction of the Governor; any board, commission, agency or authority which has a majority of its members appointed by the Governor; and the Governor's Office.

2. All State Agencies engaged in any development within a Special Flood Hazard Area shall undertake such development in accordance with the following:
 - A. All development shall comply with all requirements of the National Flood Insurance Program (44 C.F.R. 59-79) and with all requirements of 92 Illinois Administrative Code Part 700 or 92 Illinois Administrative Code Part 708, whichever is applicable.
 - B. In addition to the requirements set forth in preceding Section A, the following additional requirements shall apply where applicable:
 1. All new Critical Facilities shall be located outside of the floodplain. Where this is not practicable, Critical Facilities shall be developed with the lowest floor elevation equal to or greater than the 500-year frequency flood elevation or structurally dry floodproofed to at least the 500-year frequency flood elevation.
 2. All new buildings shall be developed with the lowest floor elevation equal to or greater than the Flood Protection Elevation or structurally dry floodproofed to at least the Flood Protection Elevation.
 3. Modifications, additions, repairs or replacement of existing structures may be allowed so long as the new development does not increase the floor area of the existing structure by more than twenty (20) percent or increase the market value of the structure by fifty (50) percent, and does not obstruct flood flows. Floodproofing activities are permitted and encouraged, but must comply with the requirements noted above.
3. State Agencies which administer grants or loans for financing development within Special Flood Hazard Areas shall take all steps within their authority to ensure that such development meets the requirements of this Order.
4. State Agencies responsible for regulating or permitting development within Special Flood Hazard Areas shall take all steps within their authority to ensure that such development meets the requirements of this Order.
5. State Agencies engaged in planning programs or programs for the promotion of development shall inform participants in their programs of the existence and location of Special Flood Hazard Areas and of any State or local floodplain requirements in effect in such areas. Such State Agencies shall ensure that proposed development within Special Flood Hazard Areas would meet the requirements of this Order.
6. The Office of Water Resources shall provide available flood hazard information to assist State Agencies in carrying out the responsibilities established by this Order. State Agencies which obtain new flood elevation, floodway, or encroachment data developed in conjunction with development or other activities covered by this Order shall submit such data to the Office of Water Resources for their review. If such flood hazard information is used in determining design features or location of any State development, it must first be approved by the Office of Water Resources.

7. State Agencies shall work with the Office of Water Resources to establish procedures of such Agencies for effectively carrying out this Order.
8. **Effective Date.** This Order supersedes and replaces Executive Order Number 4 (1979) and shall take effect on the first day of.

Rod R. Blagojevich, Governor

Issued by Governor: March 7, 2006
Filed with Secretary of State: March 7, 2006

ATTACHMENT 6

Illinois Historical Preservation Act Requirements: Clearance Letter Request

Please find attached immediately after this page a letter submitted to the Illinois Department of Natural Resources, Historic Preservation Division (“DNR-HPD”) on behalf of the Applicant. The letter explains why the proposed Cath Lab, which will be constructed within an existing medical office building previously reviewed by DNR-HPD in a CON permit application reviewed in late 2017, does not adversely affect Illinois’ historic resources. The Applicant asked the DNR-HPD to provide a “clearance letter” concluding the same. Along with the copy of the letter submitted to the DNR-HPD, an e-mail from the agency is attached, which confirms receipt of the submittal.

The Applicant will submit the clearance letter to the Illinois Health Facilities and Services Review Board once it is obtained from the DNR-HPD.

From: DNR.SHPO.Review <SHPO.Review@Illinois.gov>
Sent: Sunday, June 23, 2024 12:32 PM
To: Joseph Hylak-Reinholtz
Subject: Automatic reply: [External] Submission for Project Review (Cultural Resource Protection) re CON Permit Application

Thank you for your submittal to the Illinois State Historic Preservation Office (SHPO).

We are no longer requiring or receiving paper reviews or surveys. All projects must be submitted digitally.

The SHPO response for your project will be found at the SHPO Correspondence Tracking System (CTS) at <https://dnr2.illinois.gov/cts/> to read, download, and/or print our comments (allow 30 days for a SHPO response). SHPO comments for all items linked to your password from 2018 to present are located here.

If you do not already have a password to access comments at the link (or if you have forgotten), email SHPO.Review@Illinois.gov and type "PASSWORD REQUEST" in the subject line.

To access comments prior to 2018, please email SHPO.Review@Illinois.gov.

State of Illinois - CONFIDENTIALITY NOTICE: The information contained in this communication is confidential, may be attorney-client privileged or attorney work product, may constitute inside information or internal deliberative staff communication, and is intended only for the use of the addressee. Unauthorized use, disclosure or copying of this communication or any part thereof is strictly prohibited and may be unlawful. If you have received this communication in error, please notify the sender immediately by return e-mail and destroy this communication and all copies thereof, including all attachments. Receipt by an unintended recipient does not waive attorney-client privilege, attorney work product privilege, or any other exemption from disclosure.



303 East Wacker Drive, Suite 2110, Chicago, IL 60601

JOSEPH HYLAK-REINHOLTZ
ATTORNEY AT LAW
(630) 464-4514 MOBILE
JHRLaw2017@gmail.com

June 23, 2024

VIA ELECTRONIC PORTAL SUBMISSION

Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources
One Natural Resources Way
Springfield, Illinois 62701-1271

RE: Historic Preservation Clearance Review
11560 South Kedzie Avenue, Suite 110, Merrionette Park, Illinois 60803
Certificate of Need ("CON") Permit Application

Dear Ms. Mayer:

The Illinois State Agency Historic Resources Preservation Act, 20 ILCS 3420/1 et seq. ("Act"), provides that written notice of a proposed undertaking shall be given to the Director of the Illinois department of Natural Resources ("DNR") when a proposed undertaking might affect historic, architectural or archaeological resources. This letter hereby provides notice of an undertaking proposed by Premier Cardiac Surgery Center, LLC ("Applicant"), an entity seeking a certificate of need ("CON") permit from the Illinois Health Facilities and Services Review Board ("State Board") to establish a cardiac catheterization laboratory ("Cath Lab") in leased space. Specifically, the Applicant is planning to modernize existing/unused space within an existing medical office building located at 11560 South Kedzie Avenue, Suite 110, Merrionette Park, Illinois 60803 ("Project Site").

The Applicant has attached to this letter all information necessary for the DNR to conduct a review of the Project, to determine whether any historic, architectural, or archaeological sites exist within the project area and if the proposed undertaking will adversely affect such sites. Upon conclusion of the review by the DNR, the Applicant asks the state agency to issue a written summary of its findings. As you are likely aware, the Applicant must provide this letter to the State Board before a CON permit can be granted.

Project Summary

In accordance with the requirements of the State Board, a CON permit applicant must submit the following information to the DNR: (1) a general project description and address; (2) a topographic or metropolitan map showing the general location of the project; (3) photographs of any standing buildings/structure within the project area; and (4) addresses for buildings/structures, if present.

The Applicant is proposing the establishment of cardiac catheterization laboratory, which will be located in leased space within a 2-story medical office building constructed in 2005. The medical office building has a total of 41,900 square feet, of which 2,380 square feet will be used by the Cath Lab. Suite 110 is located on the first floor of the medical office building. It is the Applicant's understanding that the existing building

does not have any architectural significance. In addition, there are no designated historical sites in the vicinity of the Project Site.

The Project will only involve interior construction. There will be no changes to the exterior of the existing building.

General Location of the Project

As noted above, the Project Site is in Merrionette Park, Illinois, a suburb southwest of the City of Chicago, which is within Cook County. A map showing the general location of the Project, and photographs of the Project Site, is attached hereto as Exhibit A.

Buildings/Structures Within the Project Area

As noted above, there are no buildings/structures in the area of the Project that have historical or architectural significance. A grocery store is just north of the Project Site. The east side of South Kedzie is single family homes of no historical significance. To the immediate west and just south of the Project Site are modern office buildings with health care businesses as tenants. Photographs of the affected adjacent are attached hereto as Exhibit B.

Addresses for Buildings/Structures

The addresses for buildings/structures surrounding the Project Site are not provided because the Project only requires interior construction. Thus, the Project will only have an impact upon the existing medical office building where the surgery center will be located.

Conclusion

The Applicant must obtain a CON permit from the State Board for the proposed Project. The State Board's rules require a CON permit applicant to obtain a clearance letter from the DNR, which must conclude that the proposed undertaking is not a project, activity, or program that will have an adverse impact on the character or use of designated historic properties and sites. In the present case, there are no historic properties or sites near the site of the Project. Furthermore, the existing medical office building that will include the proposed surgery center has no historical significance. Therefore, the Applicant requests that the DNR determine that the Project has no potential to harm any of our State's historic properties or sites.

Please let me know if you have questions. Thank you for your attention to this matter.

Respectfully,

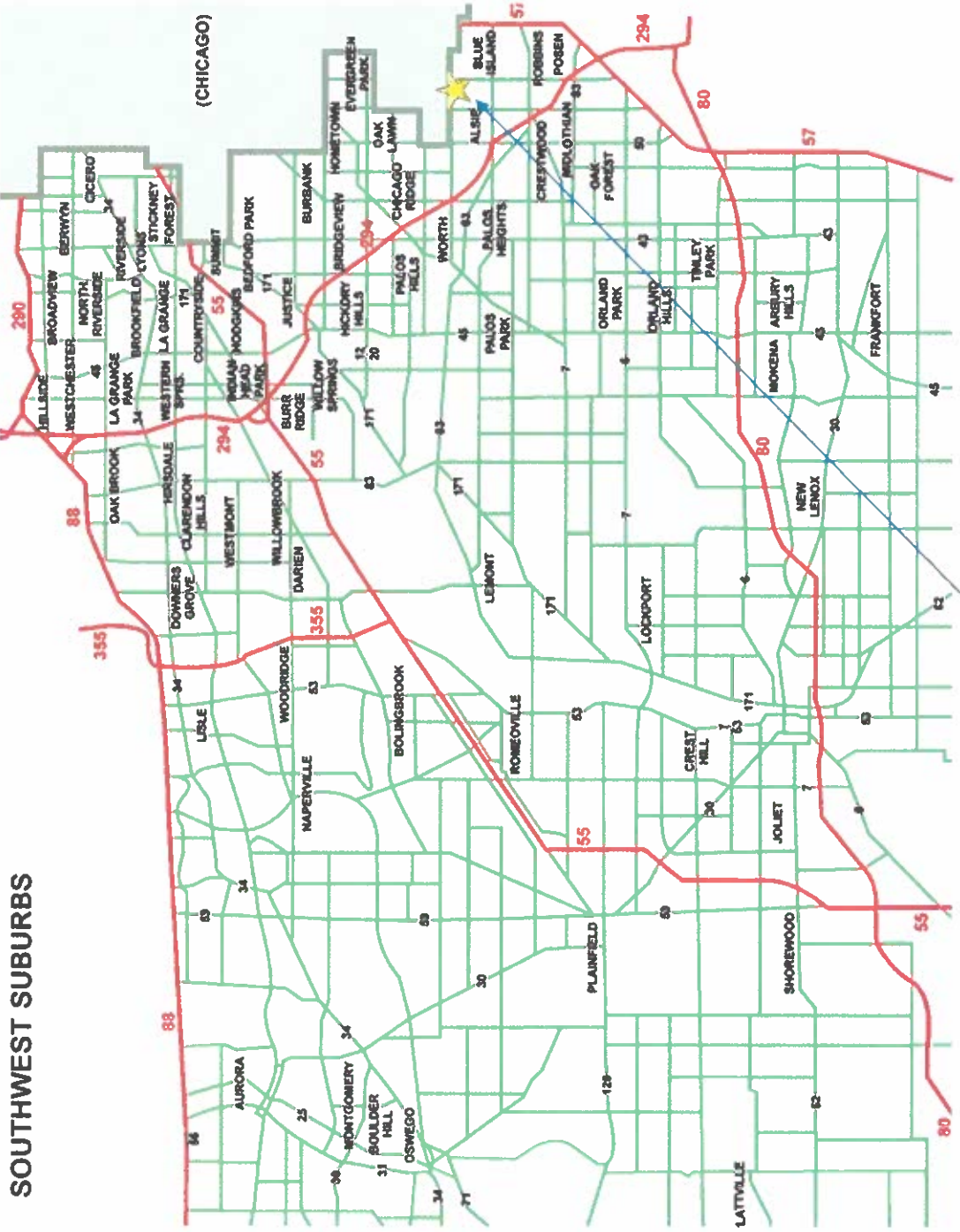


Joseph Hylak-Reinholtz
Attorney for Applicant

Enclosures

EXHIBIT A

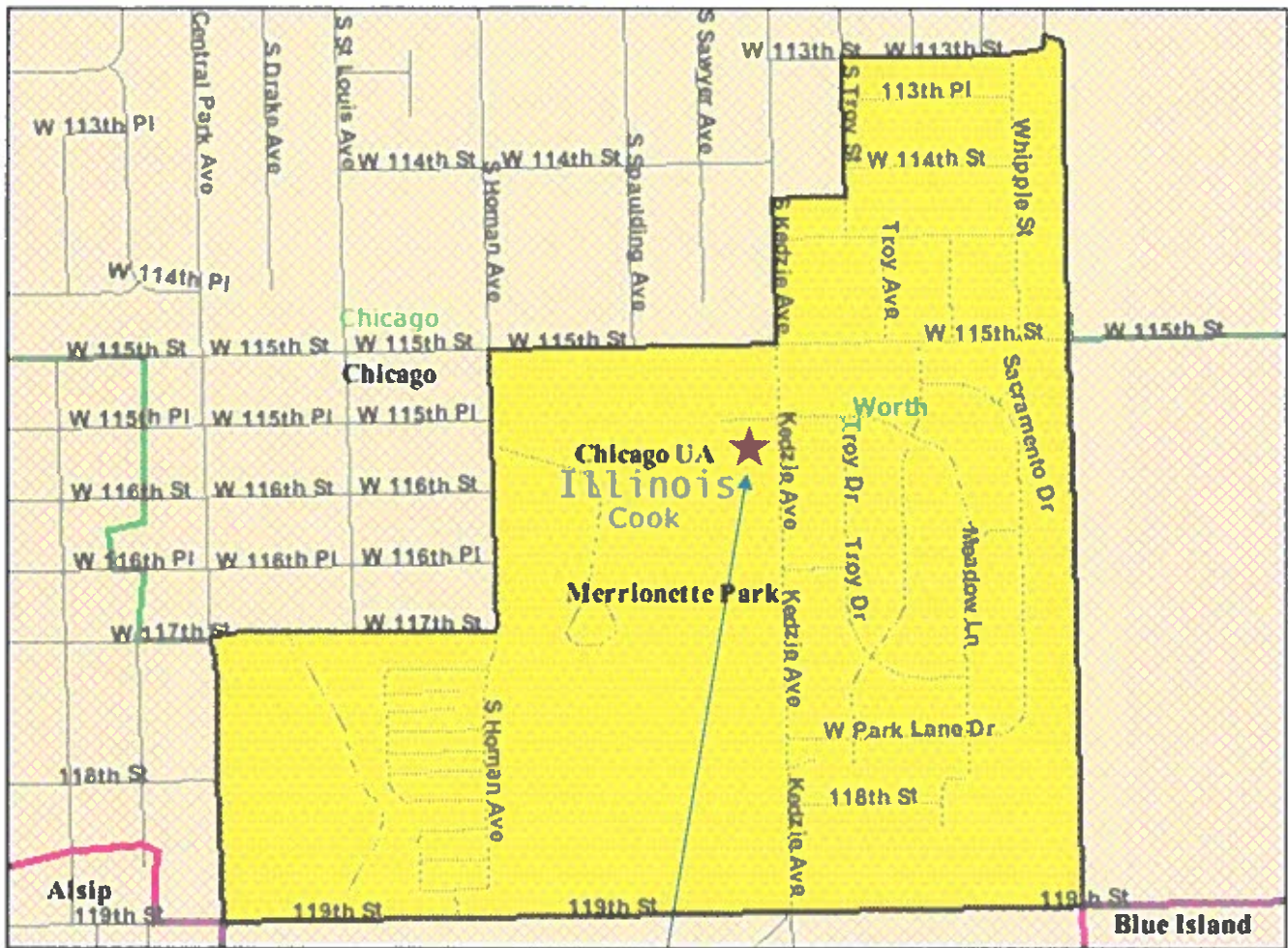
Part 1 - General Location of the Project



Project Site: 11560 South Kedzie Avenue, Merrionette Park, Illinois

EXHIBIT A

Part 1 - General Location of the Project



11560 South Kedzie Avenue, Merrionette Park, Illinois

EXHIBIT A

Part 2 – General Description of Project

The Applicant will be constructing its Cath Lab in an existing medical office building. Photographs of the exterior and interior of the Project Site follow.

Exterior: Main Entrance (South Elevation)



Note: No changes are being made to this part of the exterior.

Exterior: Main Entrance (South Elevation)



Note: No changes are being made to this part of the exterior.

Exterior: Rear of Building (North Elevation)



Note: No changes are being made to this part of the exterior.

Exterior: Rear of Building (North Elevation)



Note: No changes are being made to this part of the exterior.

Exterior: East Elevation



Note: No changes are being made to this part of the exterior.

Exterior: West Elevation



Note: No changes are being made to this part of the exterior.

Interior: Existing Non-Clinical Space Being Converted Into Cath Lab – Hallway to Suite 110

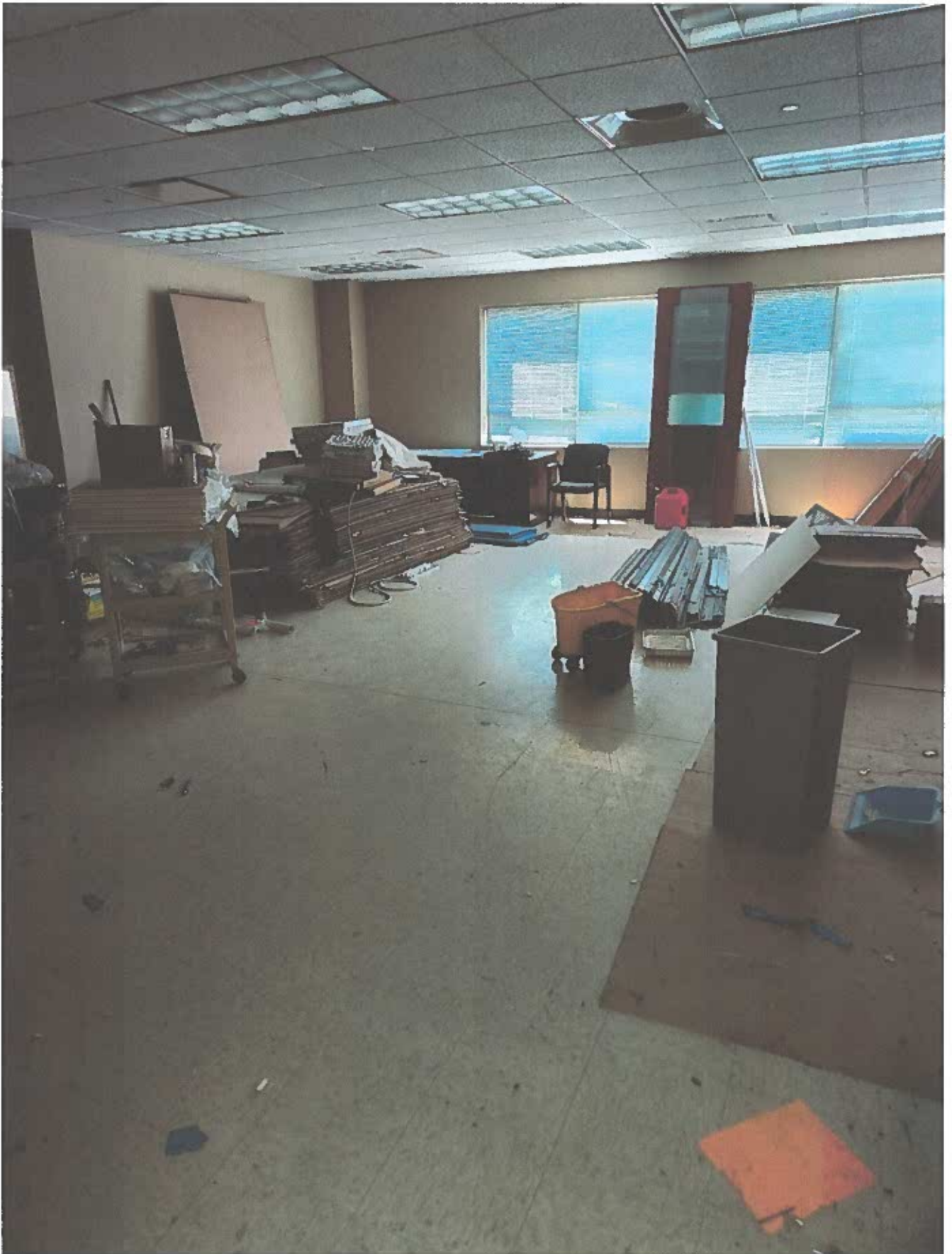


Interior: Existing Non-Clinical Space Being Converted Into Cath Lab – Suite 110



135

Interior: Existing Non-Clinical Space Being Converted Into Cath Lab – Suite 110



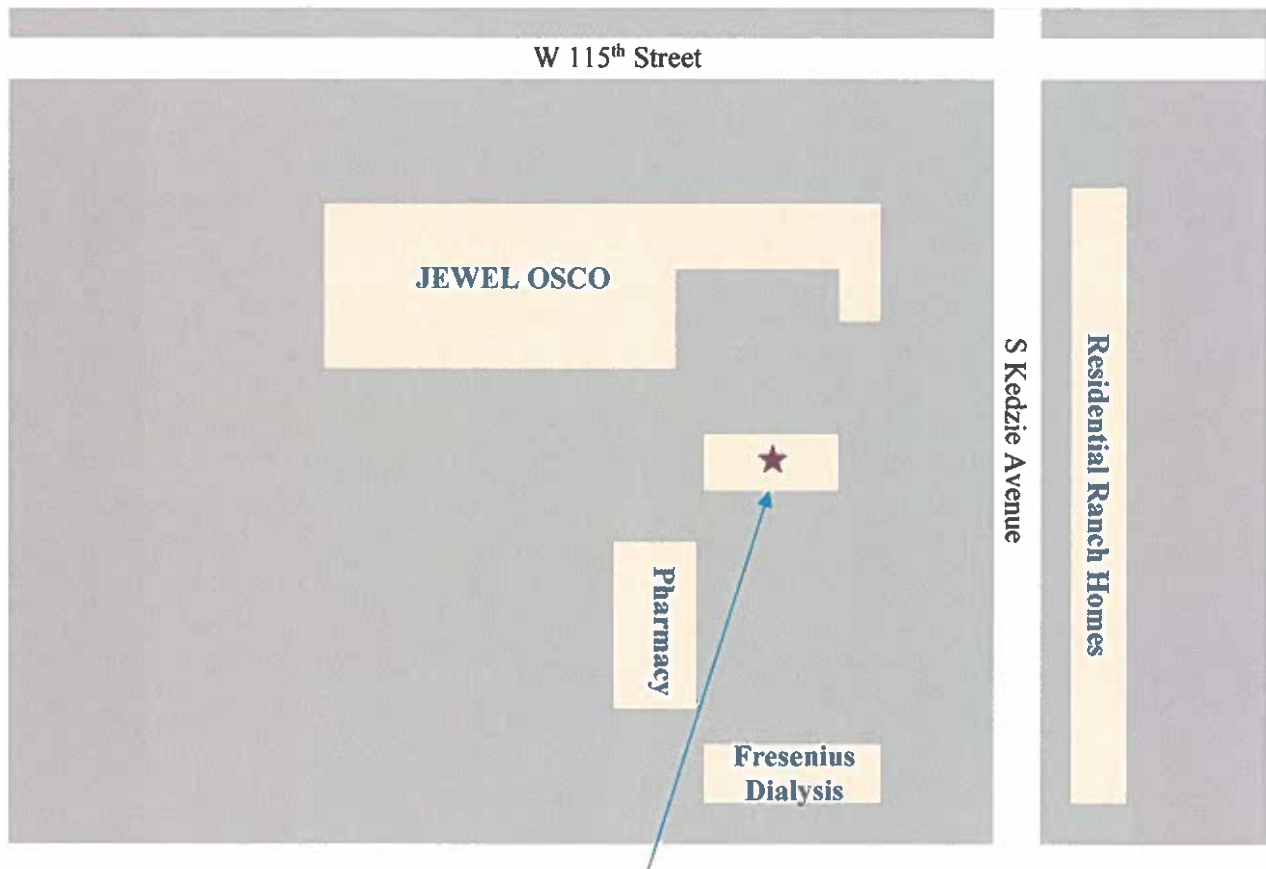
137

EXHIBIT B

Photographs of Structures Near Project Site

The buildings immediately adjacent to the Project Site have little to no historic or architectural significance. Immediately to the North is a shopping center with a Jewel Food Store as the anchor tenant. To the South and West are health care related businesses, including a pharmacy and a dialysis center. To the East are mid-20th Century ranch homes. None of these residential homes appear to have any historic significance.

PROJECT SITE – AERIAL VIEW



11560 South Kedzie Avenue, Merrionette Park, Illinois

Note: Photographs of the adjacent structures follow

North of the Project Site
Stonebrook Plaza Shopping Center (Jewel Osco Grocery Store)
West 115th Street & South Kedzie Avenue



Below: Medical Office Building's North exit faces the rear of Jewel-Osco store and strip mall.



South of the Project Site
Fresenius Dialysis
11630 South Kedzie Avenue



East of the Project Site
Single-Family Ranch Homes
11555 to 11655 South Kedzie Avenue



**West of the Project Site
Parking Lot and Storage Center**



Southwest of the Project Site
Medical Office Building/Pharmacy
11600 South Kedzie Avenue



ATTACHMENT 7

Project Costs and Sources of Funds

PROJECT COSTS AND SOURCES OF FUNDS			
USE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Preplanning Costs	\$0	\$0	\$0
Site Survey and Soil Investigation	\$0	\$0	\$0
Site Preparation	\$0	\$0	\$0
Off Site Work	\$0	\$0	\$0
New Construction Contracts	\$0	\$0	\$0
Modernization Contracts	\$2,175,600.00	\$0	\$2,175,600.00
Contingencies	\$217,650.00	\$0	\$217,650.00
Architectural/Engineering Fees	\$134,400.00	\$0	\$134,400.00
Consulting and Other Fees	\$60,000.00	\$0	\$60,000.00
Movable or Other Equipment (not in construction contracts)	\$346,734.00	\$0	\$346,734.00
Bond Issuance Expense (project related)	\$0	\$0	\$0
Net Interest Expense During Construction (project related)	\$0	\$0	\$0
Fair Market Value of Leased Space	\$630,838.44	\$0	\$630,838.44
Fair Market Value of Leased Equipment	\$1,220,578.08	\$0	\$1,220,578.08
Other Costs To Be Capitalized	\$0	\$0	\$0
Acquisition of Building or Other Property (excluding land)	\$0	\$0	\$0
TOTAL USES OF FUNDS	\$4,785,800.52	\$0	\$4,785,800.52
SOURCE OF FUNDS	CLINICAL	NONCLINICAL	TOTAL
Cash and Securities	\$2,000,000.00	\$0	\$2,000,000.00
Pledges	\$0	\$0	\$0
Debt	\$0	\$0	\$0
Gifts and Bequests	\$0	\$0	\$0
Bond Issues (project related)	\$0	\$0	\$0
Mortgages	\$0	\$0	\$0
Leases (fair market value) Space & Equipment	\$1,851,416.52	\$0	\$1,851,416.52
Governmental Appropriations	\$0	\$0	\$0
Grants	\$0	\$0	\$0
Other Funds and Sources (Line of Credit)	\$1,155,317.48	\$0	\$1,155,317.48
TOTAL SOURCES OF FUNDS	\$4,785,800.52	\$0	\$4,785,800.52

ITEMIZED EQUIPMENT LIST

The Applicant will purchase the following equipment in addition to the equipment identified on the following pages. The following equipment which will be purchased by Applicant following permit issuance:

Item Description	Costs
i-Stat	\$ 26,000.00
I-stat recharger	\$ 2,882.00
Storage cabinets	\$ 24,000.00
Stretchers	\$ 5,000.00
Overbed tables	\$ 1,000.00
Curtains	\$ 1,000.00
Iv Poles	\$ 500.00
Supply Linen Cart	\$ 5,000.00
Patient Monitors	\$ 8,000.00
Radial Arm Board	\$ 1,000.00
OR Supply Cabinet	\$ 10,000.00
Mobile Radiation Shield	\$ 10,000.00
Infusion Pumps	\$ 6,000.00
Back Table	\$ 1,000.00
Hallotron Fire Extinguisher	\$ 750.00
Crash Cart/Defibrillator	\$ 25,000.00
Accessories Crash Cart	\$ 1,656.00
Blanket warmer	\$ 8,200.00
Patient Refrigerator	\$ 1,500.00
Locked medication cabinet	\$ 500.00
Patient chairs	\$ 2,500.00
Portable Suction	\$ 896.00
Mayo Stand	\$ 1,200.00
Computer and Monitors	\$ 4,000.00
Lead Aprons	\$ 5,000.00
Doppler	\$ 3,600.00
Signage	\$ 20,000.00
Cardio/Angio Injection Sytem	\$ 66,000.00
OR Ligth	\$ 35,000.00
Handheld Doppler	\$ 2,800.00
Dual Chamber External Pacemaker	\$ 14,000.00
Comfort Halo - Patient Positioning	\$ 2,000.00
Patient Transfer Board	\$ 500.00
Step Stool with Handrail	\$ 250.00
Sub-Total	\$ 296,734.00

Low voltage cabling	\$ 25,000.00
phones	\$ 5,000.00
computers	\$ 10,000.00
Sub-Total	\$ 40,000.00

TOTAL \$346,734.00

The equipment listed on following pages will be leased by the Applicant pursuant to a lease to own agreement, which will be executed upon permit issuance.



Philips Medical Capital
Sander "Sandy" Caravello
Business Development-Strategic Markets

June 21, 2024

HeartCare Center of Illinois

Philips Medical Capital (PMC) is pleased to submit the **budgetary proposal** below. This **budgetary proposal** is for multiple terms and payment flows referenced below.

Equipment			Cost
Philips Azurion 5, Laser and Hemo			\$1,220,578.08
Financing term	Number of Payments	Capital Lease - \$1.00 Buyout Payment	Service
60 months	12	\$24,895.00	\$0.00
	48	\$24,895.00	\$8,318.37

Additional comments:

- **Budgetary proposal only.**
- **Contract term lengths: 2 – 10 years subject to credit approval.**
- **Commercial contract with non-appropriation clause.**
- **Does not include sales tax.**
- **Payments are indexed off the like term SOFR rate index as of June 22, 2024.**
- **Subject to accepted and executed final proposal, formal credit approval and documentation.**

PMC offers the following advantages to our customers, including:

- **No progress payment required when financing Philips Healthcare equipment through PMC. This could amount to be a savings of 50 bps.**
- **Service can be billed as a pass-through when the service contract term with warranty matches up to the financing term.**

At Philips we understand that acquiring leading technology solutions requires intelligent financial planning. Our solutions are designed to help you afford the technology that makes you a successful healthcare provider.

We appreciate the opportunity to submit this solution. If you have any questions, or require additional information, please don't hesitate to contact me at **847-650-9539** and email:

Sandy.Caravello.pmc@philips.com

ATTACHMENT 8

Project Status and Completion Schedules

- Preliminary architectural drawings are provided immediately following this page.
- The anticipated project completion date is July 31, 2026, which assumes CON approval at the October 29, 2024 State Board meeting. If the State Board does not grant a CON permit at this initial hearing, a later project completion date will be necessary.
- The Applicant has requested an expedited review of this permit request.
- Financial commitment will occur after permit issuance.
- The Project's budget has four general areas, as follows:
 - (1) cash;
 - (2) line of credit;
 - (3) the fair market value of real property lease; and
 - (4) cost of purchasing and leasing major medical equipment. *

* The total project cost includes the fair market value of rent to be paid over the entire term of the Lease plus the initial term of equipment leases.

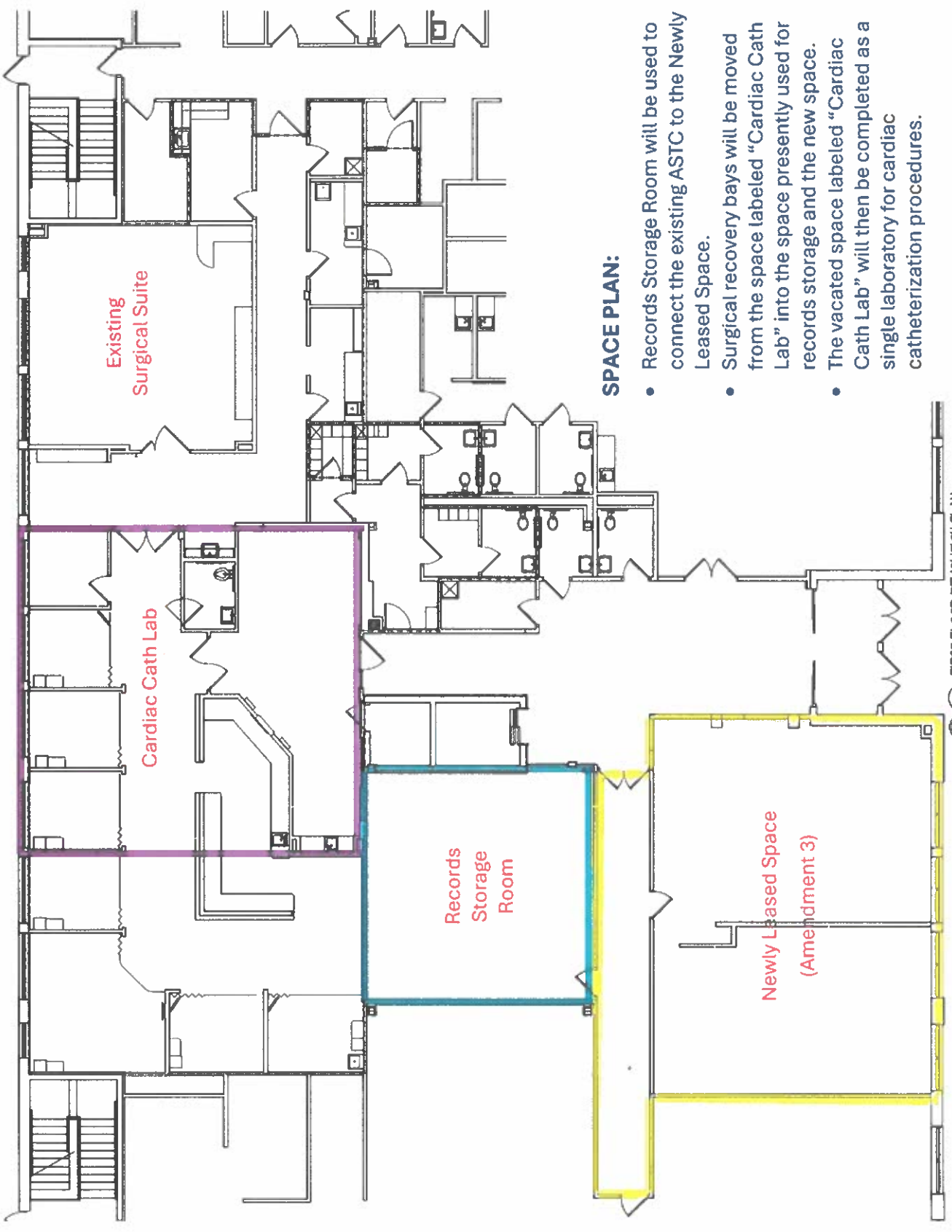
SPACE PLAN for PROPOSED CARDIAC CATH LAB

RKG
 DESIGN GROUP, LLC
 1100 N. GROSS AVE. SUITE 100
 WASHINGTON, DC 20002

**PREMIER
 CARDIAC
 SURGERY CTR.**
 ASTC ADDITION
 1100 N. GROSS AVENUE
 WASHINGTON, DC 20002

FIRST FLOOR
 DEMOLITION PLAN

D1.0



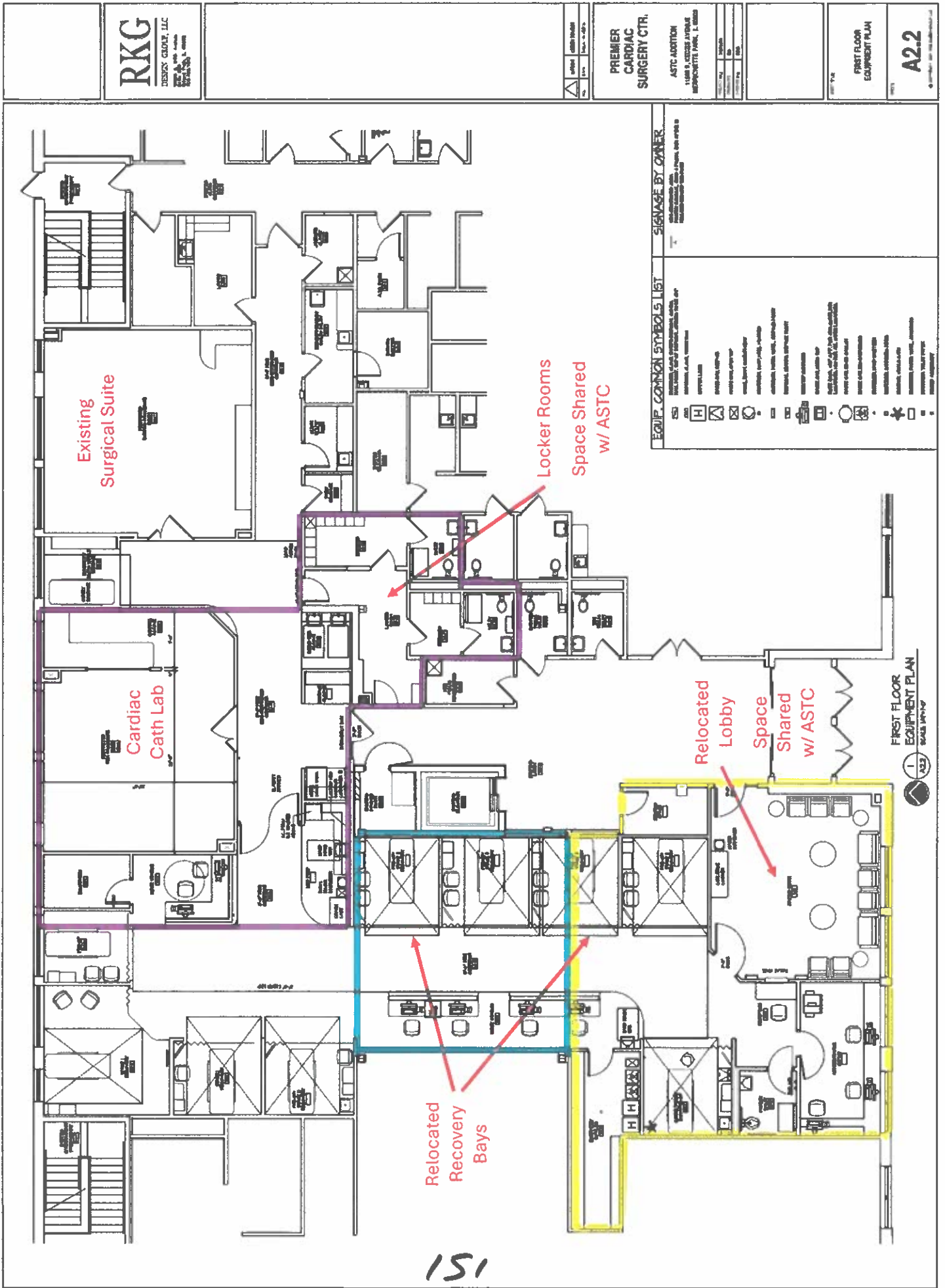
SPACE PLAN:

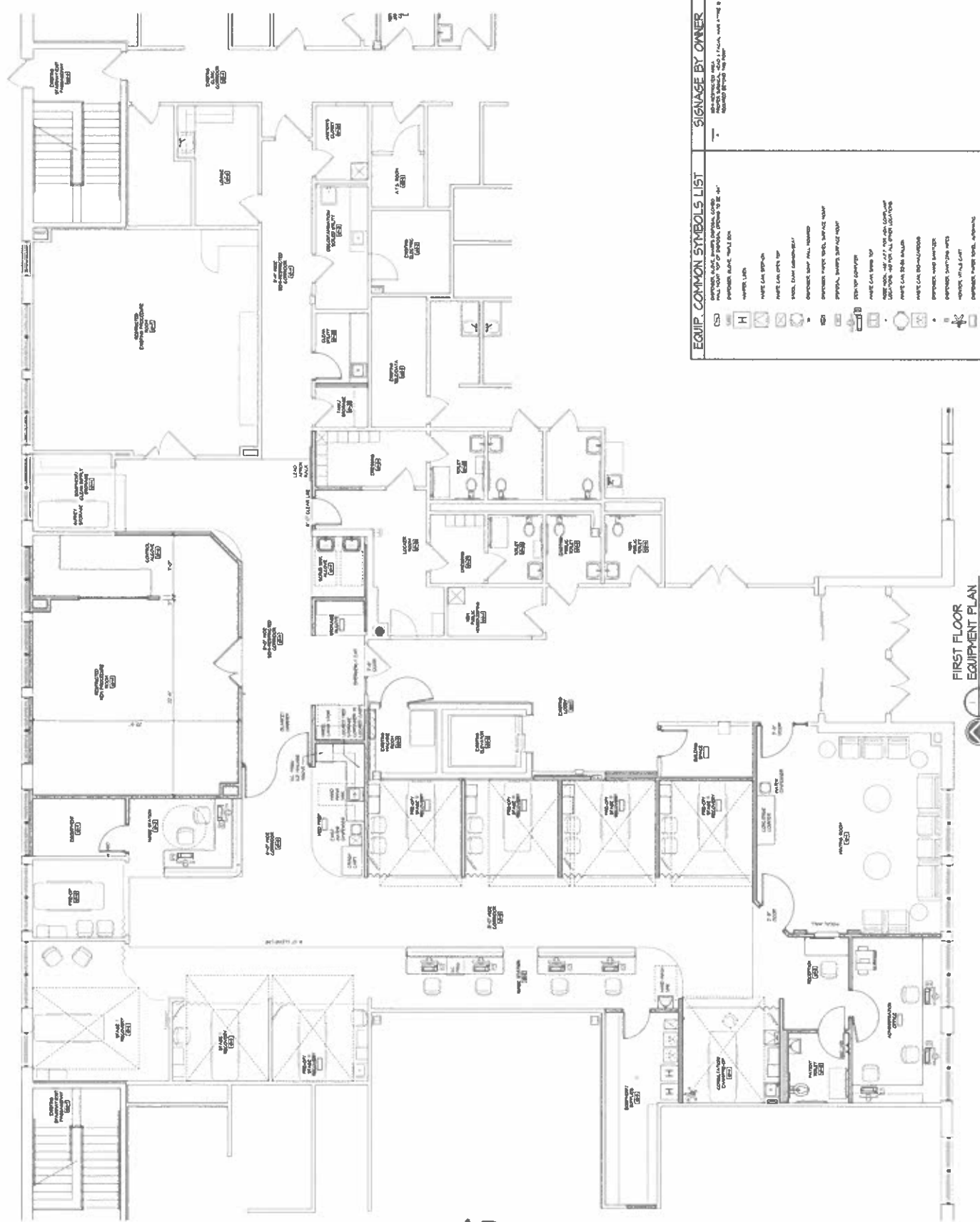
- Records Storage Room will be used to connect the existing ASTC to the Newly Leased Space.
- Surgical recovery bays will be moved from the space labeled "Cardiac Cath Lab" into the space presently used for records storage and the new space.
- The vacated space labeled "Cardiac Cath Lab" will then be completed as a single laboratory for cardiac catheterization procedures.

1 5/10
 5/10
 FIRST FLOOR DEMOLITION PLAN

150

SPACE PLAN for PROPOSED CARDIAC CATH LAB





EQUIP. COMMON SYMBOLS LIST

- SIGNAGE BY OWNER**
- LABORATORY EQUIPMENT
 - CENTRAL STORAGE
 - RECEPTION
 - OFFICE
 - CONFERENCE ROOM
 - RESTROOM
 - STAIRWELL
 - HALLWAY
 - ELEVATOR
 - STAIR
 - WINDOW
 - DOOR
 - WALL
 - FLOOR
 - CEILING
 - LIGHT
 - VENT
 - RAMP
 - CURB CUT
 - SIGNAGE
 - FURNITURE
 - APPLIANCE
 - FIXTURE
 - OTHER

**FIRST FLOOR
 EQUIPMENT PLAN**
 SCALE: 1/4" = 1'-0"

152

RKG

DESIGN GROUP, LLC
1275 S. 4th Avenue
Tomball, TX 77375
281.291.1111

DATE: 08/20/14
SCALE: AS SHOWN

**PREMIER
CARDIAC
SURGERY CTR.**

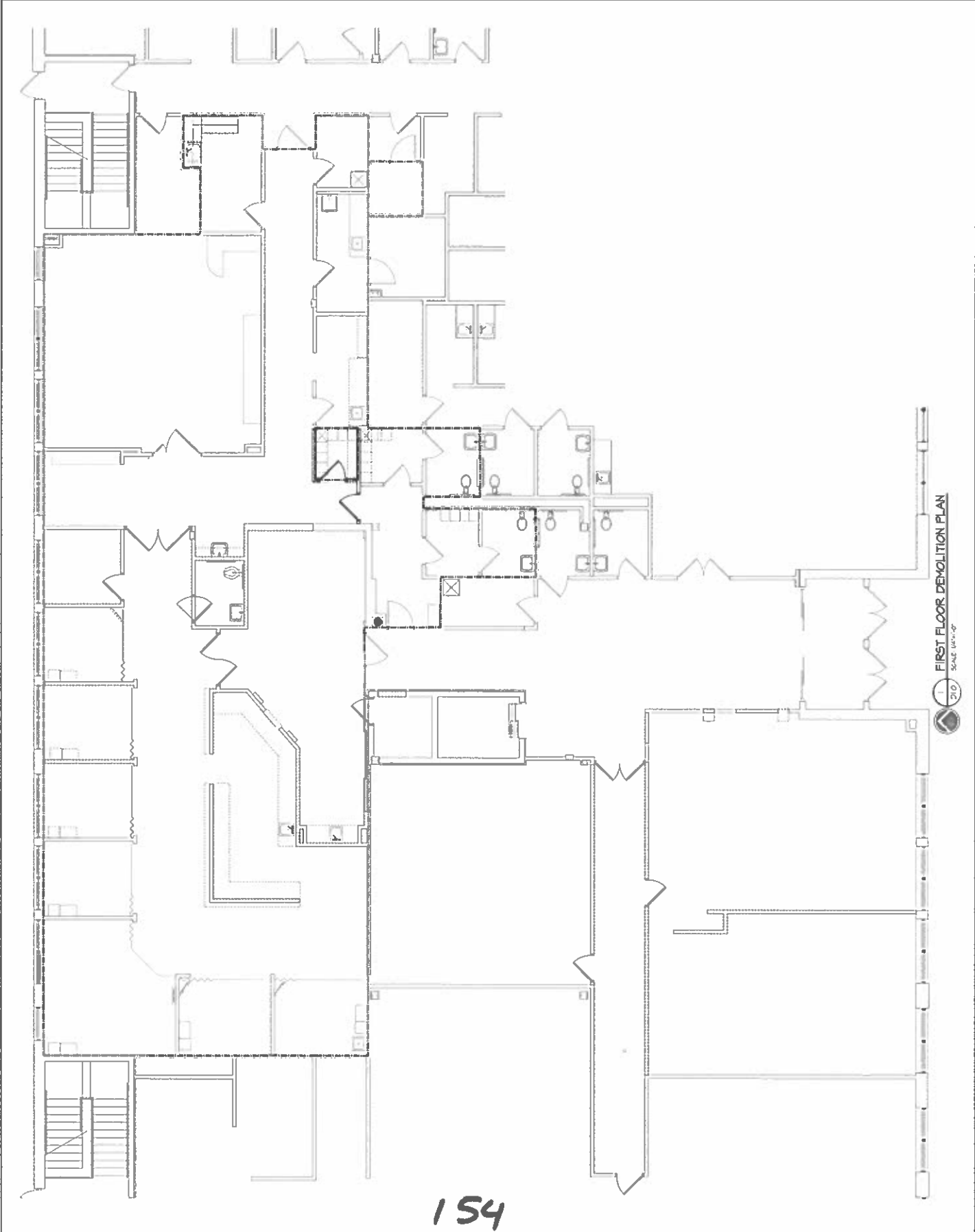
ASTC ADDITION
11900 S. REDDIE AVENUE
MCKENNETTE PARK, IL 60643

PROJECT NO.: 140120
DATE: 08/20/14

**FIRST FLOOR
DEMOLITION PLAN**

D1.0

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1 FIRST FLOOR DEMOLITION PLAN
SCALE 1/4" = 1'-0"

RKG
DESIGN GROUP, LLC
1325 N. 4th Avenue
Suite 100
Chicago, IL 60642

DATE: 08/14/12
DRAWN BY: [unintelligible]

**PREMIER
CARDIAC
SURGERY CTR.**

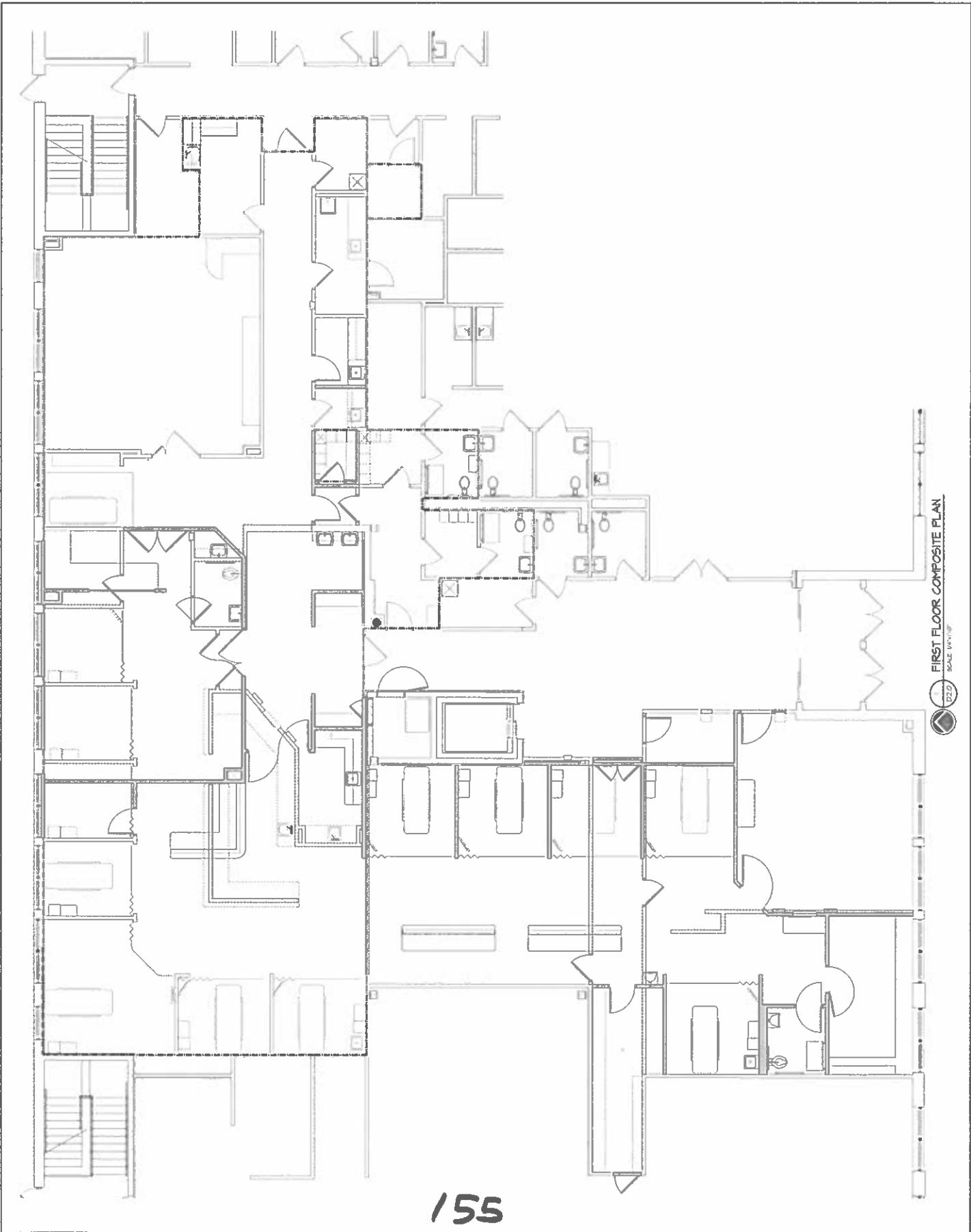
ASTC ADDITION
11000 N. GREEN AVENUE
MERRIDGETTE PARK, IL 60631

PROJECT NO.: [unintelligible]
SHEET NO.: [unintelligible]
DATE: [unintelligible]

**FIRST FLOOR
COMPOSITE PLAN**

D2.0

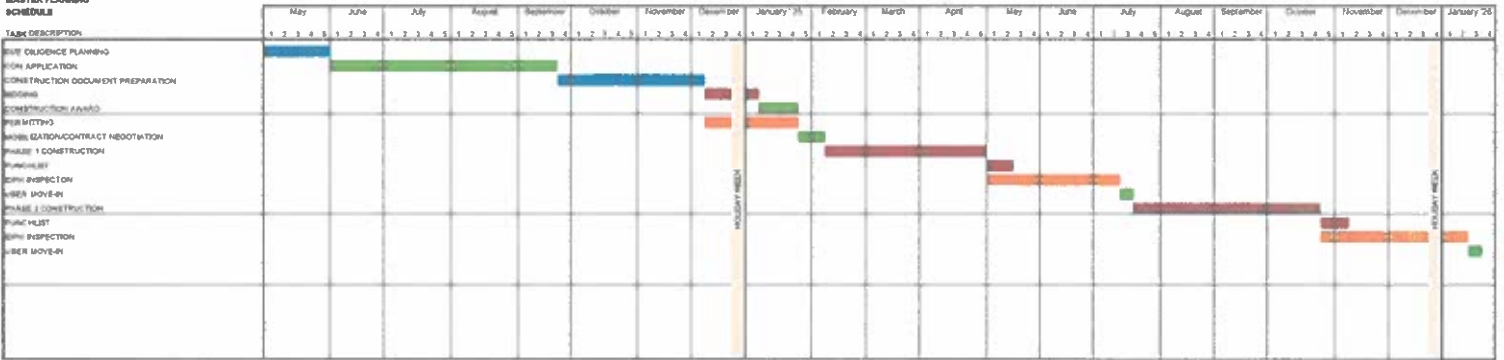
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155

**HEART CARE CENTERS
ASSTC EXPANSION/ADDITION**
11500 S. Kilde Avenue
Mortonville Park, Illinois 60003
Project No. 2404-05

**MASTER PLAN#00
SCHEDULE**



JKG DESIGN GROUP
15255 S. 86th Avenue
Suite 500
Orland Park, IL 60452
Voice: 708-603-1912
April 29, 2024

- OWNER ACTION
- ARCHITECT/ENGINEER ACTION
- CONTRACTOR ACTION
- VILLAGE ACTION

OLD NATIONAL BANK

7800 W. 95th Street
Hickory Hills, IL 60457

June 27, 2024

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761
Attention: Debra Savage, Chairwoman

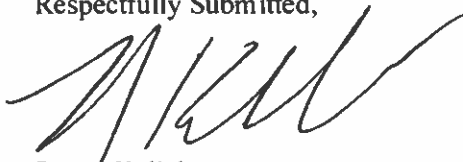
**Re: Criterion 1120.140, Economic Feasibility, Reasonableness of Financing Arrangements
Premier Cardiac Surgery Center, LLC
Heart Care Centers of Illinois, S.C.
Establishment of Cardiac Cath Lab**

Dear Chairwoman Savage:

It is my understanding that Premier Cardiac Surgery Center, LLC ("Applicant") will be submitting a certificate of need ("CON") permit application to establish a cardiac catheterization laboratory ("Cath Lab") at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project"). A second entity, Heart Care Centers of Illinois, S.C., is named in the application as a co-applicant ("Co-Applicant") because this entity will be wholly responsible for funding the Project. The CON permit application provides that the total cost of the Project is \$4,750,416.52. Of that amount, the Co-Applicant will use \$2,000,000 in cash and \$3,000,000 will be available via a line of credit with Old National Bank.

I, Roger Kallal, submit this letter for the Co-Applicant to certify that, as of June 27, 2024, the Co-Applicant has sufficient funds at our bank to cover the cost of the Project as set forth above and further certify that such funds are liquid and immediately available to the Co-Applicant. If you have questions, please do not hesitate to contact me at 708-930-4617. Thank you very much.

Respectfully Submitted,



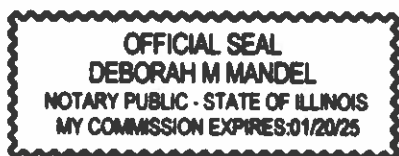
Roger Kallal
Senior Vice President
Old National Bank

NOTARY:

Subscribed and sworn to me this 27th day of June, 2024

Deborah M. Mandel
Notary Public

Seal:



157

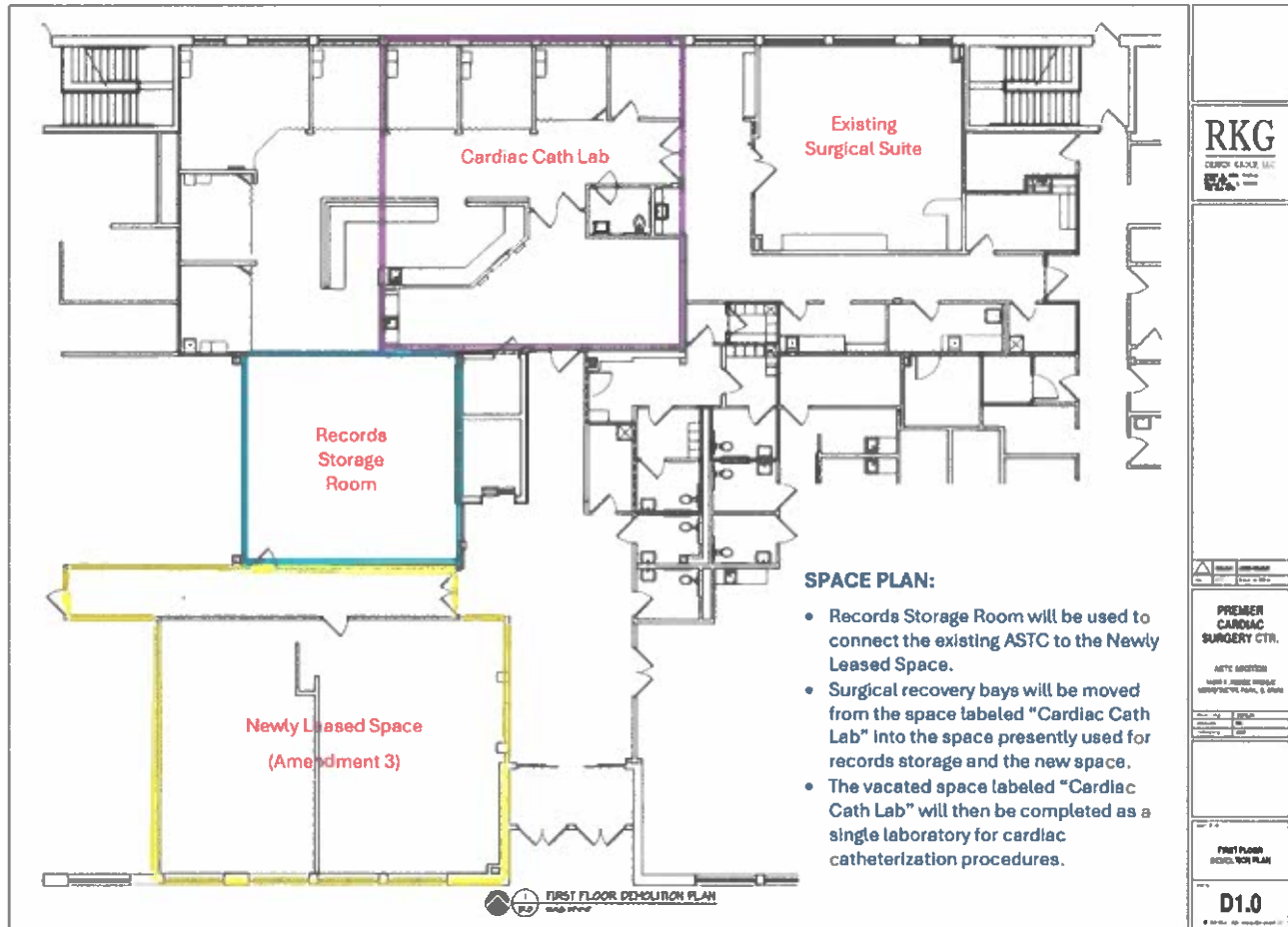
ATTACHMENT 9

Cost Space Requirements

Dept. / Area	Cost	Gross Square Feet		Amount of Proposed Total Gross Square Feet That IS:			
		Existing	Proposed	New Const.	Modernized	As Is	Vacated Space
Reviewable							
Cardiac Cath Lab	\$650,504	0	1,493		1,493		
ASTC (New)	\$389,432	0	894		894		
ASTC (Old)	\$1,135,664	2,607	0		2,607		
Total Clinical	\$2,175,600	2,607	2,387		4,994		
Non-Reviewable							
Non-Clinical Space (e.g., non-clinical space, such as administrative office space, waiting room and reception areas, medical record storage).	\$0.00	0	0		0		
Total Non-clinical	\$0.00	0	0		0		
TOTAL	\$2,175,600	2,607	4,994		4,994		

The Project will impact a total of 4,994 GSF, which will include 2,607 GSF from the existing ASTC plus the addition of 2,387 GSF from the adjacent space acquired by Amendment Three to the lease. A total of 1,493 GSF will be dedicated solely to the Cath Lab. Other areas in the present space that will be affected by the Project include: a transitional space between the old and new spaces, relocated nursing stations, physician locker rooms, pre-op and post-op recovery bays, and the lobby.

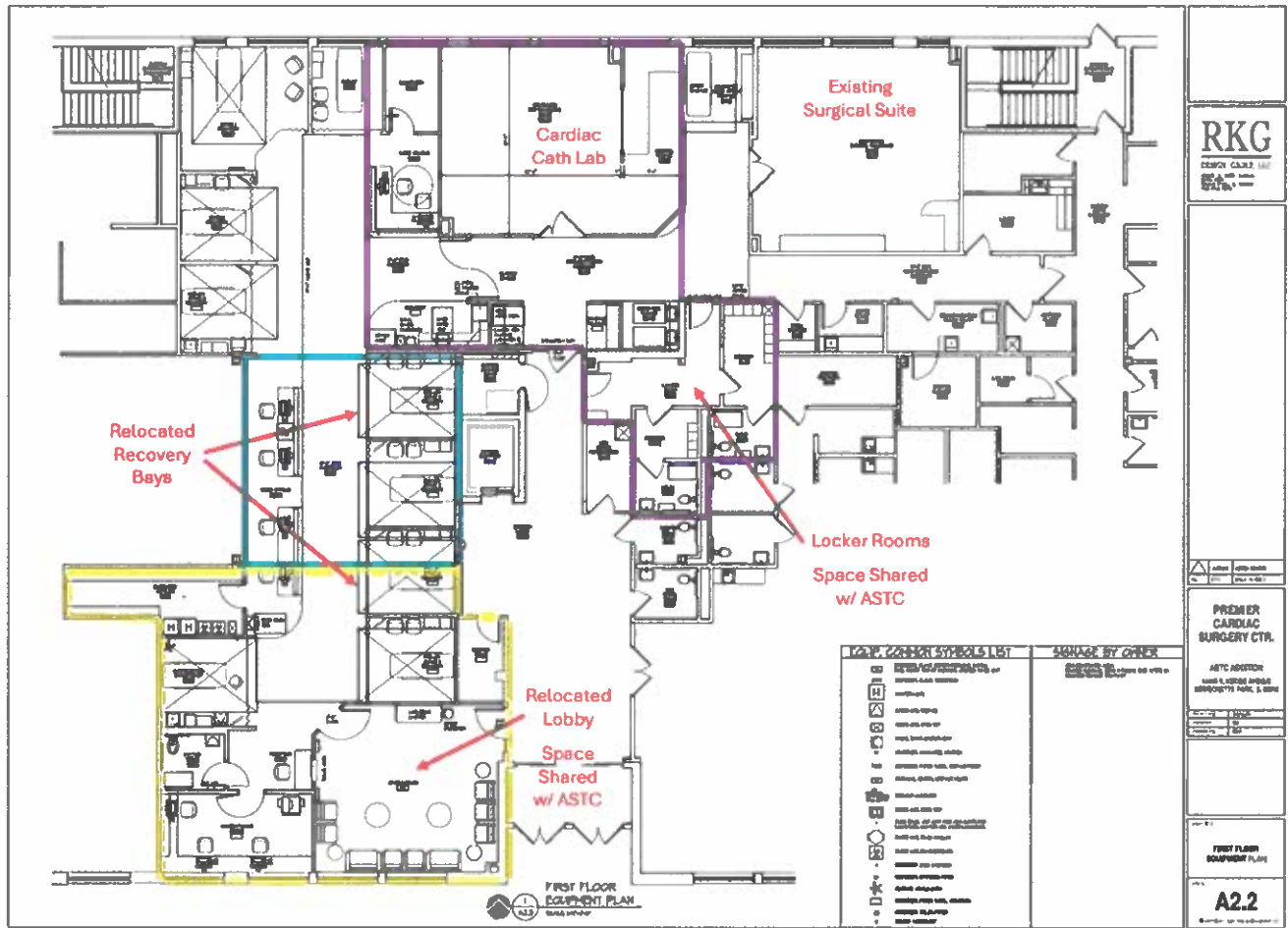
SPACE PLAN for PROPOSED CARDIAC CATH LAB



The Cath Lab will be developed in the Applicant’s existing ASTC. To minimize disruption of clinical activities in the existing space, the Applicant will complete the development of the Cath Lab in stages. As seen above, the Cath Lab will take over space adjacent to the existing surgical suite, totaling 1,493 GSF.

The addition of 2,387 new GSF subject to Amendment Three of the Lease, identified by the yellow border, will mostly be relocated pre-op and post-op recovery bays and accompanying nurses stations, but will also include space for a relocated and shared lobby.

SPACE PLAN for PROPOSED CARDIAC CATH LAB



As seen above in the final plan, the Cath Lab will take over space in the currently operational ASTC. This plan is best because it locates the Cath Lab next to the ASTC's surgical suite and in close proximity to the surgeon locker rooms. The transitional area in blue is currently a medical records storage room, which will take the transferred pre and post op bays plus space for a nurses station. The yellow area is the space acquired by Amendment Three to the Lease. This space will also have some pre/post op recovery space, but will mostly be the relocated lobby that will be shared between the ASTC and the Cath Lab.

ATTACHMENT 11

Background of Applicant

Criterion 1110.110(a) -- Background of Applicant

The primary CON permit applicant, Premier Cardiac Surgery Center, PLLC (“Applicant”) is fit, willing, and able, and has the qualifications, background, character, and financial resources to adequately provide a proper service for the community. The Applicant also states that the project will promote the orderly and economic development of health care facilities or services in the State of Illinois. Likewise, the CON permit co-applicant, Heart Care Centers of Illinois, S.C. (“Co-Applicant”), is fit, willing, and able, and has the qualifications, background, character, and financial resources to adequately provide a proper service for the community.

(a) List of all Health Care Facilities Owned/Operated by the Applicant.

The Applicant’s business entity was formed for the purpose of owning and operating a single-specialty ambulatory surgical treatment center specializing in the cardiology category of service. This particular business entity does not own or operate any other health care facilities at the present time; however, with the approval of this CON permit application, a new branch of this business will be formed as a “doing business as” name, which will focus on cardiac catheterization services.

Two other business entities are affiliated with the Applicant. The first is also the Co-Applicant—Heart Care Centers of Illinois (“HCCI”). HCCI owns one hundred percent (100%) of the membership units in the Applicant’s LLC (i.e., Premier Cardiac Surgery Center, PLLC). As such, HCCI would also own one hundred percent (100%) of the Cardiac Catheterization Center. The second business entity affiliated with the Applicant (and Co-Applicant) is Midwest Physician Alliance, Inc. (“MPA”). MPA is a management services organization formed by similar ownership in the Applicant and Co-Applicant and which will be the management company responsible for the day-to-day operations of the proposed Cath Lab.

Applicant	HCF Owned by Applicant	License, Cert. and Other #s
Premier Cardiac Surgery Center, PLLC	Premier Cardiac Surgery Center (ASTC)	IDPH License # 7003231, exp. 10/15/2024

Co-Applicant	HCF Owned by Applicant	License, Cert. and Other #s
Heart Care Centers of Illinois, SC	None	N/A

(b) List of all Health Care Facilities Owned/Operated by Persons with Ownership of 5% or Greater or Persons Who Are Officers or Directors of the Applicant.

HCCI is the single member that owns all of the membership units in the Applicant’s PLLC. The following is a list of medical offices that are owned and operated by HCCI. These are medical practice offices and are not within the definition of a “health care facility” subject to CON review.

HCCI's physician offices are listed below:

- (1) Heart Care Centers of Illinois – Berwyn Clinic
3231 South Euclid Avenue, Suite 201
Berwyn, Illinois 60402
- (2) Heart Care Centers of Illinois – Hinsdale Clinic
911 North Elm Street, Suite 328
Hinsdale, Illinois
- (3) Heart Care Centers of Illinois – Joliet Clinic
2121 Oneida Street, Suite 202
Joliet, Illinois 60435
- (4) Heart Care Centers of Illinois – Merrionette Park Clinic
11560 South Kedzie Avenue, Suite 100
Merrionette Park, Illinois 60803
- (5) Heart Care Centers of Illinois – Mokena Clinic
Mokena Medical Commons
10260 West 191st Street, Suite 102
Mokena, Illinois 60448
- (6) Heart Care Centers of Illinois – Palos Park Clinic
13011 South 104th Avenue, Suite 100
Palos Park, Illinois 60464

(c) Certifications

A certified letter is attached immediately following this Attachment 11. The certification provides as follows: (1) no adverse action has been taken against the Applicant or any facility, owner, or officer/director of the Applicant, nor does any such person have an adverse criminal or civil ruling, decision, etc. that would preclude them from owning and operating a health care facility; and (2) the Illinois Health Facilities and Services Review Board and the Illinois Department of Public Health are authorized to obtain information regarding this CON permit application.



June 25, 2024

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761
Attention: Debra Savage, Chairwoman

**Re: Background of Applicant – No Adverse Action
Criterion 1110.110(a)**

Dear Chairwoman Savage:

Pursuant to State Board Review Criterion 1110.110(a), in regard to the background of the applicant Premier Cardiac Surgery Center, PLLC (the “Applicant”), and Heart Care Centers of Illinois, S.C. (the “Co-Applicant”), I hereby certify that no adverse action has been taken against the Applicant, the Co-Applicant, or any facility owned and/or operated by the Applicant or Co-Applicant during the three years period prior to the filing of its certificate of need permit application to establish a cardiac catheterization laboratory at 11560 South Kedzie Avenue, Suite 110, Merrionette Park, Illinois 60803. Furthermore, Addendum A, an exhibit is attached to this certification letter, identifies for the Applicant and Co-Applicant, each’s respective corporate officers, corporation directors, PLLC members, partners, and/or owners who hold an ownership interest of at least five percent (5.0%) of the entity that will own and operate the proposed cardiac catheterization lab.

I hereby certify that the individuals who have been identified on Addendum A: (a) have not been cited, arrested, taken into custody, charged with, indicted, convicted or tried for, or pled guilty to: (1) the commission of any felony or misdemeanor or violation of the law, except for minor parking violations; or (2) have not been the subject of any juvenile delinquency or youthful offender proceeding; (b) have not been charged with fraudulent conduct or any act involving moral turpitude; (c) do not have any unsatisfied judgments against such person; and (d) are not 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.

Respectfully Submitted,

Ronald E. Stella, M.D.
President
Premier Cardiac Surgery Center, LLC

NOTARY:

Subscribed and sworn to me this 26th day of June, 2024

Notary Public

Seal:

163

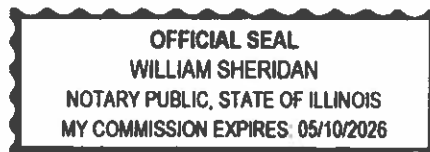


EXHIBIT A

Ownership Interests at or Above 5.0%

I. Premier Cardiac Surgery Center, PLLC (PCSC)

<u>Owner(s) 5% or Above</u>	<u>Ownership %</u>	<u>Adverse Action (3 Yrs.)</u>
Heart Care Centers of Illinois, S.C.	100.0%	None
<u>Directors/Officers</u>	<u>Title</u>	<u>Adverse Action (3 Yrs.)</u>
George Aziz, M.D.	Exec. Committee	None
Robert Iaffaldano, M.D.	Exec. Committee	None
David Kuzick, M.D.	Exec. Committee	None
Joseph Stella, D.O.	Exec. Committee	None
Ronald Stella, M.D.	Exec. Committee & President	None

Note: Premier Cardiac Surgery Center, PLLC is a single member professional limited liability company. The single member (owner) of this PLLC is Heart Care Centers of Illinois, S.C. The persons who govern this PLLC also govern HCCI.

II. Heart Care Centers of Illinois, S.C. (HCCI)

Owner(s) at or Above 5%

None

<u>Directors/Officers</u>	<u>Title</u>	<u>Adverse Action (3 Yrs.)</u>
George Aziz, M.D.	Exec. Committee	None
Robert Iaffaldano, M.D.	Exec. Committee	None
David Kuzick, M.D.	Exec. Committee	None
Joseph Stella, D.O.	Exec. Committee	None
Ronald Stella, M.D.	Exec. Committee & President	None



June 25, 2024

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761
Attention: Debra Savage, Chairwoman

**Re: Access to Documents
Criterion 1110.110(a)**

Dear Chairwoman Savage:

The CON permit applicant, Premier Cardiac Surgery Center, PLLC (“Applicant”), along with Heart Care Centers of Illinois, S.C. (“Co-Applicant”), hereby permits the Illinois Health Facilities and Services Review Board and the Illinois Department of Public Health (“IDPH”) to have access to any documents necessary to verify the information submitted in the certificate of need permit application submitted by the Applicant and Co-Applicant, including, but not limited to: (i) official records of IDPH or other State of Illinois agencies; (ii) the licensing or certification records of other states, when applicable; and (iii) the records of nationally recognized accreditation organizations.

Respectfully Submitted,

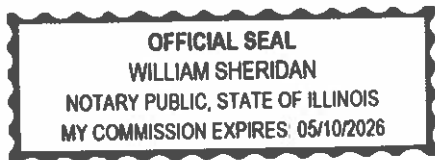
Ronald E. Stella, M.D.
President
Premier Cardiac Surgery Center, LLC

NOTARY:

Subscribed and sworn to me this 26th day of June, 2024

Notary Public

Seal:



165



ILLINOIS DEPARTMENT OF **HF128933**
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	I.D. NUMBER
10/15/2024		7003231
Ambulatory Surgery Treatment Center		
Effective: 10/16/2023		

Premier Cardiac Surgery Center, PLLC
11560 S Kedzie Avenue, Ste 102
Merrionette Park, IL 60803

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

→ DISPLAY THIS PART IN A
CONSPICUOUS PLACE

Exp. Date 10/15/2024

Lic Number 7003231

Date Printed 09/15/2023

Premier Cardiac Surgery Center, PLLC
11560 S Kedzie Avenue, Ste 102
Merrionette Park, IL 60803

FEE RECEIPT NO.

166

ATTACHMENT 12

Criterion 1110.110(b) and 110(d) -- Purpose of the Project

1. The certificate of need permit applicant, Premier Cardiac Surgery Center, PLLC (“Applicant”), requests approval from the Illinois Health Facilities and Services Review Board (“State Board”) to establish Cath Lab (“Cath Lab”) in leased space inside a medical office building located at 11560 South Kedzie Avenue, Suite 110, Merrionette Park, Illinois 60803 (“Project”). The Project will involve the modernization of 2,380 gross square feet and result in the creation of two cardiac catheterizations labs. The scope of services that will be provided at the proposed Cath Lab will include both cardiac catheterization procedures and percutaneous coronary intervention (“PCI”) procedures.

Cardiac catheterization is a procedure that involves passing a thin flexible tube (catheter) into the right or left side of the heart. The catheter is most often inserted from the groin or the arm. Cardiac catheterization is used to study the various functions of the heart. PCI is a non-surgical procedure used to treat the blockages in a coronary artery; it opens up narrowed or blocked sections of the artery, restoring blood flow to the heart.

If this permit request is approved, the Applicant will be able to provide a new range of health services that will improve the cardiac health and well-being of the population to be served. The establishment of the proposed Cath Lab will enhance access to care for patients in need of cardiac catheterization services as more particularly described in Section 3 below.

2. The proposed Cath Lab will be located at 11560 South Kedzie Avenue, Suite 110, Merrionette Park, Illinois 60803 (“Project Site”). Because the Project Site is located in Cook County, Illinois, the Project Site is in Health Service Area 7 (“HSA 7”). The Project Site is also within Hospital Planning Area A-04.

The Applicant’s geographic service area (“GSA”) includes all zip codes within a forty-five (45) minute drive time radius surrounding the Project Site.

Note: Several maps identifying the Project Site and the boundary of the proposed GSA and a list of all zip codes in the GSA are provided immediately following this Attachment 12.

3. The purpose of this project is to establish an Cath Lab that offers cardiac catheterization procedures and PCI procedures. By allowing the Applicant to offer a wider range of outpatient cardiac procedures, heart patients will have enhanced access to cardiac care and, when approved, the Applicant may be the first in the state to offer PCI at an outpatient surgery center. As a result, the Cath Lab will enhance access to outpatient health care services.
4. Evidence to support the need for this project immediately follows this attachment.

Note: Articles addressing the benefits of cardiac catheterization are attached immediately following this Attachment 12.

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5. The project will improve access to care by expanding cardiac services in an outpatient setting from a well respected cardiac physician network.

In fact, HCCI is the largest independent cardiology medical practice in the greater Chicago area. The practice, which has been in the community for over 50 years, serves over 300,000 active patients in Cook, Will, DuPage, Kane, Livingston, McHenry and Grundy counties and the physicians and advanced practice providers are on staff at seven area hospitals. HCCI's physician practice includes 26 cardiologists, of which 3 are electrophysiologists, 15 are interventionalist cardiologists, 7 and non-interventionalists, one is a heart failure specialist, and 7 are advanced practice providers. All of these physicians are supported by a well-trained and extensively experienced support staff.

Our mission at HCCI is to provide the highest quality of care for our patients' long term and comprehensive cardiovascular health. We stress the most current and innovations in diagnostic cardiac examinations, cardiac interventions and surgery and heart healthy options. As a health care team owned and operated by physicians, it is our goal to continuously improve the quality of our service and the care given to our patients.

HCCI has been recognized by the American College of Cardiology (ACC) for being in the top 1.5% nationally in outcomes and costs for angioplasty and stents and by the Center for Medicare and Medicaid Services (CMS) for being in the top .8% for Quality, Efficiency and costs. In addition, the practice offers ECHO, Vascular, Nuclear and CT diagnostics to its' patients and these services are all nationally accredited.

In 2017, HCCI submitted a CON application to build a single specialty ASTC (i.e., project 17-058). The proposal consisted of one procedure room with the commitment for the performance of low risk cardiac cases to be performed at the center. Specifically, electrophysiology device cases (implant and explant) and lower extremity peripheral vascular cases. The State Board approved the CON application request and the ASTC is operational and has successfully completed two Accreditation/Deemed Status survey cycles with the Accreditation Association of Ambulatory Health Care.

However, since the time of our initial CON application, national, market and regulatory changes in cardiovascular care has driven the migration of lower risk cardiovascular procedures to the outpatient surgery center setting. This culminated in 2020, when the federal Centers for Medicare and Medicaid Services ("CMS") added diagnostic heart catheterizations and percutaneous coronary intervention (PCI) procedures to the ASC-covered procedure list (CPL).

Premier Cardiac Surgery Center is here today submitting a CON application requesting approval by the Board to add cardiac catheterizations and PCI procedures to the ASTC's license along with adding an additional procedure room to the center to prepare for CMS' pending approval of electrophysiology studies, ablations, and PCI codes being considered for approval to CMS ASC covered procedure list.

Issues and Problems

- **Access:** HCCI's interventional cardiologists perform cardiac cath procedures at seven area hospitals (St. Joseph Medical Center, Silver Cross, NM Palos Community, Advocate Christ, MacNeal, Advent LaGrange and Hinsdale). For some of these hospitals staffing has been problematic and has resulted in limited ability to schedule cases at these facilities. At other hospitals, demand for access to the cath lab is constrained by the number of labs but also the number of cardiologists on staff with demand (cardiologist) exceeding supply (cath lab availability). The purpose of this project is to add cardiac cath procedures to our current license which will offer a choice to patients who would prefer their procedure to be performed in an ASTC versus a hospital setting. ASTCs are usually a lower cost option for patients as compared to a hospital outpatient department. Also, ASTC efficiencies in the way of access, ease of scheduling and shorter wait times are patient satisfiers. Finally, The May 6, 2020 SCAI publication cited data from the National Cardiovascular Data Registry (CATHPCI) (16,12 hospitals and 667,424 cases) that major complications associated with elective percutaneous coronary intervention (PCI) is rare.
- **Cost of Care:** In CY 2021, CMS migrated 267 types of procedures (12 cardiac Cath related) to the ASTC payable list from their inpatient only list. A 2020 UnitedHealth Group report showed that a shift from inpatient to an ASTC had the potential to save \$3 billion per year, which included \$2 billion for privately insured patients and employers. ASTCs are known as drivers of healthcare efficiency, patient choice, convenience (patient and physician), high quality and low healthcare costs. *Becker's Healthcare* reported that ASTCs generated, on an annual basis, more than \$2.3 billion in cost savings as compared to Hospital Outpatient Departments. Why? Because patients view ASTCs as safer than hospitals due to shorter stays, minimally invasive techniques, fast recovery and lower costs. PCSC's planned cardiac catheterization lab will continue the aforementioned benefits that its current electrophysiology and lower extremity peripheral vascular patients currently enjoy.

6. In addition to the above, this project's other goals are as follows:

a. Increasing Prevalence of Cardiovascular Diseases

- **Rising Incidence:** Cardiovascular diseases (CVDs) are among the leading causes of death worldwide. The increasing prevalence of conditions like coronary artery disease, heart attacks, and congestive heart failure necessitates more diagnostic and therapeutic interventions, including cardiac catheterization.
- **Aging Population:** As populations age, the incidence of heart-related issues increases, thereby driving the demand for more cardiac catheterization services.

b. Advancements in Medical Technology

- **Improved Techniques:** Advances in catheterization techniques and equipment have made the procedure safer and more effective, broadening its applicability and increasing demand.
- **Minimally Invasive Options:** Cardiac catheterization offers a less invasive alternative to traditional surgery, appealing to both patients and healthcare providers.

c. Better Outcomes and Early Detection

- **Early Diagnosis:** Cardiac catheterization allows for early diagnosis of heart conditions, which can lead to better management and improved outcomes for patients.
- **Preventive Care:** By identifying and addressing issues early, catheterization can prevent more severe complications and reduce the overall burden of heart disease.

d. Increased Awareness and Screening

- **Public Awareness:** Greater public awareness of heart disease and the benefits of early detection and treatment has led to more people seeking cardiac catheterization.
- **Routine Screening:** Increased screening efforts by healthcare providers have led to a higher number of referrals for catheterization.

e. Rising Rates of Risk Factors

- **Lifestyle Factors:** Increasing rates of obesity, diabetes, hypertension, and sedentary lifestyles contribute to a higher incidence of heart disease, thus increasing the need for cardiac catheterization services.
- **Genetic Predispositions:** Greater understanding and identification of genetic factors influencing heart disease also play a role in increasing the demand for these services.

f. Economic Considerations

- **Cost-Effectiveness:** Cardiac catheterization can be more cost-effective compared to surgical interventions, reducing overall healthcare costs.
- **Insurance Coverage:** Improved insurance coverage and reimbursement policies for cardiac procedures can lead to more patients accessing catheterization services.

g. Geographical Disparities and Accessibility

- **Regional Variations:** In many regions, there is an imbalance in the availability of cardiac catheterization services, with rural or underserved areas lacking adequate facilities. Increasing the availability can address these disparities.

- **Emergency Care:** Timely access to cardiac catheterization is crucial in emergencies like heart attacks, and expanding services can ensure more patients receive prompt care.

h. Post-Procedure Benefits and Rehabilitation

- **Shorter Recovery Times:** Compared to traditional surgeries, cardiac catheterization generally has shorter recovery times, allowing patients to return to normal activities more quickly.
- **Rehabilitation Programs:** Enhanced post-procedure rehabilitation and follow-up care associated with catheterization improve long-term health outcomes for patients.

i. Professional Training and Workforce Expansion

- **Specialized Training:** Increasing the number of trained professionals in cardiac catheterization can enhance service delivery and meet growing patient demands.
- **Workforce Demand:** Expanding services creates opportunities for healthcare providers, promoting further development and specialization in the field.

j. Research and Innovation

- **Clinical Research:** Continuous research and innovation in cardiac catheterization techniques and devices drive the need for more facilities to implement and study these advancements.
- **Improved Patient Care:** Research outcomes can lead to better patient care protocols, necessitating more services to implement these findings effectively. Addressing these factors can help ensure that the growing demand for cardiac catheterization services is met, ultimately improving patient outcomes and reducing the burden of cardiovascular diseases on the healthcare system.

7. This project involves the modernization of existing space. The Applicant is proposing the establishment of an Cath Lab, which will be located within an existing medical office building. The Project will involve the modernization of 2,380 square feet of space in a presently unoccupied office. The catheterization laboratory will be adjacent to the Applicant's cardiovascular single-specialty ASTC. The address of the existing hospital is 11560 South Kedzie Avenue, Suite 110, Merrionette Park, Illinois 60803 ("Project Site").

Photographs of the main entrance to the medical office building.



Photographs of the foyer just as you enter the medical office building. The Applicant's surgery center is located on the first floor. The proposed Cath Lab will be in presently unoccupied space adjacent to the existing ASTC.



Hallway to Non-Clinical Space Acquired to Make Room for Proposed Cath Lab.



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Suite 110 - Space Acquired to Make Room for Proposed Cath Lab.



Suite 110 - Space Acquired to Make Room for Proposed Cath Lab.

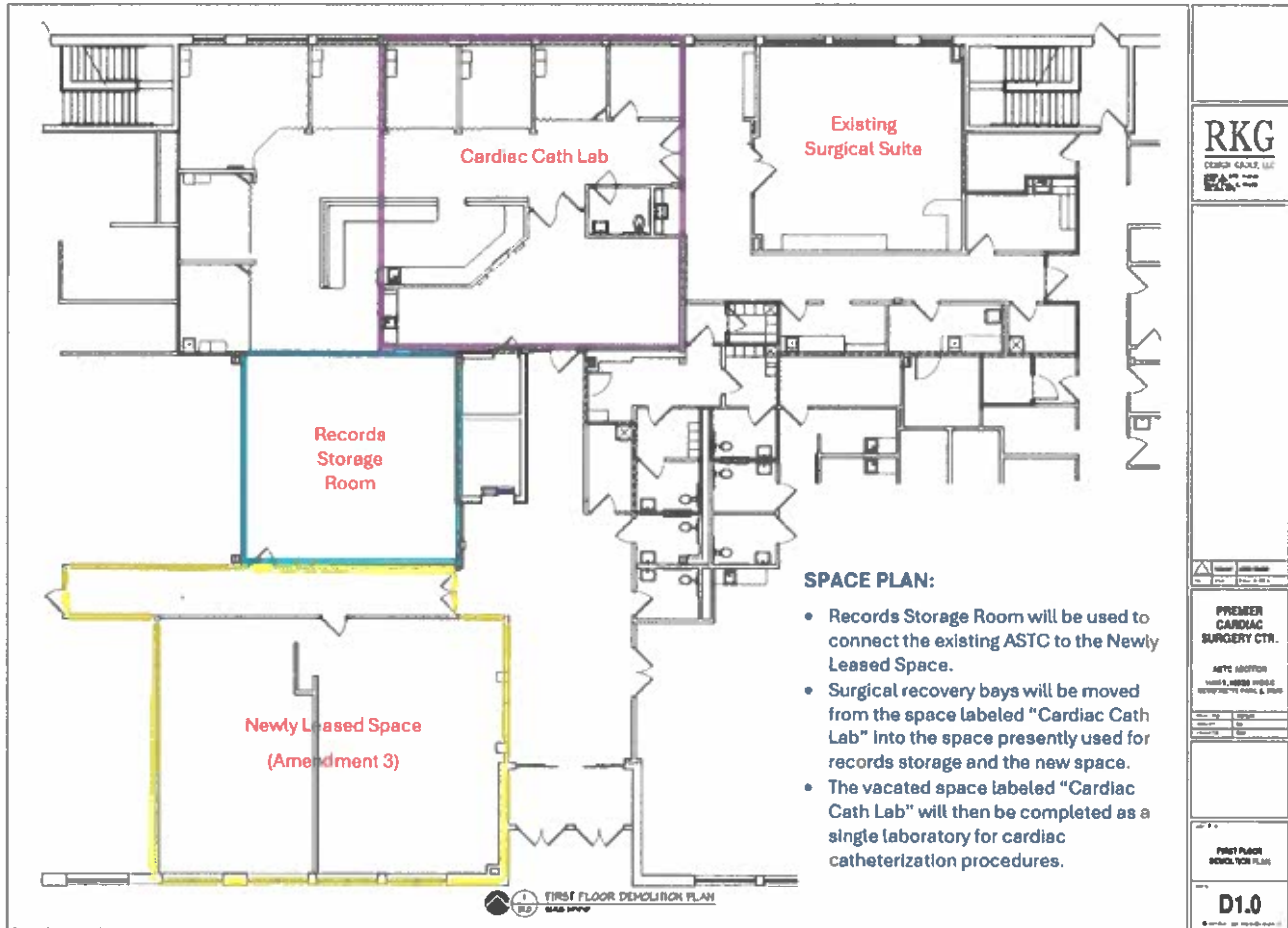


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SPACE PLAN

The Project will impact a total of 4,994 GSF, which will include 2,607 GSF from the existing ASTC plus the addition of 2,387 GSF from the adjacent space acquired by Amendment Three to the lease. A total of 1,493 GSF will be dedicated solely to the Cath Lab. Other areas in the present space that will be affected by the Project include: a transitional space between the old and new spaces, relocated nursing stations, physician locker rooms, pre-op and post-op recovery bays, and the lobby.

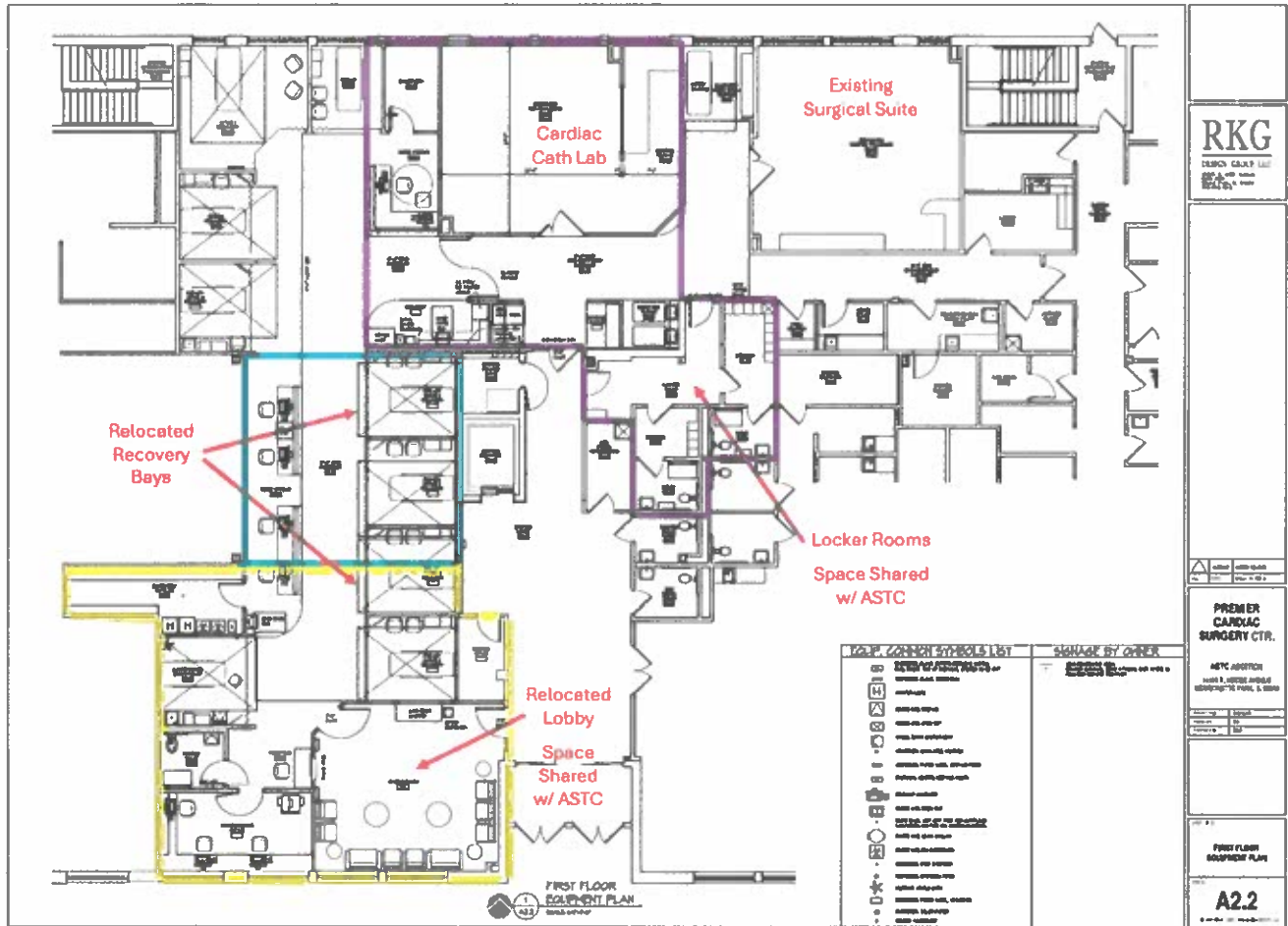
SPACE PLAN for PROPOSED CARDIAC CATH LAB



The Cath Lab will be developed in the Applicant’s existing ASTC. To minimize disruption of clinical activities in the existing space, the Applicant will complete the development of the Cath Lab in stages. As seen above, the Cath Lab will take over space adjacent to the existing surgical suite, totaling 1,493 GSF.

The addition of 2,387 new GSF subject to Amendment Three of the Lease, identified by the yellow border, will mostly be relocated pre-op and post-op recovery bays and accompanying nurses stations, but will also include space for a relocated and shared lobby.

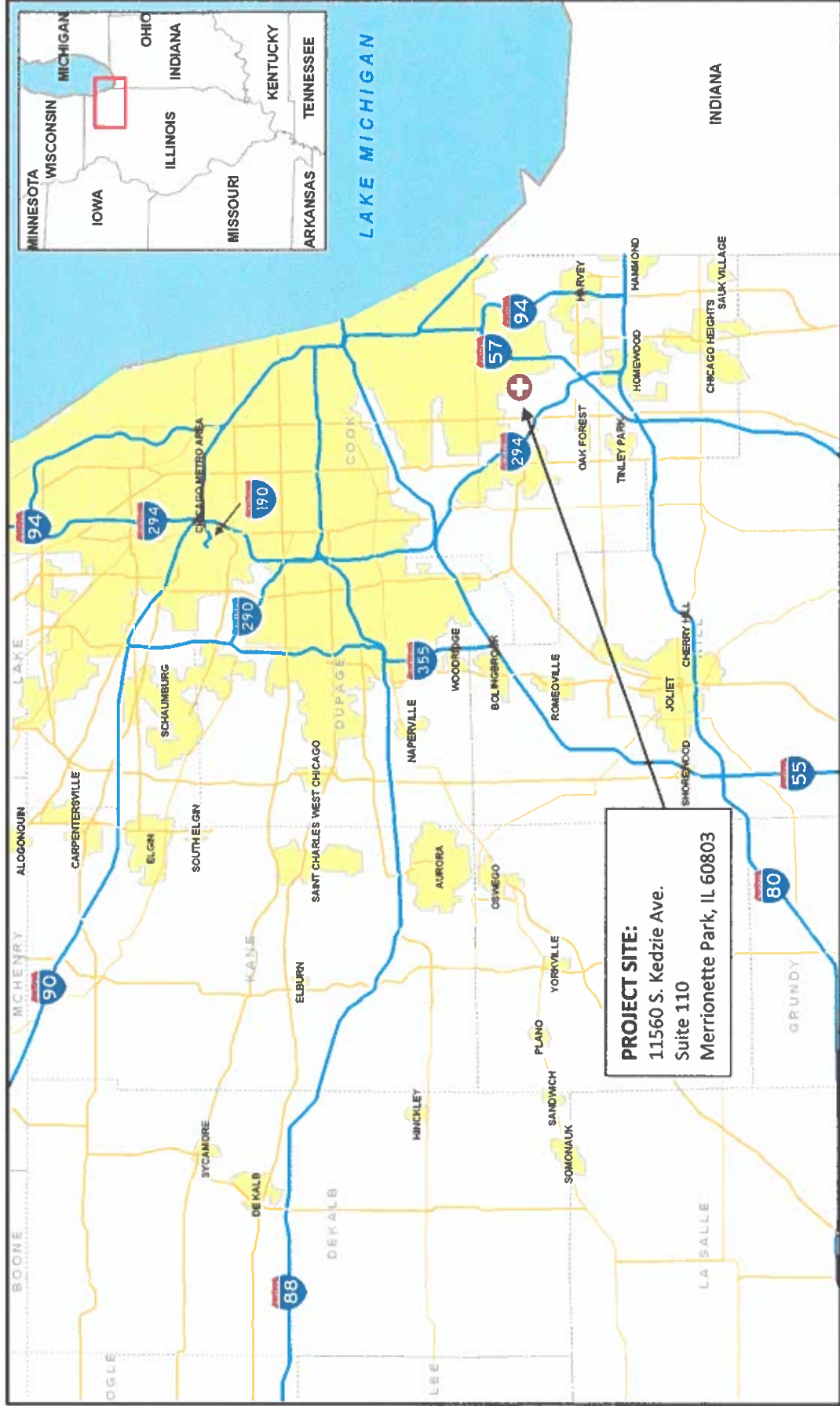
SPACE PLAN for PROPOSED CARDIAC CATH LAB



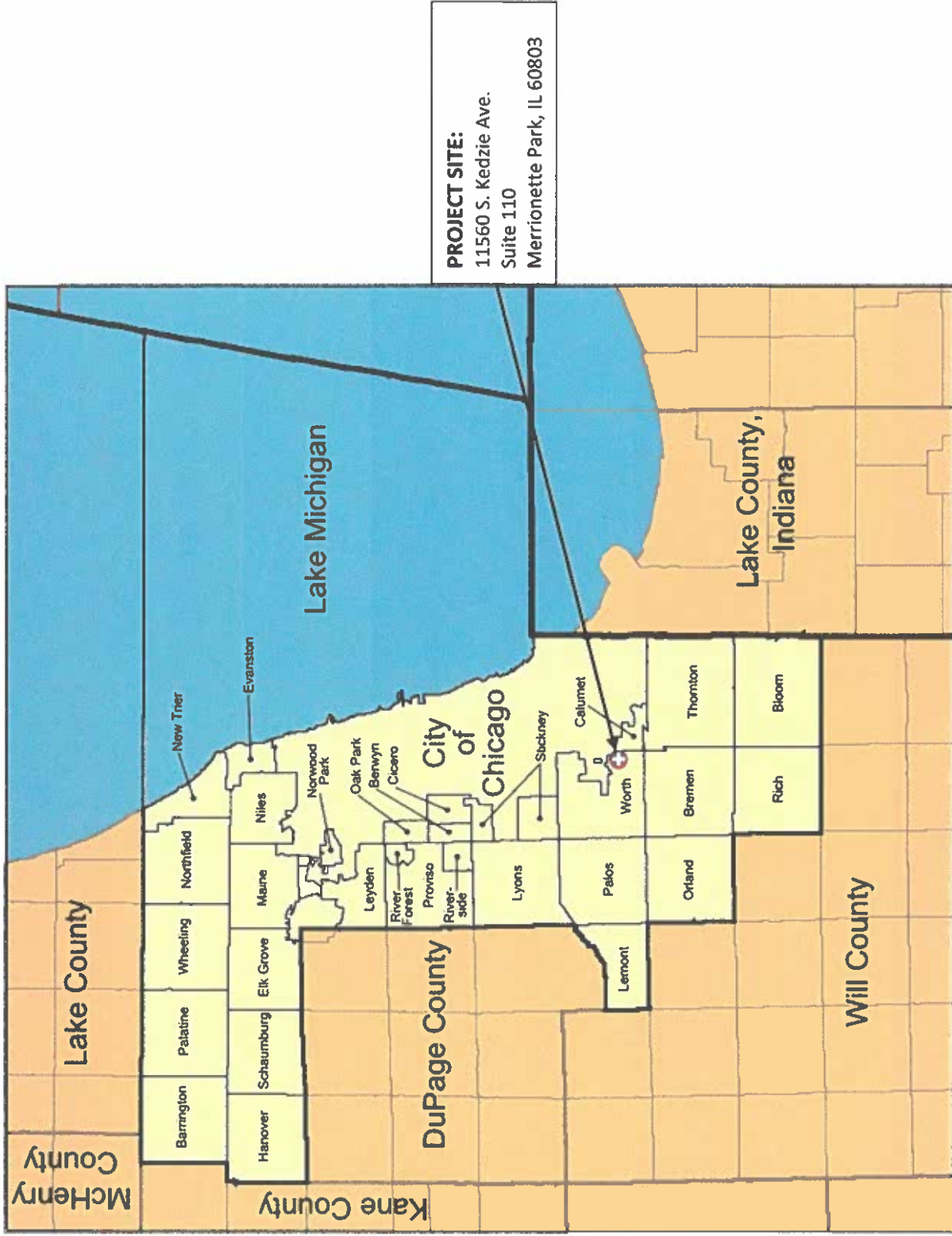
As seen above in the final plan, the Cath Lab will take over space in the currently operational ASTC. This plan is best because it locates the Cath Lab next to the ASTC's surgical suite and in close proximity to the surgeon locker rooms. The transitional area in blue is currently a medical records storage room, which will take the transferred pre and post op bays plus space for a nurses station. The yellow area is the space acquired by Amendment Three to the Lease. This space will also have some pre/post op recovery space, but will mostly be the relocated lobby that will be shared between the ASTC and the Cath Lab.

Geographic Service Area: Forty-Five Minute Drive Time Radius From Project Site

Project Site Identified Below



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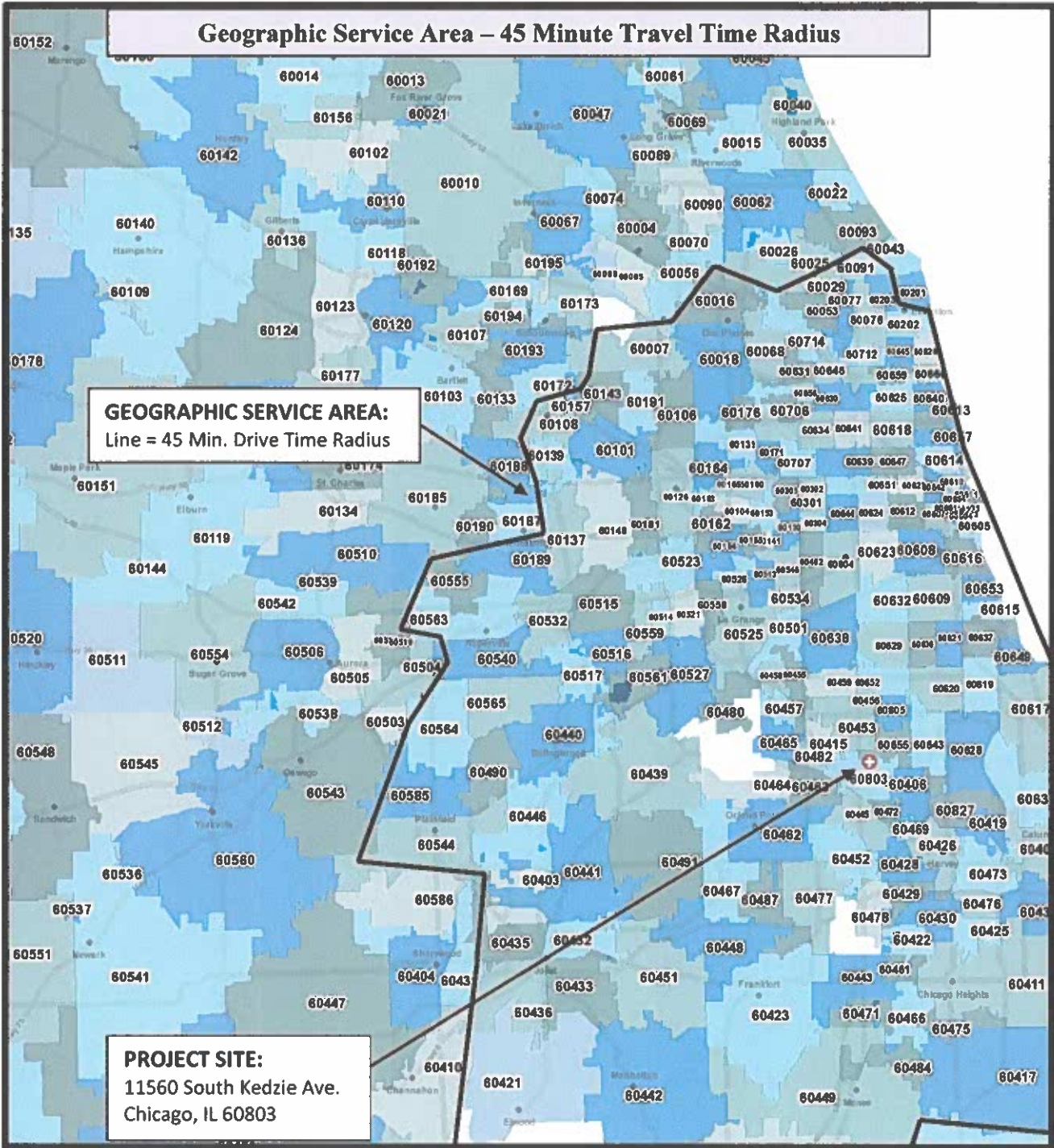


ATTACHMENT 12

Geographic Service Area: Forty-Five Minute Drive Time Radius Surrounding Project Site

COOK COUNTY			DUPAGE COUNTY		WILL COUNTY
60007	60462	60630	60643	60117	60401
60008	60463	60631	60644	60126	60403
60016	60464	60632	60645	60137	60404
60018	60465	60633	60646	60138	60417
60053	60466	60634	60647	60139	60421
60076	60467	60636	60649	60143	60423
60077	60469	60637	60651	60148	60432
60091	60471	60638	60652	60157	60433
60104	60472	60639	60653	60181	60434
60126	60473	60640	60654	60189	60435
60130	60475	60641	60655	60191	60436
60131	60476	60642	60656	60399	60440
60153	60477		60657	60502	60441
60154	60478		60659	60514	60442
60155	60480		60660	60516	60446
60160	60484		60661	60517	60448
60162	60487		60699	60521	60449
60163	60501		60701	60522	60451
60164	60513		60706	60523	60468
60165	60521		60707	60527	60484
60171	60523		60712	60532	60490
60176	60525		60714	60540	60491
60202	60526		60803	60555	60544
60203	60527		60804	60559	60564
60301	60534		60805	60561	60585
60302	60546		60827	60563	
60304	60558		60101	60565	
60305	60601		60105		
60402	60602		60106		
60406	60603		60108		
60409	60604				
60411	60605				
60415	60606				
60418	60607				
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60422	60609				
60423	60610				
60425	60611				
60426	60612				
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60429	60614				
60430	60615				
60438	60616				
60439	60617				
60443	60618				
60445	60619				
60449	60620				
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60453	60622				
60455	60623				
60456	60624				
60457	60625				
60458	60626				
60459	60628				
60461	60629				

Geographic Service Area: Forty-Five Minute Drive Time Radius From Project Site



**Inventory of Health Care Facilities and Services
and Need Determinations**

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

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**CARDIAC
CATHETERIZATION
Category of Service**

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Inventory of Health Care Facilities and Services
and Need Determinations

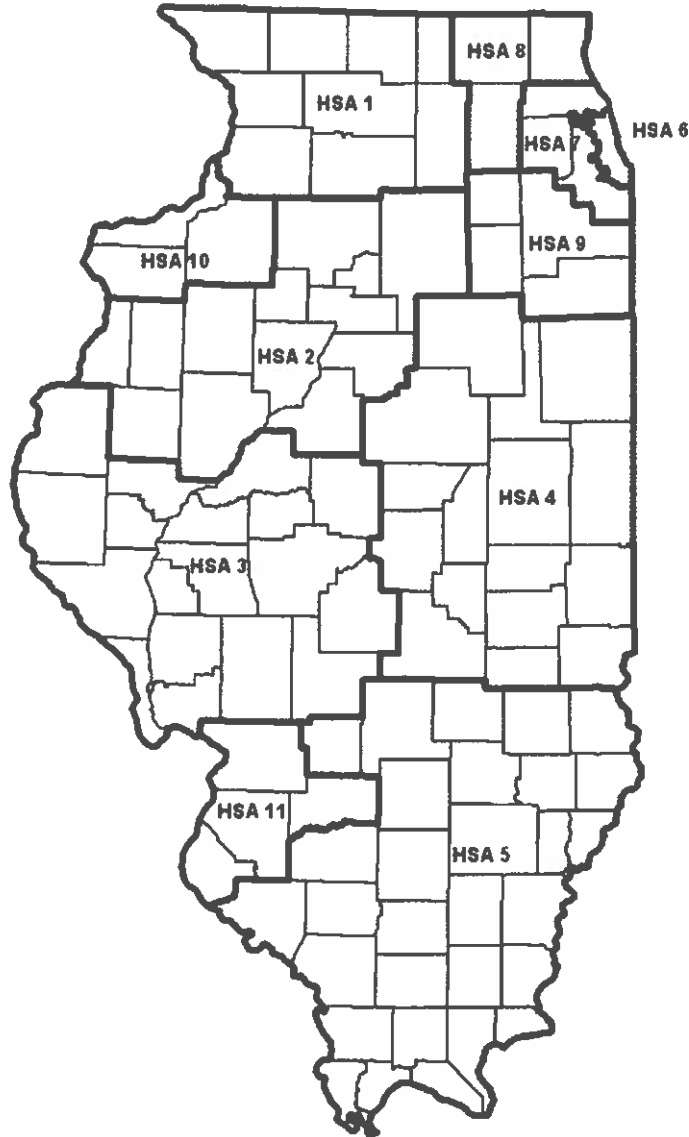
Illinois Health Facilities and Services Review Board
Illinois Department of Public Health

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For the Cardiac Catheterization category of service:

1. The planning areas are the designated Health Service Areas



2. The utilization standard is a minimum of 200 catheterizations per year within 2 years of operation.
3. No additional cardiac catheterization services are needed unless all existing cardiac catheterization service in the area is performing 400 or more procedures per year.

**Inventory of Health Care Facilities and Services
and Need Determinations**

12/18/2023
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Illinois Health Facilities and Services Review Board
Illinois Department of Public Health

**CARDIAC CATHETERIZATION SERVICES
Facilities, Units and Procedures by Health Service Area**

Planning Areas	Catheterization Units	Number of Facilities	2021 Catheterization Procedures			Total Procedures
			Age 0-14	Age 15 +	Electro-physiology	
Health Service Area 1	15*	7	0	7,653	1,688	9,341
Health Service Area 2	8	4	112	4,681	1,458	6,251
Health Service Area 3	14	3	0	13,209	6,209	19,418
Health Service Area 4	12	8	0	11,106	1,102	12,208
Health Service Area 5	4*	4	0	5,061	450	4,517
Health Service Area 6	40	18	647	24,465	8,558	33,670
Health Service Area 7	49*	25	361	36,944	10,161	47,466
Health Service Area 8	15*	12	0	13,110	5,289	18,399
Health Service Area 9	8*	6	0	10,250	5,251	15,501
Health Service Area 10	4	2	0	2,338	760	3,098
Health Service Area 11	10	7	0	6,808	1,144	7,952
STATE TOTALS		96	1,120	135,625	42,070	178,815

* In addition to fixed-site units enumerated, HSAs 1, 5, 7, 8 and 9 are served by mobile catheterization units.

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INVENTORY OF HEALTH CARE FACILITIES AND SERVICES AND NEED DETERMINATIONS

CARDIAC CATHETERIZATION Category of Service

Cardiac Catheterization Planning Area: HSA 07

2021 Catheterization Procedures

Hospital	City	Units	Pediatric Age 0-14	Adult Age 15+	Electro- physiology
Advocate Christ Hospital & Medical Center	Oak Lawn	4	351	4,837	1,003
Advocate South Suburban Hospital	Hazel Crest	1	0	1,175	145
Alexian Brothers Medical Center	Elk Grove Village	3	0	1,964	1,063
Edward Hospital	Naperville	2	0	3,503	878
Elmhurst Memorial Hospital	Elmhurst	3	0	2,660	967
Franciscan Health-Olympia Fields	Olympia Fields	2	0	735	90
Good Samaritan Hospital - Advocate	Downers Grove	3	0	1,470	687
Ingalls Memorial Hospital	Harvey	2	0	516	155
Loyola Health System at Gottlieb	Melrose Park	1	0	451	38
Loyola University Medical Center	Maywood	4	1	3,130	659
Lutheran General Hospital - Advocate	Park Ridge	3	9	2,994	694
MacNeal Hospital	Berwyn	1	0	752	160
NorthShore Univ Health Evanston Hospital	Evanston	2	0	2,753	980
NorthShore Univ. HealthSystem Glenbrook Hospital	Glenview	1	0	108	18
NorthShore University HealthSystem Skokie Hospital	Skokie	0	0	0	0
7/14/2021 E-014-21 Hospital received exemption to discontinue Cardiac Catheterization category of service.					
Northwest Community Hospital	Arlington Heights	2	0	1,546	306
Northwestern Medicine Central DuPage Hospital	Winfield	2	0	1,959	832
OSF Little Company of Mary Medical Center	Evergreen Park	1	0	1,012	222
12/10/2019 E-051-19 Received exemption for change of ownership; name changed - formerly Little Company of Mary Hospital.					
Palos Community Hospital	Palos Heights	1	0	1,563	743
Presence Saint Francis Hospital	Evanston	3	0	418	95
Rush Oak Park Hospital	Oak Park	1	0	537	24
St. Alexius Medical Center	Hoffman Estates	1	0	1,073	150
UChicago Medicine AdventHealth GlenOaks	Glendale Heights	1	0	318	31
UChicago Medicine AdventHealth Hinsdale	Hinsdale	2	0	502	221
UChicago Medicine AdventHealth La Grange	LaGrange	2	0	301	0
West Suburban Medical Center	Oak Park	1	0	667	0
Planning Area Totals		49	361	36,944	10,161

INVENTORY OF HEALTH CARE FACILITIES AND SERVICES AND NEED DETERMINATIONS

CARDIAC CATHETERIZATION Category of Service

Hospital	City	Units	2021 Catheterization Procedures		
			Pediatric Age 0-14	Adult Age 15+	Electro-physiology
Advocate Condell Medical Center	Libertyville	1	0	1,856	629
Advocate Sherman Hospital	Elgin	3	0	1,616	816
Good Shepherd Hospital	Barrington	1	0	1,730	560
NorthShore Univ. HealthSystem Highland Park Hosp	Highland Park	1	0	1,675	902
Northwestern Lake Forest Hospital	Lake Forest	1	0	1,446	324
Northwestern Medicine Huntley	Huntley	1	0	613	128
Northwestern Medicine Delnor Community Hospital	Geneva	1	0	746	154
Northwestern Medicine McHenry	McHenry	1	0	949	296
Presence Mercy Medical Center	Aurora	2	0	680	720
Presence Saint Joseph Hospital - Elgin	Elgin	1	0	438	460
Rush Copley Medical Center	Aurora	1	0	910	294
Vista Medical Center East	Waukegan	1	0	451	6
Planning Area Totals			0	13,110	5,289

Hospital	City	Units	2021 Catheterization Procedures		
			Pediatric Age 0-14	Adult Age 15+	Electro-physiology
Morris Hospital and Health Care Center	Morris	1	0	297	2,029
Presence Saint Joseph Medical Center	Joliet	3	0	1,813	524
Presence Saint Mary's Hospital	Kankakee	1	0	1,506	265
Riverside Medical Center	Kankakee	1	0	1,617	585
Silver Cross Hospital and Medical Centers	New Lenox	1	0	4,672	1,834
UChicago Medicine AdventHealth Bolingbrook	Bolingbrook	1	0	345	14
Planning Area Totals			0	10,250	5,251

Hospital	City	Units	2021 Catheterization Procedures		
			Pediatric Age 0-14	Adult Age 15+	Electro-physiology
Genesis Medical Center - Silvis	Silvis	1	0	129	0
Trinity Rock Island	Rock Island	3	0	2,209	760
Planning Area Totals			0	2,338	760

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ADDENDUM TO INVENTORY OF HEALTH CARE FACILITIES
05/01/2024

Planning Area	Change or Permit #	Effective Date	Identification and Description of Transaction
Changes to Intensive Care, Medical-Surgical, Pediatrics, & Obstetrics/Gynecology			
D-05	Bed Change	1/12/2024	Sarah Bush Lincoln Health Center approved to add 15 medical surgical beds now has a total of 108 medical surgical beds. D-05 Hospital Planning Area now has a total of 139 M/S beds and a calculated excess of 31 M/S Beds.
B-04	E-002-24	3/6/2024	Northwestern Medicine Valley West Hospital approved to discontinue a 6-bed obstetric category of service. The B-04 Hospital Planning Area now has a total 16 obstetric beds and a calculated excess of 4 OB beds.
A-01	Bed Change	4/3/2024	Ann & Robert Lurie Hospital decrease pediatric beds by 2 beds for a total of 126 and increase intensive care beds by 2 beds for a total of 162 intensive care beds. A-01 Hospital Planning Area now has a total of 2,129 M/S Ped Beds and a calculated excess of 1,004 beds. A-01 Hospital Planning Area now has a total of 479 ICU beds and a calculated excess of 30 ICU beds.
A-02	Bed Change	2/5/2024	University of Illinois Hospital and Clinics approved to add 9 medical surgical beds. The A-02 Hospital Planning Area now has a total of 1557 MS/Peds beds and a calculated excess of 683 MS/Peds beds.
A-02	Bed Change	1/1/2024	University of Illinois Hospital and Clinics approved to discontinue 5 OB beds. The A-02 Hospital Planning Area now has a total of 223 OB beds and a calculated excess of 159 OB beds.
D-02	Bed Change	1/1/2024	OSF St. Joseph Medical Center approved to add 3 M/S Beds August 2023 for a total of 131 M/S beds. The D-02 Hospital Planning Area now has a total of 294 M/S Pediatric Beds and an excess of 65 M/S Pediatric Beds.
A-13	Bed Change	3/4/2024	Silver Cross Hospital and Medical Center added 6 Intensive Care Beds for a total of 42 Intensive Care Beds and discontinued 6 Medical Surgical Beds for a total of 216 Medical. Surgical Beds. A-13 Hospital Planning Area has a total of 713 Medical Surgical Beds and an excess of 3 medical surgical beds and a total of 121 ICU Beds and an excess of 5 ICU Beds.
A-01	Bed Change	3/31/2024	Northwestern Memorial Hospital increased m/s beds by 20 for a total of 575 m/s beds and decreased obstetric beds by 18 for a total of 116 obstetric beds. The A-1 Hospital Planning Area now has a total of 2,149 m/s beds and a calculated excess of 1,024 m/s beds and a total of 201 obstetric beds with a calculated excess of 90 OB beds
A-07	Bed Change	4/4/2024	Advocate Lutheran General Hospital approved to add 1 intensive care bed Hospital now has a total of 75 ICU beds. The A-07 Hospital Planning Area now has a total of 207 ICU beds and a calculated need for 29 ICU Beds.
A-04	Bed Change	4/9/2024	Ingalls Memorial Hospital approved to discontinue 15 M/S beds now has a total of 300 M/S beds. The A-04 Planning Area now has a total of 1,787 M/S beds and a calculated excess of 123 M/S beds.
C-02	Bed Change	4/9/2024	OSF St. Elizabeth Hospital - Peru added 4 obstetric beds now has a total of 11 obstetric beds. C-02 Hospital Planning Area now has a total of 25 obstetric beds and an excess 12 OB beds.
Changes to Acute Mental Illness			
6A-02	Bed Change	2/5/2024	University of Illinois Hospital and Clinics approved to decrease 3 acute mental illness beds for a total of 47 AMI beds at the Hospital. The A-02 AMI Hospital Planning Area now has a total of 710 AMI beds and a calculated excess of 158 AMI beds.
8 A-09	Bed Change	4/9/2024	Highland Park Hospital approved to add 7 AMI beds now has a total of 20 AMI Beds. The 8-A-09 AMI Planning Area now has a total of 181 AMI beds and a calculated excess of 68 AMI Beds.
6A-04	Bed Change	4/9/2024	Ingalls Memorial Hospital approved to add 15 AMI beds now has a total of 93 AMI Beds. The 6A-04 AMI Planning Area now has a total of 186 AMI beds and a calculated excess of 61 AMI Beds.
Changes to Comprehensive Physical Rehabilitation			
Changes to Neonatal Intensive Care			
Changes to Cardiac Catheterization			
HSA 2	E-003-24		Carle Health Proctor Hospital approved to discontinue Cardiac Catheterization category of service
Changes to Open Heart Surgery			
HSA 7	E-040-23	1/22/2024	Evanston Hospital discontinued open heart surgery
HSA 8	E-041-23	1/22/2024	Highland Park Hospital discontinued open heart surgery
Changes to Organ Transplantation			
Changes to Hospital-Based Long-Term Care			
Changes to Long-Term Acute Care			

The benefits of shifting cardiovascular procedures to outpatient settings

Cardiovascular procedures are increasingly moving from hospitals to outpatient settings, and are being performed in ambulatory surgery centers. That change can save the patient, provider and payer money by allowing the patient to avoid an overnight hospital stay.

During a May 26 webinar sponsored by Cardinal Health, and hosted by *Becker's Hospital Review*, industry experts discussed the benefits of an outpatient setting and offered advice to providers considering shifting their cardiovascular practice to an ambulatory service center or office-based lab.

The speakers were:

- Matthew Comstock, DO, an interventional cardiologist and founder of the Tulsa (Okla.) Cardiovascular Center of Excellence
- Jared Leger, RN, CEO of Arise Vascular

Five key takeaways from their discussion:

1. **The advancement of outpatient technology** has driven the shift of coronary intervention from the hospital setting to ASCs. Smaller devices mean smaller incision sites that are quicker to heal, reducing bleeding risk to patients, according to Dr. Comstock. Reduced risk and fewer complications leads to increased patient satisfaction and lower overall cost.

Dr. Comstock said his practice uses Cordis' [femoral vascular closure](#) device to reduce bleeding complications and increase early ambulation during percutaneous coronary intervention, or PCI, procedures. Such technology has made performing coronary intervention procedures safer for patients, increased patient satisfaction by reducing recovery times and allowed providers to switch appropriately selected patients to an ASC setting.

2. **Switching to an outpatient setting can save Medicare and its beneficiaries millions of dollars per year.** The average reimbursement rate for the two most common PCI procedures in a hospital is around \$12,000 per case, according to Mr. Leger. Those procedures in an outpatient setting cost about \$6,000 less per case.

There are about 700,000 Medicare PCI procedures performed each year, and the centers for medicare and medicaid services has estimated that moving about 5 percent of PCI procedures from hospital outpatient settings to ASCs or OBLs would save Medicare about \$20 million per year and save beneficiaries \$5 million per year in out-of-pocket costs, Mr. Leger said. A poll conducted by Arise Vascular found that as many as 20 percent of PCI procedures currently performed in hospital outpatient settings can be moved safely to ASCs.

"As a physician, we have an obligation to not harm our patients. To me, this means both medically and financially. If I can perform the same service or procedure without any negative impact on patient outcomes for a fraction of the cost to both the patient, the insurance company and the taxpayer, then I'm doing the right thing," Dr. Comstock said.

Mr. Leger discussed the reimbursement differences between an ASC, OBL and a hospital outpatient department. While ASCs and OBLs are reimbursed less than a hospital outpatient department, they can increase profits with streamlined operations and cost management.

Cardinal helps ASCs do both with their standard and custom procedure packs. [Click here](#) to see Cardinal's catalog of standard cath lab procedure packs, as well as to learn how Cardinal can build custom kits to meet each client's exact needs.

3. Multiple clinical trials have shown that the outpatient setting is safe for coronary intervention procedures. Providers have been performing same-day discharge for PCIs in hospital outpatient settings for the last decade, Dr. Comstock said. Studies have shown that there is no significant difference in major adverse cardiac events when procedures are conducted in an ASC versus a hospital outpatient setting with appropriate patient selection.

4. The ASC setting allows physicians to have more control over their work, as physicians typically have an ownership stake in their ASC, and patients generally prefer ASCs over hospitals, Mr. Leger said.

All of Arise Vascular's facilities are physician-owned, giving physicians more of a voice and more control over their schedules.

"We are of the thought that healthcare was always intended to be run by physicians and if the physician is successful, then we're all successful," Mr. Leger said.

Patients tend to prefer ASC settings over hospital settings because they are generally lower cost, patients aren't exposed to acutely ill patients as they are in hospitals, parking is easier and the admissions and discharge processes are easier, Mr. Leger said.

5. Always let financial forecasting data drive the decision to open either an ASC, OBL or hybrid, Mr. Leger said. ASCs and OBLs are similar in that they both provide procedures in outpatient settings, but they are regulated differently and are financially very different. The decision as to which business model would work best should be based on what type of procedure will be most commonly provided, Mr. Leger said, as different procedures are reimbursed differently in an ASC versus OBL setting.

To watch the full webinar, click [here](#). To learn more about surgery center solutions offered by Cardinal Health, click [here](#).

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SCAI position statement on the performance of percutaneous coronary intervention in ambulatory surgical centers

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Abstract

The Centers for Medicare & Medicaid Services (CMS) began reimbursement for percutaneous coronary intervention (PCI) performed in ambulatory surgical centers (ASC) in January 2020. The ability to perform PCI in an ASC has been made possible due to the outcomes data from observational studies and randomized controlled trials supporting same day discharge (SDD) after PCI. In appropriately selected patients for outpatient PCI, clinical outcomes for SDD or routine overnight observation are comparable without any difference in short-term or long-term adverse events. Furthermore, a potential for lower cost of care without a compromise in clinical outcomes exists. These studies provide the framework and justification for performing PCI in an ASC. The Society for Cardiovascular Angiography and Interventions (SCAI) supported this coverage decision provided the quality and safety standards for PCI in an ASC were equivalent to the hospital setting. The current position paper is written to provide guidance for starting a PCI program in an ASC with an emphasis on maintaining quality standards. Regulatory requirements and appropriate standards for the facility, staff and physicians are delineated. The consensus document identified appropriate patients for consideration of PCI in an ASC. The key components of an ongoing quality assurance program are defined and the ethical issues relevant to PCI in an ASC are reviewed.

KEYWORDS

angioplasty, percutaneous coronary intervention, ambulatory surgery center

1 | INTRODUCTION

Interventional cardiology has undergone tremendous evolution since the initial percutaneous coronary intervention (PCI) was performed in

1977. In the early stages of procedural development, acute vessel closure occurred in almost 10% of patients, and therefore onsite cardiothoracic surgical support was required for provision of interventional coronary procedures. Over the ensuing years, advancements in

procedural technique, devices, and pharmacotherapy have led to a high proportion of procedural success with a low rate of major complications.^{1,2} During this time, the complexity of patients and procedures has increased.^{2,3} PCI without cardiothoracic surgical backup has transitioned from a Class III indication to a Class IIa indication^{4,5} and is routinely performed in the outpatient hospital setting. Furthermore, the high safety profile of the procedure and success of same-day discharge (SDD) programs have made it possible to perform elective PCI in nonhospital outpatient facilities.⁶ Performance of PCI in lower acuity settings reduces its cost.^{6,7} Because of the excellent safety profile of elective PCI and the opportunity for lowering cost, the Centers for Medicare & Medicaid Services (CMS) initiated reimbursement for PCI performed in ambulatory surgical centers (ASC) on January 1, 2020.⁸

The Society for Cardiovascular Angiography and Interventions (SCAI) supported CMS' proposal to reimburse elective PCI in the ASC setting during the public comment period in 2019.⁹ This support is contingent on the maintenance of high-quality standards as patients undergoing PCI in an ASC should receive the same quality of care as those receiving PCI as an outpatient in the hospital. This is a companion document to the SCAI Optimal PCI Therapy for Complex Coronary Artery Disease Consensus Statement differentiating appropriate patient care for PCI in the hospital and ASC setting.³ It is intended to provide guidance for the development of an ASC-based PCI program, and for established programs seeking to maintain a high standard of care.

2 | METHODS

The need for a SCAI position paper on PCI performed in an ASC was identified by a working group of the SCAI Government Relations Committee. The writing group included members of the SCAI Government Relations Committee, the SCAI Quality Committee, the SCAI Executive Committee and SCAI members with significant prior experience with PCI in an ASC.

Before appointment, members of the writing group were asked to disclose financial relationships from the 12 months prior to their nomination. Author disclosures are included in Supporting Information Table S1. Consistent with the SCAI Publications Manual of Standard Operating Procedures, <50% of the writing group had any relevant conflict of interest.¹⁰ Disclosures were periodically reviewed during document development and updated as needed. Writing group members with a current financial interest were recused from primary authorship of any relevant section of the document. The work of the writing committee was supported exclusively by SCAI, a nonprofit medical specialty society, without commercial support. Writing group members contributed to this effort on a volunteer basis and did not receive payment from SCAI.

The Writing Group found no substantive data regarding the safety and efficiency of performing PCI in the ASC setting. Therefore, this document primarily reflects expert consensus opinion. The writing group reviewed relevant clinical guidelines and consensus papers^{4,11-17} as were available regarding performing PCI in an outpatient site of service and issues relevant to SDD after outpatient PCI.

The draft manuscript was peer reviewed in February 2020, and the document was revised to address pertinent comments. The writing group unanimously approved the final version of the document. The SCAI Publications Committee and Executive Committee endorsed the document as official society guidance in May 2020.

3 | PCI IN AN AMBULATORY SURGERY CENTER

The ability to perform PCI in an ASC has been made possible due to the outcomes data from observational studies and randomized controlled trials supporting SDD after PCI.^{7,18-23} In appropriately selected patients for outpatient PCI, clinical outcomes for SDD or routine overnight observation were comparable without any difference in short-term or long-term adverse events. No safety signals were observed^{7,18-23} and SDD was associated with a lower cost of care in both the Early Discharge After Transradial Stenting of Coronary Arteries (EASY) randomized clinical trial and observational registries.^{7,22,24,25} These studies provide the framework and justification for performing PCI in an ASC.

3.1 | Potential benefits

The value proposition for performing outpatient PCI in an ASC versus the hospital outpatient environment, while dependent on consistent procedural efficacy and safety, offers improved efficiency of care, increased access to care, better patient satisfaction, and reduced cost. Advances in clinical decision making, adjunctive pharmacotherapy, and procedural technology have continuously improved the safety profile of outpatient PCI. Data from the National Cardiovascular Data Registry (CathPCI) from 1,612 hospitals ($n = 667,424$) reveal that major complications after PCI are rare, and exceedingly so for elective PCI.¹ Cautious case selection based on patient and lesion characteristics can further reduce the risk of complication in the ASC setting.

A single randomized controlled trial from Canada and an observational registry in the United States show some cost savings with SDD after elective PCI, primarily by eliminating the cost of an overnight hospital stay.^{7,22,25} The 2020 CMS-approved PCI reimbursement rates for the ASC setting are reduced by 30% as compared to the hospital outpatient setting. CMS anticipates \$20 million saved in cost, and \$5 million saved in copays, if just 5% of PCIs shift to ASCs.²⁶

3.2 | Potential drawbacks of outpatient PCI in the ASC setting

While there are potential benefits of outpatient PCI in the ASC setting, it is important to consider the drawbacks. There are extensive published data on the safety of outpatient PCI in a hospital setting, but none available for outpatient PCI safety in an ASC setting. The shift in procedural volume from hospitals to ASCs will have financial

implications for hospitals that could potentially impact their ability to provide other necessary services. Although it is expected that PCI in an ASC would decrease overall expenditure, it is possible that the actual number of PCI procedures performed may increase. It is the goal of this document to provide guidance on reducing the possibility of any negative clinical or financial outcomes.

4 | REGULATORY CONSIDERATIONS

Outpatient PCI can be currently performed in four different types of outpatient environments as defined by the CMS Place of Service (POS) Code system: POS 11 Office (ie, Office Based Lab-OBL); POS 19 Off Campus-Outpatient Hospital; POS 21 On Campus-Outpatient Hospital; and POS 24 Ambulatory Surgical Center (ASC).²⁷ Prior to the new rule, Medicare only provided reimbursement for PCI in hospital-based settings. The rule enacted by CMS adds Medicare payment for PCI in the ASC setting but not in office-based labs (OBLs). An ASC must meet the criteria outlined by Medicare found in the Code for Federal Regulations (CFR) Title 42: Public Health, Part 416: ASCs.²⁸ The ASC must also meet any additional state level requirements, which are typically more stringent than those for OBLs.²⁹ The CMS rule has added coronary angioplasty and coronary stenting codes to the ASC Covered Procedure List establishing payment for six PCI Current Procedural Terminology (CPT) codes (Table 1).⁸ Notably, PCI for coronary artery bypass grafts, chronic total occlusions (CTO), myocardial infarction or coronary atherectomy will not be reimbursed in an ASC site of service. It was the expressed written opinion by SCAI to CMS that these higher risk lesion subsets not be reimbursed in the ASC setting until more safety data are available regarding PCI in an ASC for lower-risk lesions.⁸ However, SCAI strongly endorses reimbursement for physiologic and intravascular imaging studies, such as fractional flow reserve (FFR), intravascular ultrasound (IVUS) and Optical Coherence Tomography (OCT), respectively, in an ASC. The reimbursement, availability and utilization of these studies would likely lead to reduced inappropriate PCI and improved clinical outcomes.

Before an ASC can serve governmental payor beneficiaries, the entity must have an agreement with CMS to participate in Medicare as an ASC. Specific federal conditions for coverage can be found on the CMS website.³⁰ The first condition for coverage states that "The ASC must comply with State licensure requirements," and, therefore, to be eligible for CMS ASC Certification, the Catheterization Laboratory (Cath Lab) must first be licensed as an ASC in that individual state. Furthermore, regulation of the performance of PCI is under state jurisdiction and state licensing criteria that ASCs must meet prior to certification. Not all states allow the performance of PCI in the ASC setting. Some states require a certificate-of-need for a new Cath Lab, which is issued based on proof that the facility fulfills an unmet need in the community. Those considering starting an ASC-based PCI program should understand the legal requirements within their state.

Many ASCs choose to go through voluntary accreditation processes. Accreditation is sometimes referred to as a "third party survey" and is not mandatory for ASCs by federal regulations or to be

TABLE 1 CPT codes approved for reimbursement by CMS

CY 2020 procedural code	CY 2020 procedural code long descriptor
CPT Code 92920	Percutaneous transluminal coronary angioplasty; single major coronary artery or branch
CPT Code 92921	Percutaneous transluminal coronary angioplasty; each additional branch of a major coronary artery (list separately in addition to code for primary procedure)
CPT Code 92928	Percutaneous transcatheter placement of intracoronary stent(s), with coronary angioplasty when performed; single major coronary artery or branch
CPT Code 92929	Percutaneous transcatheter placement of intracoronary stent(s), with coronary angioplasty when performed; each additional branch of a major coronary artery (list separately in addition to code for primary procedure)
HCPS Code C9600	Percutaneous transcatheter placement of drug eluting intracoronary stent(s), with coronary angioplasty when performed; single major coronary artery or branch
HCPS Code C9601	Percutaneous transcatheter placement of drug-eluting intracoronary stent(s), with coronary angioplasty when performed; each additional branch of a major coronary artery (list separately in addition to code for primary procedure)

Abbreviations: CPT, Current Procedural Terminology; HCPCS, Healthcare Procedure Coding System.

contracted with CMS Medicare/Medicaid. However, accreditation may be mandatory in some states and with some payers. ASCs can seek accreditation from one of several accrediting bodies: The Accreditation Association for Ambulatory Health Care, Inc (AAAHC), The Joint Commission, or The American Association for Accreditation of Ambulatory Surgery Facilities (AAAASF), and Healthcare Facilities Accreditation Program (HFAP).

Finally, the ASC's governing body must appoint an individual who has appropriate qualifications in accordance with State and Federal regulations to provide oversight of radiation issues.

5 | STANDARDS

This writing group believes that a PCI Cath Lab in an ASC needs to meet the standards outlined in the 2012 ACC/SCAI Expert Consensus Document on Cardiac Catheterization Laboratory Standards.¹¹ The document describes facility design and standards for safe performance of PCI with assurance of staff safety. The document also addresses the requirement of adequate staffing to provide the required level of procedural and periprocedural care and operator competency standards.

5.1 | Facility and equipment standards

Cath Labs must be designed in accordance with industry standards. National organizations, such as the Facilities Guidelines Institute, may be used as a resource to evaluate Cath Lab design and construction.^{6,31} Proper safety precautions including adequate radiation shielding for patients and personnel and personal radiation monitoring devices must be maintained.³² There must be a distinct room within the ASC where patients recover immediately postprocedure. A "room" consists of an area with at least semipermanent walls from floor to ceiling separating it from other areas of the ASC. Adequate equipment for postprocedure monitoring such as telemetry, automated blood pressure cuffs, and pulse oximetry must be available.

The ASC must be equipped with the necessary supplies for PCI. Equipment must also be available to address potentially catastrophic complications, including:

- Pericardiocentesis tray.
- Echocardiography/ultrasound capable of assessing for pericardial effusions.
- Temporary transvenous pacemaker.
- Covered stents.
- Mechanical circulatory support (eg, intra-aortic balloon pump).
- Advanced Cardiac Life Support (ACLS) supplies, medications, and equipment including a defibrillator and a ventilator.
- On-site ASC provider with expertise in endotracheal intubation and airway management.

In addition to emergency equipment, the facility should be capable of performing physiologic lesion assessment. Either IVUS or OCT should also be available for anatomic lesion and stent assessment. Peripheral vascular ultrasound availability is important for safe access and the ability to measure point-of-care activated clotting time is essential.

5.2 | Procedural and periprocedural standards

The SCAI 2016 Best Practices in the Cardiac Catheterization Laboratory document should serve as a guide for clinical management.¹⁴ All staff involved in direct patient care should be ACLS certified. The ASC must ensure that the nursing service is directed under the leadership of an RN. There must be sufficient nursing staff with the appropriate qualifications to address the nursing needs of all the patients. A mechanism to notify other health care personnel in the ASC of any patient emergency should be in place. Finally, the ASC must follow the American Society of Anesthesiology guidelines for sedation.³³

5.3 | Transfer protocols

For medical emergencies requiring care beyond the capabilities of the ASC, an efficient procedure must be in place to facilitate immediate

patient transfer from the ASC to an appropriate receiving hospital. A receiving facility should be located within 60 min travel time by ground or air transportation.¹³ Ideally, a written transfer agreement would be in place between the ASC and the receiving facility even though this formality is not mandated by CMS.³⁴ The local receiving hospital must be either a Medicare-participating hospital, or a nonparticipating hospital meeting emergency services payment requirements per CMS guidelines. An "effective procedure" for immediate emergency transfers includes having an established written policy that addresses the circumstances warranting transfer, parties involved in the transfer decision on both the transferring and receiving end, accompanying documentation, emergency medical services (EMS) communication, and communication with the receiving facility at both a physician and nursing level. The ASC must also have an effective protocol with ambulance services and/or medical flight services to transfer patients requiring emergency services to a management capable hospital in an expedited fashion. An appropriate communication plan must be in place between the ASC and emergency transfer services. There must be evidence that the staff are aware of, and can implement the ASC's policy immediately upon development of, a medical emergency. The ASC must provide emergency care within its capabilities and initiate stabilizing treatment until the patient is transferred.

5.4 | Operator standards

The interventional cardiologist performing the PCI procedure must be licensed in the state in which the ASC is located and must practice within the scope of his/her license. Each physician performing procedures in the ASC must have been determined to be qualified and have been granted privileges under rules established by the governing body of the ASC. The ASC must have written policies and procedures that address the criteria for clinical staff privileges in the ASC and the process that the governing body uses when reviewing physician credentials, determining whether to grant privileges and defining the scope of privileges for each physician. Although all credentialing decisions are local, SCAI strongly endorses interventional fellowship training, board certification, and a minimum annual volume of at least 50 PCI procedures per operator.¹⁶ SCAI also cautions against newly trained interventional cardiologists performing PCI in the ASC setting. The initial guideline for PCI without on-site surgical backup suggested >500 interventions as a primary operator.³⁵ It is recognized that this number may be difficult to reach in the current era, but it is the opinion of SCAI that PCI in an ASC be performed by experienced operators with an established record of acceptable outcomes. These concerns are of even greater importance in an ASC where additional providers may not be available to assist as the clinical need of the patient dictates.

The governing body is required to solicit the opinion of qualified medical personnel on the competence of the applicant for privileges. ASCs should consider seeking the recommendation of qualified outside physicians when they do not have the appropriate in-house expertise to evaluate the competency of the applicant for privileges. Medical staff privileges must be periodically reappraised by the ASC.

An explicit written policy should indicate how the medical staff is held accountable by the governing body. It is possible for an ASC to be owned and operated by one physician who is both the sole member of the governing body and also the sole member of the ASC's medical staff. In such cases, the physician owner must still implement a formal process for complying with all medical staff regulatory requirements.

6 | SCOPE OF PROCEDURES

Although many cardiovascular procedures can potentially be performed in an ASC, this position paper addresses adult PCI and diagnostic cardiac procedures only. Previously, procedures that may be unsuitable for PCI without on-site cardiac surgery have been described^{11,13} and similar cautions apply to ASCs. As in the hospital setting, PCI may be performed "ad hoc" with a similar decision-making process.¹² However, there are additional concerns unique to the ASC setting that must be considered when proceeding to PCI.

6.1 | Appropriate patients and procedures

A concurrent SCAI document detailing state-of-the-art practice for complex CAD provides guidance regarding site performance locations for such patients.³ PCI in patients with high-risk clinical features should be avoided in the ASC setting (Table 2). Lesions with complex features and those associated with higher complication rates should also be avoided in an ASC setting (Table 3). Elective procedures possibly requiring mechanical circulatory support should not be performed in ASCs, although the ability to emergently insert an intra-aortic balloon pump should be readily available.

TABLE 2 Unfavorable patient conditions warranting PCI deferment to the hospital setting

- 1 Decompensated CHF (NYHA class 3–4)
- 2 Recent TIA/stroke (<8 weeks)
- 3 Left ventricular ejection fraction <30%
- 4 Chronic kidney disease with an estimated glomerular filtration rate < 45 ml/min/1.73 m²
- 5 Anemia (Hgb < 9 g/dl) or coagulopathy (eg, INR >1.5 or platelet count <100 K)
- 6 Acute coronary syndrome
- 7 Severe pulmonary hypertension or disease (advanced COPD or patients on supplemental oxygen)
- 8 Unprotected left main stenosis or three-vessel CAD
- 9 Any cardiac or noncardiac signs of clinical instability
- 10 Significant PAD limiting femoral and radial access
- 11 Severe aortic stenosis
- 12 Severe contrast allergy
- 13 Operator judgment on other condition(s)

Abbreviations: CAD, coronary artery disease; CHF, congestive heart failure; COPD, chronic obstructive pulmonary disease; Hgb, hemoglobin; INR, international normalized ratio; PAD, peripheral artery disease; TIA, transient ischemic attack.

Diagnostic procedures (eg, left and right heart catheterization, coronary and graft angiography) are appropriate for ASCs. Invasive diagnostic testing that involves intravascular imaging (IVUS and/or OCT) or functional evaluation (FFR and/or resting indices) and coronary angioplasty and stenting are appropriate in an ASC. As discussed earlier, bypass graft PCI, coronary atherectomy, CTO PCI and PCI for acute coronary syndromes have higher complication rates and should be avoided in the ASC setting. These procedures are also not reimbursed by CMS when performed in an ASC. Until safety for lower risk PCI in an ASC can be demonstrated across the country in large populations, these and other more complex interventions should be restricted to a hospital environment.³ The SCAI PCI risk calculator may be a useful tool for guiding decisions regarding the most appropriate setting for a specific patient. The calculator can be accessed at www.scaipciriskapp.org.

Only patients who are appropriate for SDD should be considered for intervention in an ASC. The 2018 SCAI Expert Consensus Document on Length of Stay Following PCI provides guidance on patient suitability for SDD.¹⁷ However, not all patients that might be suitable for SDD in the hospital setting are appropriate for ASC-based PCI. The ASC setting does not provide the option of easily converting a patient to overnight observation. For example, a bifurcation intervention might be suitable for SDD but if there is side branch loss it would need to be converted to an overnight stay. The probability of such an event must be carefully considered in the ASC setting. Another consideration is the lack of ancillary support in the ASC setting. Patients that might require additional resources postprocedure (eg, respiratory therapy, dialysis) would not be appropriate for the ASC setting. Patients must also have transportation home, adequate social support and reliable follow-up.

It is recommended that all ASC PCI facilities have a protocol in place that guides patient selection and procedural decision making. All operators should be educated on the protocol and monitored for adherence. Copies of the protocol should be kept on-site and readily accessible to all operators and staff. A suggested protocol is depicted in Figure 1 and Table 4. It is also encouraged that a "radial first" approach be utilized for ASC PCI. Radial access is ideal in the ASC setting to minimize bleeding, access site complications, reduce staff workload, and decrease the risk of an overnight observation for femoral access site concerns.¹⁵

TABLE 3 Complex or high-risk lesion characteristics warranting PCI deferment to the hospital setting

- 1 Bifurcation lesions with significant side branch involvement
- 2 Severe lesion calcification
- 3 Extremely angulated segment or excessive proximal tortuosity
- 4 Bypass graft lesions
- 5 Chronic total occlusions
- 6 Other vessel characteristics that the operator judges would impede stent deployment
- 7 Thrombus in target vessel or lesion
- 8 Unprotected left main lesions
- 9 Last remaining conduit
- 10 Possible need for upfront mechanical circulatory support

7 | ONGOING QUALITY

PCI in the ASC site of service should be performed with the same expectations for quality as in the hospital. A quality program must be in place to evaluate procedure appropriateness, technical performance, and assurance of quality of care. The SCAI/ACC/AHA Expert Consensus Document on PCI Without On-Site Surgical Backup contains recommendations applicable in the ASC setting.¹³ In addition, key components of a recommended quality program have been recently outlined by SCAI but would need to be modified to account for the ASC environment.¹⁴ Key topics to cover for ASCs are outlined in Table 5.

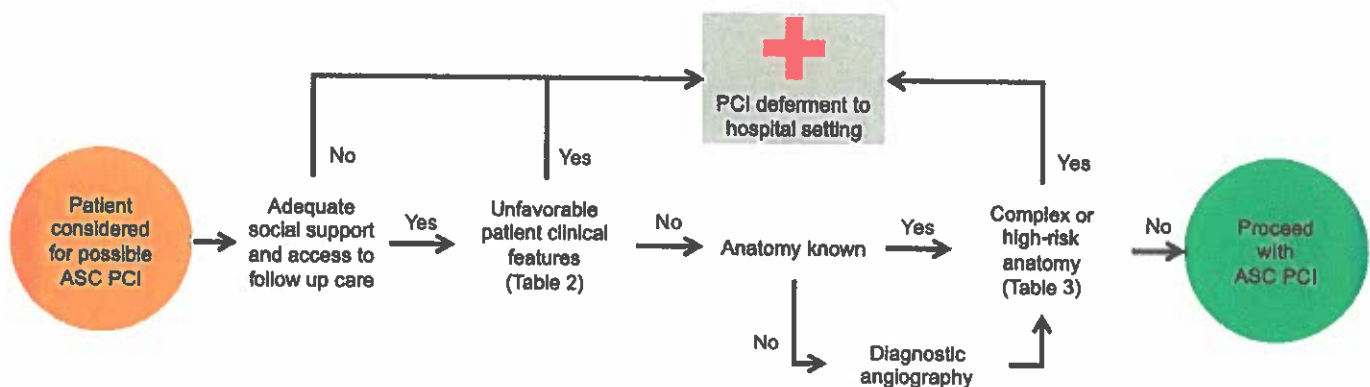
Participation in a PCI registry that is specifically designed or modified for the ASC setting will be necessary for ongoing quality assurance. This can be accomplished by the creation of a new outpatient PCI registry or through leveraging existing national cardiovascular registries, such as the NCDR CathPCI registry. Registry data should be used to monitor PCI operator and institutional volumes, outcomes, and procedural appropriateness.³⁶ This would allow benchmarking, establishment of performance standards and appropriate risk adjustment for evaluation of outcomes. There is no current registry specific to PCI in an ASC. The Outpatient Endovascular and Interventional Society (OEIS) has developed a national registry that is a Qualified Clinical Data Registry (QCDR) focused on outcomes within outpatient interventional suites (OIS) and ASCs.^{37,38} While this QCDR only supports a peripheral vascular interventional module, the OEIS plans to offer a single cardiac module specifically focused on all cardiac interventions performed in the OIS and ASC. The NCDR CathPCI registry is well established but does not yet accept submission of data from ASCs and does not include metrics specific to the ASC site of service. The development of a registry suitable for assessing ASC PCI quality metrics is needed. It is imperative that such a registry be developed with consideration of the potential administrative burden that participation might have on an ASC and should only include essential quality assurance metrics.

Data abstraction teams, as are typically found in the hospital setting, may not be financially sustainable in the ASC environment at the current reimbursement rates.

CMS is finalizing the Ambulatory Surgical Center Quality Reporting (ASCQR) Program to enhance the quality of care in the outpatient surgical setting. The ASCQR Program is a pay-for-reporting quality program for the ASC setting that requires an ASC to meet quality reporting requirements or else undergo a 2.0 percentage point reduction in its annually updated fee schedule. Relevant patient safety measures that are currently reported to CMS include all-cause hospital transfer/admission.³⁷ These measures for ASCs were developed because the transfer or admission of a surgical patient from an outpatient setting to an acute care setting could be an indication of a complication, serious medical error or other unplanned negative patient outcome. The ASCQR program should be improved with specific SCAI-recommended measures that would help better evaluate the safety of PCI in the ASC setting.

8 | ETHICAL CONSIDERATIONS

All ASC operations and clinical care must be conducted consistent with The American Medical Association Code of Medical Ethics.³⁹ The physician and the ASC have an ethical duty to place patient's interests first. This core value should guide the ASC's code of conduct. Ownership in an ASC presents a potential conflict of interest that requires active guidance, policy development and approaches to address this issue. ASC ownership may include a combination of physician investors and/or a regional/national business enterprise. In addition to the ownership of the ASC, physician-owned intermediaries (POI) have been developed to provide additional potential financial compensation via the sale of medical devices to the ASC. This provides a potential conflict as medical decision making could be impacted by implanting devices that result in a financial benefit to the



ASC=Ambulatory Surgical Center; PCI=percutaneous coronary intervention; Table 2. Unfavorable Patient Conditions Warranting PCI Deferment to the Hospital Setting; Table 3. Complex or High-Risk Lesion Characteristics Warranting PCI Deferment to the Hospital Setting

FIGURE 1 Patient pathway for ambulatory surgical center percutaneous coronary intervention (ASC PCI; Tables 2 and 3)

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TABLE 4 Ambulatory surgical center PCI performance checklist*Prescheduling assessment:*

- Confirmed transportation after procedure
- Adequate social support at home. Adequate caregiver at home the evening of discharge
- Patient resides or stays in close geographic proximity (≤ 30 min driving time) to a hospital capable of providing emergency care for complications that could occur after discharge
- No unfavorable patient clinical features or PCI indications (Table 2)
- No known complex/high-risk anatomical features (Table 3)
- Patient fully understands plans for ASC PCI and same day discharge

Morning of procedure assessment:

- Transportation, social support and postdischarge geographic location confirmed
- Patient signed informed consent and disclosures regarding relevant financial interests of the interventional physician
- Patient evaluated by physician and confirmed to be appropriate for ASC PCI

Post-PCI assessment:

- Favorable PCI features:
 - Successful PCI: $<30\%$ residual stenosis with final TIMI 3 flow
 - Transradial approach (preferred but not mandatory)
 - Successful access site hemostasis
- Unfavorable PCI features (consider patient transfer to hospital setting if present)
 - Loss of side branch >1 mm in diameter
 - Significant no-reflow during the procedure
 - NHLBI Type B-F dissection in the target vessel at the end of the procedure
 - Intracoronary thrombus that arose during the procedure
 - Transient vessel closure during the procedure likely to precipitate significant infarction
 - Vascular access complication
 - Any cardiac or noncardiac instability during PCI
 - At the discretion of the attending physician
 - Patient preference to stay overnight

Predischarge assessment:

- Absence of chest pain, access site hematoma and cardiac rhythm abnormalities
- Four hours of observation completed
- ECG prior to dismissal reviewed and without significant change
- Follow-up appointment scheduled within 1–2 weeks
- Patient is able to obtain DAPT and other prescriptions by the following morning
- Patient accompanied by an adult at the time of discharge and at home

Abbreviations: ASC, ambulatory surgical center; DAPT, dual antiplatelet therapy; ECG, electrocardiogram; NHLBI, National Heart Lung and Blood Institute; PCI, percutaneous coronary intervention; TIMI, thrombolysis in myocardial infarction.

physician and/or ASC. The three types of POI include the distributor POI, manufacturer POI and the group purchasing organization.

Important principles to consider in order to address this issue are as follows:

TABLE 5 Key features of a high-quality ASC PCI program

Preprocedural	Procedural	Postprocedural
Appropriate informed consent including risk of transfer for complications	Established criteria for high-risk coronary anatomy that require transfer for safe PCI performance	Appropriate documentation of required data elements for cath and PCI reporting
Appropriately trained staff and PCI operators	Appropriate training/supplies for conscious sedation	Registry participation to evaluate procedural outcomes and appropriateness
Established quality insurance program for continuous peer review of quality and outcomes	Emergency preparedness protocols in place	Established criteria for clinical indications for transfer to acute care facility
Written transfer agreements with hospitals and surgeons	Mock transfer drills with EMS and "receiving" hospital	Evaluation of acute care required within 1 month after discharge
Established clinical criteria for determination of high-risk patients	Ability for real-time image review for CT surgical consultation	Appropriate clinical follow-up scheduled within 1–2 weeks of PCI

Abbreviations: EMS, Emergency Medical Services; PCI, percutaneous coronary intervention.

1. Remuneration should not be based on utilization and/or referrals. Neither the ASC, nor other investors, should provide loans to potential new physician investors.
2. Fee splitting is illegal. Payment by a physician to another physician/clinician for referrals should not occur.
3. A robust quality assurance and utilization review program should be implemented to monitor physician self-referral.
4. Referral to the ASC versus hospital should be determined by medical policy developed on evidence- or consensus-based principles.
5. Administrators/management should not pressure physician investors who select alternative sites for patients to receive care.
6. Policies should be developed that support the ability of physicians to care for patients more likely to experience disparities in care based on social demographics and/or insurance status.

Federal law, including Stark Law exceptions and Anti-Kickback Statute safe harbors, coupled with ethical principles, dictate that the physician must disclose both ownership and additional compensation factors to patients making informed choices. Ideally, disclosures would be performed before the patient arrives at the ASC for a procedure. Best practices would include:

1. Disclosure to the patient of ownership interest.
2. Disclosure to the patient of additional structure, which impacts physician compensation.

3. Disclosure, when requested by the patient, of a full list of investors.
4. Information regarding alternative choices including other ASCs and hospitals for patients.

9 | CONCLUSION

Interventional cardiology continues to be an innovative and rapidly evolving field that offers increasing safety for selected patients undergoing PCI. As performing PCI in an ambulatory environment can be performed safely and is now reimbursed, it is important to establish the optimal strategy and model to keep doing so. The decision to perform PCI in an ASC must be made in the context of the local healthcare environment, while initiation of an ASC PCI program requires transparent adherence to state and federal regulations and operational standards. Patients should receive the same quality of care regardless of the procedural site of service and ongoing quality assurance monitoring will be imperative for the long-term success of this endeavor. This SCAI writing group believes that it has laid a foundation of principles to promote safe performance of elective PCI in ambulatory surgery centers.

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REFERENCES

1. Masoudi FA, Ponirakis A, de Lemos JA, et al. Trends in U.S. Cardiovascular Care: 2016 report from 4 ACC National Cardiovascular Data Registries. *J Am Coll Cardiol*. 2017;69(11):1427-1450.
2. Waldo SW, Gokhale M, O'Donnell CI, et al. Temporal trends in coronary angiography and percutaneous coronary intervention: insights from the VA clinical assessment, reporting, and tracking program. *JACC Cardiovasc Interv*. 2018;11(9):879-888.
3. Riley. SCAI Statement on Complex PCI; 2020.
4. Levine GN, Bates ER, Blankenship JC, et al. ACCF/AHA/SCAI guideline for percutaneous coronary intervention. A report of the American College of Cardiology Foundation/American Heart Association task force on practice guidelines and the Society for Cardiovascular Angiography and Interventions. *J Am Coll Cardiol*. 2011;58(24):e44-e122.
5. Smith SC Jr et al. ACC/AHA/SCAI 2005 guideline update for percutaneous coronary intervention: a report of the American College of Cardiology/American Heart Association task force on practice guidelines (ACCF/AHA/SCAI Writing Committee to update the 2001 guidelines for percutaneous coronary intervention). *J Am Coll Cardiol*. 2006;47(1):e1-e121.
6. Carr JG. Office-based labs: an evolving HealthCare model. *Catheter Lab Digest*. 2017;25(11).
7. Amin AP, Pinto D, House JA, et al. Association of same-day discharge after elective percutaneous coronary intervention in the United States with costs and outcomes. *JAMA Cardiol*. 2018;3(11):1041-1049.
8. Centers for Medicaid and Medicare Services, *Medicare Program; CY 2020 Revisions to Payment Policies Under the Physician Fee Schedule and Other Changes to Part B Payment Policies; Medicare Shared Savings Program Requirements; Medicaid Promoting Interoperability Program Requirements for Eligible Professionals; Establishment of an Ambulance Data Collection System; Updates to the Quality Payment Program; Medicare Enrollment of Opioid Treatment Programs and Enhancements to Provider Enrollment Regulations Concerning Improper Prescribing and Patient Harm; and Amendments to Physician Self-Referral Law Advisory Opinion Regulations Final Rule; and Coding and Payment for Evaluation and Management, Observation and Provision of Self-Administered Esketamine Interim Final Rule*.
9. Mahmud E. In: Verma S, ed. SCAI Comments Letter Regarding CMS Proposed Rule CMS-1717-P. Washington, DC; 2019.
10. Szerlip M, Feldman DN, Aronow HD, et al. SCAI publications committee manual of standard operating procedures. *Catheter Cardiovasc Interv*. 2020;96(1):145-155. <https://doi.org/10.1002/ccd.28754>.
11. Bashore TM, Balter S, Barac A, et al. 2012 American College of Cardiology Foundation/Society for Cardiovascular Angiography and Interventions expert consensus document on cardiac catheterization laboratory standards update: American College of Cardiology Foundation Task Force on expert consensus documents Society of Thoracic Surgeons Society for Vascular Medicine. *Catheter Cardiovasc Interv*. 2012;80(3):E37-E49.
12. Blankenship JC, Gigliotti OS, Feldman DN, et al. Ad hoc percutaneous coronary intervention: a consensus statement from the Society for Cardiovascular Angiography and Interventions. *Catheter Cardiovasc Interv*. 2013;81(5):748-758.
13. Dehmer GJ, Blankenship JC, Cilingiroglu M, et al. SCAI/ACC/AHA expert consensus document: 2014 update on percutaneous coronary intervention without on-site surgical backup. *Catheter Cardiovasc Interv*. 2014;84(2):169-187.
14. Naidu SS, Aronow HD, Box LC, et al. SCAI expert consensus statement: 2016 best practices in the cardiac catheterization laboratory: (endorsed by the cardiological society of India, and sociedad Latino Americana de Cardiologia intervencionista; affirmation of value by the Canadian association of interventional cardiology-Association canadienne de cardiologie d'intervention). *Catheter Cardiovasc Interv*. 2016;88(3):407-423.
15. Shroff AR, Gulati R, Drachman DE, et al. SCAI expert consensus statement update on best practices for transradial angiography and intervention. *Catheter Cardiovasc Interv*. 2020;95(2):245-252.
16. Writing Committee Members et al. ACCF/AHA/SCAI 2013 update of the clinical competence statement on coronary artery interventional procedures: a report of the American College of Cardiology Foundation/American Heart Association/American College of Physicians Task Force on Clinical Competence and Training (writing committee to revise the 2007 clinical competence statement on cardiac interventional procedures). *Catheter Cardiovasc Interv*. 2013;82(2):E69-E111.
17. Seto AH, Shroff A, Abu-Fadel M, et al. Length of stay following percutaneous coronary intervention: an expert consensus document update from the society for cardiovascular angiography and interventions. *Catheter Cardiovasc Interv*. 2018;92(4):717-731.
18. Abdelaal E, Rao SV, Gilchrist IC, et al. Same-day discharge compared with overnight hospitalization after uncomplicated percutaneous coronary intervention: a systematic review and meta-analysis. *JACC Cardiovasc Interv*. 2013;6(2):99-112.
19. Bertrand OF, de Larochelière R, Rodés-Cabau J, et al. A randomized study comparing same-day home discharge and abciximab bolus only to overnight hospitalization and abciximab bolus and infusion after transradial coronary stent implantation. *Circulation*. 2006;114(24):2636-2643.
20. Heyde GS, Koch KT, de Winter RJ, et al. Randomized trial comparing same-day discharge with overnight hospital stay after percutaneous coronary intervention: results of the elective PCI in outpatient study (EPOS). *Circulation*. 2007;115(17):2299-2306.
21. Madan M, Bagai A, Overgaard CB, et al. Same-day discharge after elective percutaneous coronary interventions in Ontario, Canada. *J Am Heart Assoc*. 2019;8(13):e012131.

22. Rymer JA, O'Donnell CI, Plomondon ME, et al. Same-day discharge among patients undergoing elective PCI: insights from the VA CART program. *Am Heart J*. 2019;218:75-83.
23. Taxiarchi P, Kontopantelis E, Martin GP, et al. Same-day discharge after elective percutaneous coronary intervention: insights from the British Cardiovascular Intervention Society. *JACC Cardiovasc Interv*. 2019;12(15):1479-1494.
24. Bertrand OF, Rodés-Cabau J, Larose É, et al. One-year clinical outcome after abciximab bolus-only compared with abciximab bolus and 12-hour infusion in the Randomized EARly Discharge after Transradial Stenting of Coronary Arteries (EASY) Study. *Am Heart J*. 2008;156(1):135-140.
25. Rinfret S, Kennedy WA, Lachaine J, et al. Economic impact of same-day home discharge after uncomplicated transradial percutaneous coronary intervention and bolus-only abciximab regimen. *JACC Cardiovasc Interv*. 2010;3(10):1011-1019.
26. Services, C.f.M.a.M. *Changes to Hospital Outpatient Prospective Payment and Ambulatory Surgical Center Payment Systems and Quality Reporting Programs; Revisions of Organ Procurement Organizations Conditions of Coverage; Prior Authorization Process and Requirements for Certain Covered Outpatient Department Services; etc.* 2019;(84 FR 61142):61142-61492.
27. Center for Medicare and Medicaid Services. *Place of Service Code Set*; October 2019. www.cms.gov/medicare/coding/place-of-service-codes/Place_of_Service_Code_set. Accessed January 05, 2020.
28. Government Publishing Office. *Part 416—Ambulatory Surgical Centers*; February 6, 2020. [https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&sid=38af2161b33de70fc35286fdbee57ca6&rgn=div5&view=text&node=42:3.0.1.1.3&idno=42" \ | "se42.3.416_130](https://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&sid=38af2161b33de70fc35286fdbee57ca6&rgn=div5&view=text&node=42:3.0.1.1.3&idno=42). Accessed January 05, 2020.
29. Jain K. *Office-Based Endovascular Centers*. St. Louis, MO: Elsevier; 2020.
30. Centers for Medicare and Medicaid Services. *The State Operation Manual*.
31. Institute, F.G. *Facilities Guidelines Institute: Guidelines for Design and Construction of Outpatient Facilities*. <https://fgguidelines.org/>. Accessed January 05, 2020.
32. Writing Committee Members et al. 2018 ACC/HRS/NASCI/SCAI/SCCT expert consensus document on optimal use of ionizing radiation in cardiovascular imaging—best practices for safety and effectiveness, part 2: radiological equipment operation, dose-sparing methodologies, patient and medical personnel protection. *Catheter Cardiovasc Interv*. 2018;92(2):222-246.
33. Analgesia, A.S.o.A.T.F.o.M.P.S.a. Practice guidelines for moderate procedural sedation and analgesia 2018: a report by the American Society of Anesthesiologists Task Force on moderate procedural sedation and analgesia, the American Association of Oral and Maxillofacial Surgeons, American College of Radiology, American Dental Association, American Society of Dentist Anesthesiologists, and Society of Interventional Radiology. *Anesthesiology*. 2018;128(3):437-479.
34. Services, C.f.M.a.M. *Omnibus Burden Reduction (Conditions of Participation) Final Rule CMS-3346-F*; September 26, 2019; <https://www.cms.gov/newsroom/fact-sheets/omnibus-burden-reduction-conditions-participation-final-rule-cms-3346-f>. Accessed January 05, 2020.
35. Dehmer GJ. PCI without on-site surgical backup. *Catheter Cardiovasc Interv*. 2007;69(4):618-622.
36. Patel MR, Calhoon JH, Dehmer GJ, et al. ACC/AATS/AHA/ASE/ASNC/SCAI/SCCT/STS 2017 appropriate use criteria for coronary revascularization in patients with stable ischemic heart disease: a report of the American College of Cardiology Appropriate use Criteria Task Force, American Association for Thoracic Surgery, American Heart Association, American Society of Echocardiography, American Society of Nuclear Cardiology, Society for Cardiovascular Angiography and Interventions, Society of Cardiovascular Computed Tomography, and Society of Thoracic Surgeons. *J Am Coll Cardiol*. 2017;69(17):2212-2241.
37. Center for Medicare and Medicaid Services. *Ambulatory Surgical Centers Quality Reporting Center*; 2019. <https://www.qualityreportingcenter.com/en/ascqr-program/ascqr-program-tools-and-resources/>. Accessed January 05, 2020.
38. Outpatient Endovascular and Interventional Society. *OEIS National Registry Overview*; 2019. <https://oelsociety.com/oel-national-registry/oel-national-registry-overview/>. Accessed January 05, 2020.
39. American Medical Association. *AMA Code of Medical Ethics*. www.ama-assn.org/topics/ama-code-medical-ethics. Accessed January 05, 2020.

SUPPORTING INFORMATION

Additional supporting information may be found online in the Supporting Information section at the end of this article.

How to cite this article: Box LC, Blankenship JC, Henry TD, et al. SCAI position statement on the performance of percutaneous coronary intervention in ambulatory surgical centers. *Catheter Cardiovasc Interv*. 2020;96:862-870. <https://doi.org/10.1002/ccd.28991>

The benefits of shifting cardiovascular procedures to outpatient settings

Cardiovascular procedures are increasingly moving from hospitals to outpatient settings, and are being performed in ambulatory surgery centers. That change can save the patient, provider and payer money by allowing the patient to avoid an overnight hospital stay.

During a May 26 webinar sponsored by Cardinal Health, and hosted by *Becker's Hospital Review*, industry experts discussed the benefits of an outpatient setting and offered advice to providers considering shifting their cardiovascular practice to an ambulatory service center or office-based lab.

The speakers were:

- Matthew Comstock, DO, an interventional cardiologist and founder of the Tulsa (Okla.) Cardiovascular Center of Excellence
- Jared Leger, RN, CEO of Arise Vascular

Five key takeaways from their discussion:

1. The advancement of outpatient technology has driven the shift of coronary intervention from the hospital setting to ASCs. Smaller devices mean smaller incision sites that are quicker to heal, reducing bleeding risk to patients, according to Dr. Comstock. Reduced risk and fewer complications leads to increased patient satisfaction and lower overall cost.

Dr. Comstock said his practice uses Cordis' [femoral vascular closure](#) device to reduce bleeding complications and increase early ambulation during percutaneous coronary intervention, or PCI, procedures. Such technology has made performing coronary intervention procedures safer for patients, increased patient satisfaction by reducing recovery times and allowed providers to switch appropriately selected patients to an ASC setting.

2. Switching to an outpatient setting can save Medicare and its beneficiaries millions of dollars per year. The average reimbursement rate for the two most common PCI procedures in a hospital is around \$12,000 per case, according to Mr. Leger. Those procedures in an outpatient setting cost about \$6,000 less per case.

There are about 700,000 Medicare PCI procedures performed each year, and the centers for medicare and medicaid services has estimated that moving about 5 percent of PCI procedures from hospital outpatient settings to ASCs or OBLs would save Medicare about \$20 million per year and save beneficiaries \$5 million per year in out-of-pocket costs, Mr. Leger said. A poll conducted by Arise Vascular found that as many as 20 percent of PCI procedures currently performed in hospital outpatient settings can be moved safely to ASCs.

"As a physician, we have an obligation to not harm our patients. To me, this means both medically and financially. If I can perform the same service or procedure without any negative impact on patient outcomes for a fraction of the cost to both the patient, the insurance company and the taxpayer, then I'm doing the right thing," Dr. Comstock said.

Mr. Leger discussed the reimbursement differences between an ASC, OBL and a hospital outpatient department. While ASCs and OBLs are reimbursed less than a hospital outpatient department, they can increase profits with streamlined operations and cost management.

Cardinal helps ASCs do both with their standard and custom procedure packs. [Click here](#) to see Cardinal's catalog of standard cath lab procedure packs, as well as to learn how Cardinal can build custom kits to meet each client's exact needs.

3. **Multiple clinical trials have shown that the outpatient setting is safe** for coronary intervention procedures. Providers have been performing same-day discharge for PCIs in hospital outpatient settings for the last decade, Dr. Comstock said. Studies have shown that there is no significant difference in major adverse cardiac events when procedures are conducted in an ASC versus a hospital outpatient setting with appropriate patient selection.

4. **The ASC setting allows physicians to have more control over their work**, as physicians typically have an ownership stake in their ASC, and patients generally prefer ASCs over hospitals, Mr. Leger said.

All of Arise Vascular's facilities are physician-owned, giving physicians more of a voice and more control over their schedules.

"We are of the thought that healthcare was always intended to be run by physicians and if the physician is successful, then we're all successful," Mr. Leger said.

Patients tend to prefer ASC settings over hospital settings because they are generally lower cost, patients aren't exposed to acutely ill patients as they are in hospitals, parking is easier and the admissions and discharge processes are easier, Mr. Leger said.

5. **Always let financial forecasting data drive the decision** to open either an ASC, OBL or hybrid, Mr. Leger said. ASCs and OBLs are similar in that they both provide procedures in outpatient settings, but they are regulated differently and are financially very different. The decision as to which business model would work best should be based on what type of procedure will be most commonly provided, Mr. Leger said, as different procedures are reimbursed differently in an ASC versus OBL setting.

To watch the full webinar, click [here](#). To learn more about surgery center solutions offered by Cardinal Health, click [here](#).

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[Are cardiologists' salaries keeping up with inflation?](#)

<https://www.beckersasc.com/cardiology/the-benefits-of-shifting-cardiovascular-procedures-to-outpatient-settings.html>

ATTACHMENT 13

Criterion 1110.110(d) -- Alternatives

Pursuant to 77 Ill. Adm. Code § 1110.110(d), the CON permit applicant, Premier Cardiac Surgery Center, PLLC (“Applicant”), considered the following alternatives before committing to the proposed project:

1. Do Nothing.

The first alternative considered by the Applicant was to maintain the status quo and forgo the establishment of a new Cath Lab in Chicago, Illinois.

Total Project Cost: \$0

Reason(s) for Rejecting Alternative:

The Applicant rejected this alternative because it does not address the health care needs of the geographic service area, or patients being served by the Applicant’s affiliated physicians. There is a clear need for more cardiac catheterization services and doing nothing would continue to leave a gap in services.

Premier Cardiac Surgery Center currently functions as a one room, single-specialty ASTC providing electrophysiology and lower extremity peripheral vascular procedures. As described in Attachment 12, HCCI physicians face access challenges at the HSA 7 hospitals that HCCI physicians are on staff which include staffing and lab availability. Accordingly, additional capacity is needed to meet the growing demand for cardiac catheterization procedures.

Further, cardiac catheterization labs of the hospitals within HSA 7, from which the Applicant will draw from, most will not see any adverse impact if this Project is approved.

HSA	Hospital	City	CC Labs	2021 CCPs	Standard (200CC/Lab)	# Above State Std.	Projected Impact	Balance	Standard Met?
7	Advocate Christ	Oak Lawn	4	6,191	1,600	4,591	19	4,572	Yes
	Advent Hinsdale	Hinsdale	2	723	800	[77]	5	*	Yes
	Advent LaGrange	LaGrange	2	301	800	[599]	4	*	No
	Little Co. of Mary	Evergreen Park	1	1,012	400	612	10	602	Yes
	MacNeal Hospital	Berwyn	1	912	400	512	109	403	Yes
	Palos Community	Palos Heights	1	2,306	400	1,906	61	1,845	Yes
8	Saint Joseph	Joliet	3	2,337	1,200	1,137	92	1,045	Yes
	Silver Cross	New Lenox	1	6,506	400	6,106	292	5,814	Yes
TOTALS						14,188	583		

Two of the eight hospitals from which the Applicant will draw cardiac catheterization cases from would be adversely impacted by the Project; however, the Applicant's plan only planned to draw 5 cases from Advent Hinsdale Hospital and 4 cases from Advent LaGrange Memorial Hospital. Because there is more than sufficient capacity at other hospitals, the Applicant pledges not to take cases from Advent Hinsdale Hospital and Advent LaGrange Memorial Hospital since neither hospital is meeting its own utilization targets.

In the chart above, the 9 cases are shifted to Little Company of Mary Hospital, which is merely for this analysis. The Applicant could draw all 583 of its anticipated caseload from any of Advocate Christ Hospital (4,572 cases above standard), Palos Community Hospital (1,845 cases above standard), St. Joseph Hospital (1,045 cases above standard), and/or Silver Cross (5,814 cases above standard) without any significant impact on one or any combination of these cardiac catheterization programs.

Taking into account the significant overutilization of many nearby hospitals in HSA 7, it is clear that a need exists for more catheterization labs to increase timely access to care via increased capacity.

To be sure, electing to do nothing would negatively impact the ability to improve access and address the communities' needs. Due to the high utilization of HSA 7 Hospital's catheterization labs, physicians and staff need to work longer days to ensure all patients are promptly treated, which is suboptimal for patients, physicians and staff. It is imperative that a cardiac catheterization lab is accessible at all hours of the day to ensure cardiac catheterization procedures can be promptly performed for urgent and emergency cases. Doing nothing will not alleviate the high utilization or accommodate future growth. For these reasons, this option was rejected.

2. **Joint Venture.**

The Applicant considered whether a joint venture with a hospital or another nearby surgery center would adequately address the current need for cardiac catheterization services, and if such an arrangement would be able to meet all or a portion of the Project's intended purposes, or to develop alternative settings to meet all or a portion of the Project's intended purposes.

Total Project Cost: Unable to determine (unknown)

Reason(s) for Rejecting Alternative:

While the Applicant could have proposed a joint venture with an existing hospital, due to the large case volume and over capacity of nearby hospital cardiac catheterization programs, this option was rejected because it does nothing to address the overutilization seen at the hospitals at which the Applicant's physicians have admitting privileges. While the Applicant also could have attempted to joint venture with another surgery center, this idea would not make sense. There are very few outpatient surgery centers that focus on cardiac care, such as cardiac catheterization services. As is, the current proposal by the

Applicant will remove 583 cases from such hospitals without taking any of these hospitals below the State Board's standard of 400 procedures per laboratory each year.

3. Utilize Other Health Care Resources in HSA

The Applicant also considered whether it made sense to utilize other health care resources to serve all or a portion of the population proposed to be served by the Project.

Total Project Cost: \$0

Reason(s) for Rejecting Alternative:

The Applicant rejected this alternative because, as argued above, the current resources in the Applicant's geographic service area are minimal, and for the options that exist, there is widespread overutilization at nearly every hospital where the Applicant's physicians have privileges. Furthermore, the physicians did not want to seek privileges at more hospitals as each referring physician already has obligations to multiple hospitals in the GSA.

4. Seek CON for Larger Cath Lab

The Applicant also considered whether it made sense to seek approval for two cardiac catheterization labs. This option was sustainable based on caseload projections totaling at least 583 cases by the end of the second year of operation. At a State Board standard of just 200 cases per laboratory, the Applicant could have justified a need for two labs instead of one lab.

Total Project Cost: \$7,000,000 (estimated)

Reason(s) for Rejecting Alternative:

The Applicant rejected this alternative because its physicians already have a lease in place for their ASTC and seeking a larger project would likely have required the acquisition of alternative space. This alternative may also have required CON approval for a new ASTC as a move to a different location would be necessary. The cost to develop a surgery center alone would be well over \$4 million as shown in the attached article. The current building had space that became vacant and was able to comfortably fit one catheterization lab, the Applicant decided that a smaller project was more feasible.

5. Current Proposal.

The Applicant chose to add cardiac catheterization services to their ASTC license and decided that a two lab center was the most reasonable approach. After a thoughtful deliberation process, the Applicants determined the planned project is the most effective and least costly alternative to the other alternatives considered when balancing access and quality with costs.

Total Project Cost: \$4,785,800

Documentation

As discussed in alternatives narrative provided above, the Applicant considered several alternative options before submitting the present CON permit application. The narrative above compares the various alternatives considered by the Applicant and, pursuant to the State Board's rules, each one considered the costs and other necessary factors relevant to each alternative.

Comparison of Alternatives

Alternative	Cost	Pros	Cons
Do Nothing	\$0	There is no cost or economic impact on the Applicant There will be no disruption of the ASTCs activities	Does not address the need for more cardiac catheterization services in the GSA
Joint Venture	Unknown	Could have reduced development costs, but no guarantee that the space where a JV could occur would be acceptable to the Applicant's patients Modernization process would not be necessary	No realistic JV partners, as hospitals in GSA are significantly overutilized and very few outpatient surgery centers nearby that can do cardiac cath.
Use Other Resources	Unknown	Modernization process would not be necessary	No real resources available
Two Lab Plan	\$7,000,000	Would have allowed for a larger caseload and would still comply with State Board utilization standards	Would have required Applicant to seek a new space, which would be more disruptive than a modernization plan and likely more costly
Current Proposal	\$4,785,800	Not the most-costly alternative Addresses all of the Applicant's needs Increases capacity in the GSA, creating better access to CC services	Requires the use of \$2 million in cash and \$3 million of the current line of credit, funds which could be used for another purpose

ATTACHMENT 13

Alternatives – Documentation

(see attached)

Costs of Developing an Ambulatory Surgery Center

Home / Learn About The Industry / Developing an Ambulatory Surger



By Surgery Center Consultants / July 28, 2023



Costs of Developing an Ambulatory Surgery Center

Aside from the business plan, you need a realistic assessment of your initial financial investment when opening a new business. The costs of developing an ambulatory surgery center range between \$2 million and \$8 million.

However, multiple factors influence the exact amount you will need to cover in this price range. Let us guide you through the expenses of opening an ambulatory surgery center in 2023.

General Range of Costs of Developing an Ambulatory Surgery

2023

Center

Understanding the financial considerations of developing an ASC should be a priority for every individual or group of people who are considering getting into the business.

Generally looking, the costs of developing an ambulatory surgery center covering one specialty is between \$2 million and \$3 million. This price range is for a healthcare facility with two operating rooms.

On the other hand, if you are interested in opening multi-specialty ASCs, you should plan \$4 million to \$8 million to have an operational facility with two surgical suites.

Planning on having more than two operational rooms? Then, you should add approximately \$1 million to your developing budget to build one extra OR. Between \$450,000 and \$500,000 should be reserved for purchasing equipment.

Keep in mind that these prices are just averages. Some ASCs in the US have reported expenses of more than \$25 million. In fact, some hospitals have invested \$156 million in constructing four-story ASCs.

If you are seriously considering building an ASC, we at [Surgery Center Consultant](#) are happy to help you. We offer AAAHC-accredited consulting services and support.

Factors Influencing the Costs of Developing an ASC

When you are doing an estimated budget for developing an ambulatory surgery center, you need to have two basic factors in mind.

Location and real estate

To build an [ambulatory surgery center](#), you either need to purchase an existing building and remodel it or buy land and build it from scratch.

Location plays a huge role in the purchasing, site development, and construction costs.

Equipment and technology

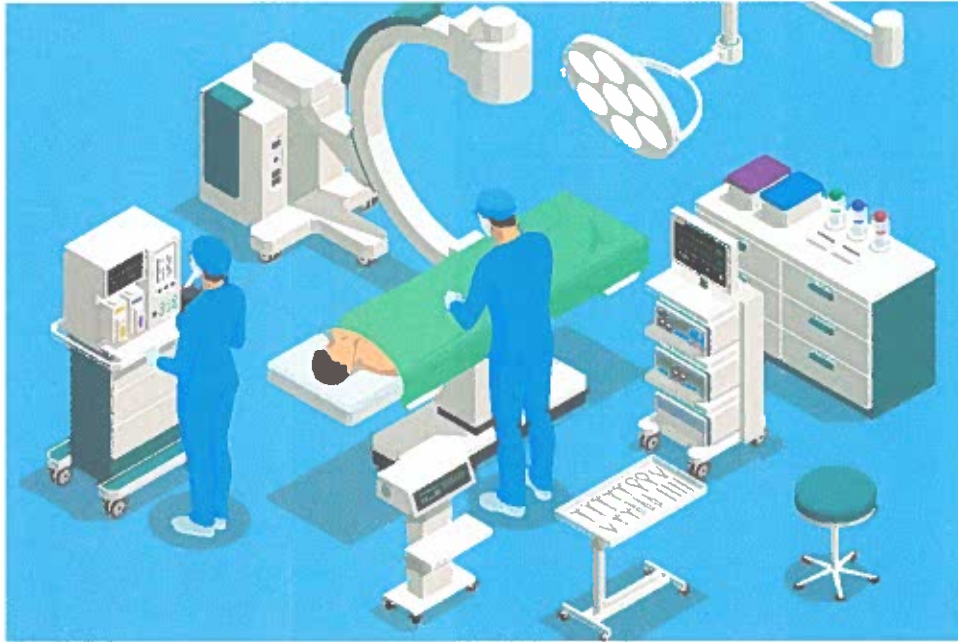
You should answer these two questions when purchasing equipment and technology for your ASC:

- Will I purchase new or refurbished equipment?
- Do I want to have the latest technology or a basic model?

Your equipment and technology preferences will influence the final cost of developing an ASC. Remember that you shouldn't sacrifice the quality of your services just to cut down the expenses.

Furthermore, the costs for equipment and technology also depend on the medical field your ASC will work in and the [types of surgical procedures](#) you will provide.

Investing in high-end technology and the most-sophisticated equipment might be worth it in the long run and increase ASC efficiency.



Source: shutterstock.com/ Photo Contributor: Golden Sikorka

Cost Breakdown of Developing an ASC

The costs of developing an ASC can be broken down into four main categories: pre-development, construction and renovation, operational costs and license, as well as certification.

Pre-development costs

The two main pre-development costs are regarding the location, which includes land acquisition and site development. However, you also must not forget about the design expenses.

Land acquisition

The real estate costs for ASC depend on the location. However, the urban proximity and site conditions also have a significant share in the land acquisition costs.

The average ASC requires a two-acre parcel size. Hence, the average land costs for ASC are between \$0.8 million and \$1.2 million.

Site development

The site development requirements greatly influence the pre-development cost. How much it will cost you to prepare the land for construction depends on the parcel you purchase.

Some parcels require little site development. On the other hand, the site development costs for some parcels might be higher than the parcel itself.

The typical site preparation costs for an ASC range between \$15 to \$30 per square foot. We highly recommend getting an estimated quote for site prep before purchasing a parcel.

Design

Lastly, the design costs include hiring an architect and getting engineering services. The overall design costs for ASC are connected with the construction costs.

As a rule of thumb, you should budget 7% to 10.5% of the construction costs for the design.

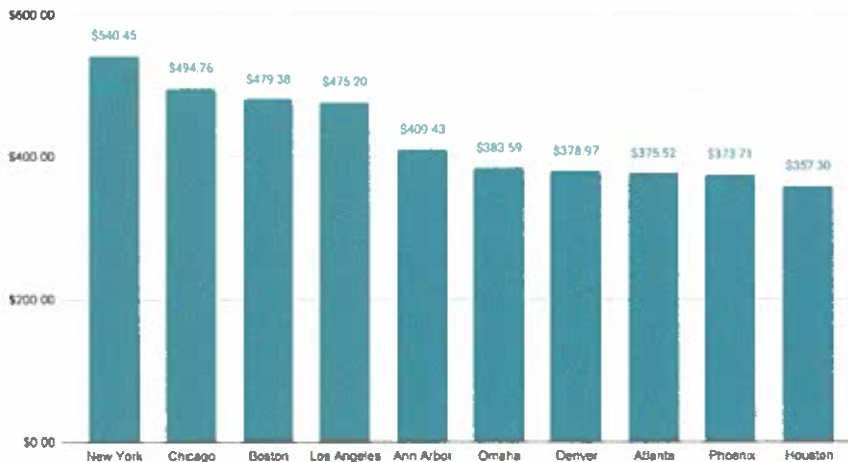
One piece of advice: you can save money by combining design and build services. The services will cost you \$300 per square foot on average if you pay them separately but \$225 if combined.

Construction and renovation costs

The national average cost for building a three-story healthcare facility in 2023 was **\$419.18 per square foot**. The cost of developing an ambulatory surgical center had increased by 15% since 2019, when it was \$362.69.

The construction cost per square foot in America varies greatly depending on the desired facility location. According to the latest data, the construction cost in Houston is \$357.30, while in New York, it may reach \$540.45.

Construction costs per square foot in 2023 by location



Understandably, the total construction and renovation costs depend on the ASC's size. The average size ASC building is 15,000 square feet.

But how big should the facility be according to the type of ASC?

Single-specialty ASCs are typically between 8,000 and 12,000 square feet. Conversely, multiple-specialty ASCs are around 20,000 square feet.

License and certification

Another expense for opening an ambulatory surgery center is licensing. However, the ASC licensure greatly depends on the state you are opening the facility.

First, you should be aware that not every state requires ASC licensure. If you are developing an ambulatory surgical center in the following states, you should cross the license fee off your list of expenses:

- Idaho
- Iowa
- Maryland
- Vermont
- Puerto Rico
- Washington
- West Virginia
- Wisconsin
- Wyoming

Second, the ASC licensure fees vary between the states. Some states even have additional costs, like biennial inspection fees.

Check the table below to find out how much is the license fee for ASC in selected US states.

State	License fee	Additional costs
Florida	\$1,679.82	\$400 survey/inspection fee
Texas	\$5,200	N/A
New Jersey	\$4,000	\$2,000 biennial inspection fee
Alabama	\$240	N/A
Illinois	\$500	N/A

Aside from the Ambulatory Surgical Center License, you should also get a Medicare certification. There is no enrollment application fee for physicians, physician organizations, non-physician practitioners, and non-physician organizations.

Thus, to get your ASC certified, you don't need to pay an application fee.

Operational costs

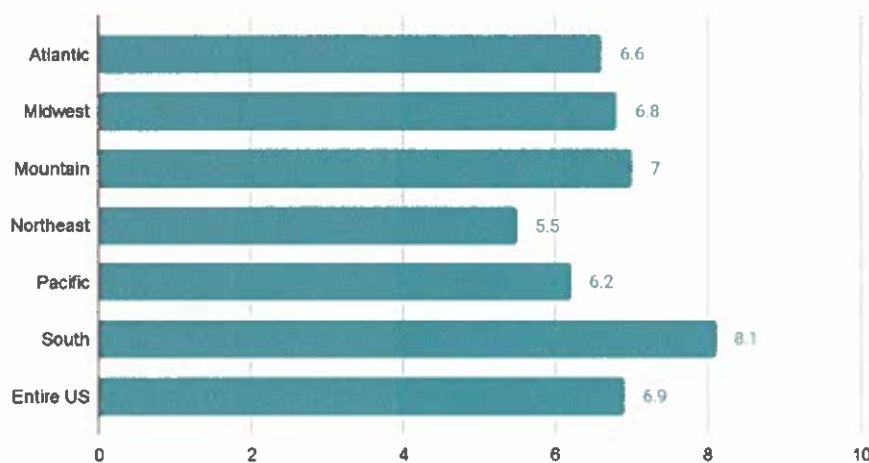
Operating costs should be underestimated when creating the budget for your new ASC. The median operating costs in the US are approximately \$6.9 million.

Typically, the median operating costs of ASC vary by region. The US South region reported the highest median operating costs, accounting for \$8.1 million.

According to a VMG Health study, the mean operating expenses represent 76.3% of the ASCs revenue. Here is a breakdown of the operating expenses.

- 23.8% for drugs and medical supplies.
- 22.2% for employee salaries and wages.
- 16.7% for general and administrative costs.
- 7.1% for occupancy costs.
- 5.2% for taxes and benefits.
- 0.9% for other medical costs.
- 0.7% for insurance.

ASC median operating costs in the US by region in millions



Operating expenses per case

If you want to calculate the operating expense per case in your ASC, you can do so by following our tips.

- Use preference cards to track the physician's cost per case.
- Use the accounting system to monitor the supplies used in the surgical procedure.
- Track the time-in and time-out of the patient.

211

As a guide, the mean operating expenses per case are \$1,543, of which the majority is for employee salary (\$436) and drugs and medical supplies (\$491).

Financing Options for Developing an ASC

If you don't have enough money to cover the costs of developing an ambulatory surgery center, there are different financing options you can consider.

Loans

Loans are one way of financing the development of your ASC. A variety of lenders offer different lending programs at different rates and terms.

When browsing, you may come across different types of loans. You should choose one according to your needs.

- ASC acquisition loan
- ASC debt consolidation
- ASC expansion, relocation, or remodeling loan
- Partner buy-out/buy-in
- Commercial real estate loan
- Loan for working capital needs

Equity financing

Another way to fund the development of an ASC is equity financing. In other words, you can raise capital by selling shares of the ASC to investors.

But who can invest in an ASC? Investors can be anyone, from individuals to entities interested in investing in your healthcare industry. Investing in ASC is becoming popular among investors because of its cost-effectiveness and offers convenience.

If you choose this financing option, you should ensure it is done according to the [latest government regulations](#). Additionally, you should consider the costs if you want to buy out the shares and become the sole owner of the ASC.

Typically, the shares will cost more than the investors' initial price. But on the bright side, you won't have to go into debt to raise capital for your ASC.

Hospital-owned ASC with a physician co-management

The third way to develop an ASC is to find a hospital that is willing to be the sole owner of the healthcare facility. The hospital will take care of the financial aspects of the ASC.

The hospitals benefit from this partnership by not losing patients needing surgical procedures with the same-day release. Instead of sending the patients to independent ASC, the hospitals will send them to their own ASC.

Physicians, on the other hand, receive a fee for their roles as managers. Their responsibility is to monitor and increase the quality of care.

Grants

The [US Department of Health and Human Services](#) occasionally gives grants to healthcare providers. Typically the grants are for Medicare facilities and providers. Hence, ASCs might be eligible for a grant.

Return on Investment and Financial Considerations

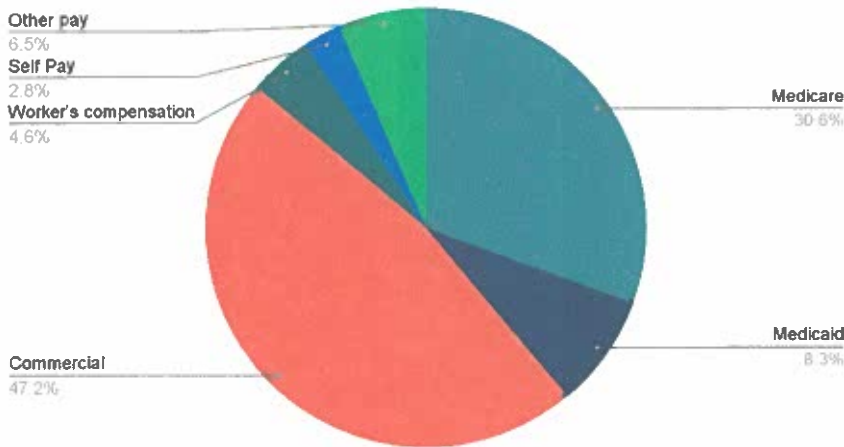
The return on investment of ASC depends on several factors. However, the average ROI of ASC is approximately 638%. This means for every dollar you invest, you will get \$6.38.

Revenue streams and reimbursement models

The revenue streams of ASC come from different sources, including

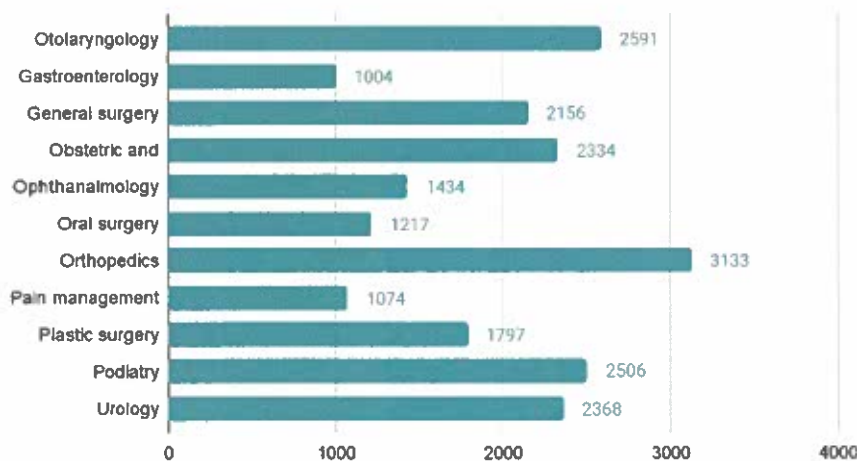
- Medicare
- Medicaid
- Commercial
- Worker's compensation
- Self-pay
- Other pay

Payor types in ASC as percent of cases



But which specialties generate the highest net revenue per case? The VMG Health study showed that the top three specialties by net revenue per case are orthopedics, otolaryngology, and podiatry.

Net revenue of ASC per case



The net operating revenue of ASCs in the US is **estimated at \$11.16 billion**. On the other hand, the annual average profits in the ASC sector is 25%.

Market analysis of ambulatory surgery centers

The **latest analysis shows** that the ambulatory surgical center market was valued at \$34,507.8 million in 2022. The forecasts are that the market will notice a CAGR of 5.8% in the period between 2023 and 2030.

By 2030 the ASC market is expected to reach \$54,175.46 million.

Common Mistakes to Avoid When Developing an Ambulatory Surgical Center

Whether you are new in the business or an experienced developer of an ambulatory surgical center, you should learn from the mistakes of others.

As experienced consultants for ASC, here are the most common mistakes we notice:

- Overbuilding
- Under capitalizing
- Low case volume

You may avoid this and lower your costs of developing an ambulatory surgery center without it resulting in negative cash flow. To do so, you should consider the following:

- Build according to a realistic case volume.
- Raise enough capital to cover the costs of developing an ASC.

You shouldn't do the development of the ambulatory surgical center alone. **Contact us** if you are interested in a consultation with experts that are more than 45 years in the business.

The process of understanding the financial considerations of developing an ASC will be simplified with us.

Conclusion

The price tag of a new ambulatory surgery center depends on many factors. Some of the biggest contributors to the costs of developing an ambulatory surgery center are the type of ASC, land acquisitions, construction costs, equipment, technology, and operational costs.

Overall, the ASC with two operating rooms can cost between \$2 million and \$8 million.

ATTACHMENT 14

Criterion 1110.120 -- Project Scope: Size of Project

Size of Project				
Department/ Service	Proposed GSF	State Standard	Difference	Met Standard?
Cardiac Cath.	1,493 GSF (1 Lab)	2,750 GSF/Lab	< 1,257	YES

Analysis

To facilitate the new category of service, the Applicants propose the establishment of a single cardiac catheterization lab (the “Cath Lab”), which will be constructed in leased space presently occupied by the ASTC (i.e., Suite 102) and in an adjacent space next to the ASTC (i.e., Suite 110) (the “Modernization Project”). The Modernization Project, together with the addition of the new category of service, is collectively referred to as the “Project.”

The Project will impact a total of 4,994 GSF, which will include 2,607 GSF from the existing ASTC plus the addition of 2,387 GSF from the adjacent space acquired by Amendment Three to the lease.

A total of 1,493 GSF will be dedicated solely to the Cath Lab. Even when taking into account a proportionate share of the shared space with the ASTC (e.g., physician locker rooms, patient lobby), that square footage still keeps the Applicant below the State Standard of 2,750 GSF per laboratory.

Based on the foregoing, the proposed Project should be deemed compliant with this CON review standard.

SPACE PLAN for PROPOSED CARDIAC CATH LAB

RKG
DESIGN GROUP, LLC
11000 B. GORDES AVENUE
BETHESDA, MD 20814
TEL: 301.279.8000
WWW.RKGDESIGN.COM

NO.	DATE	DESCRIPTION

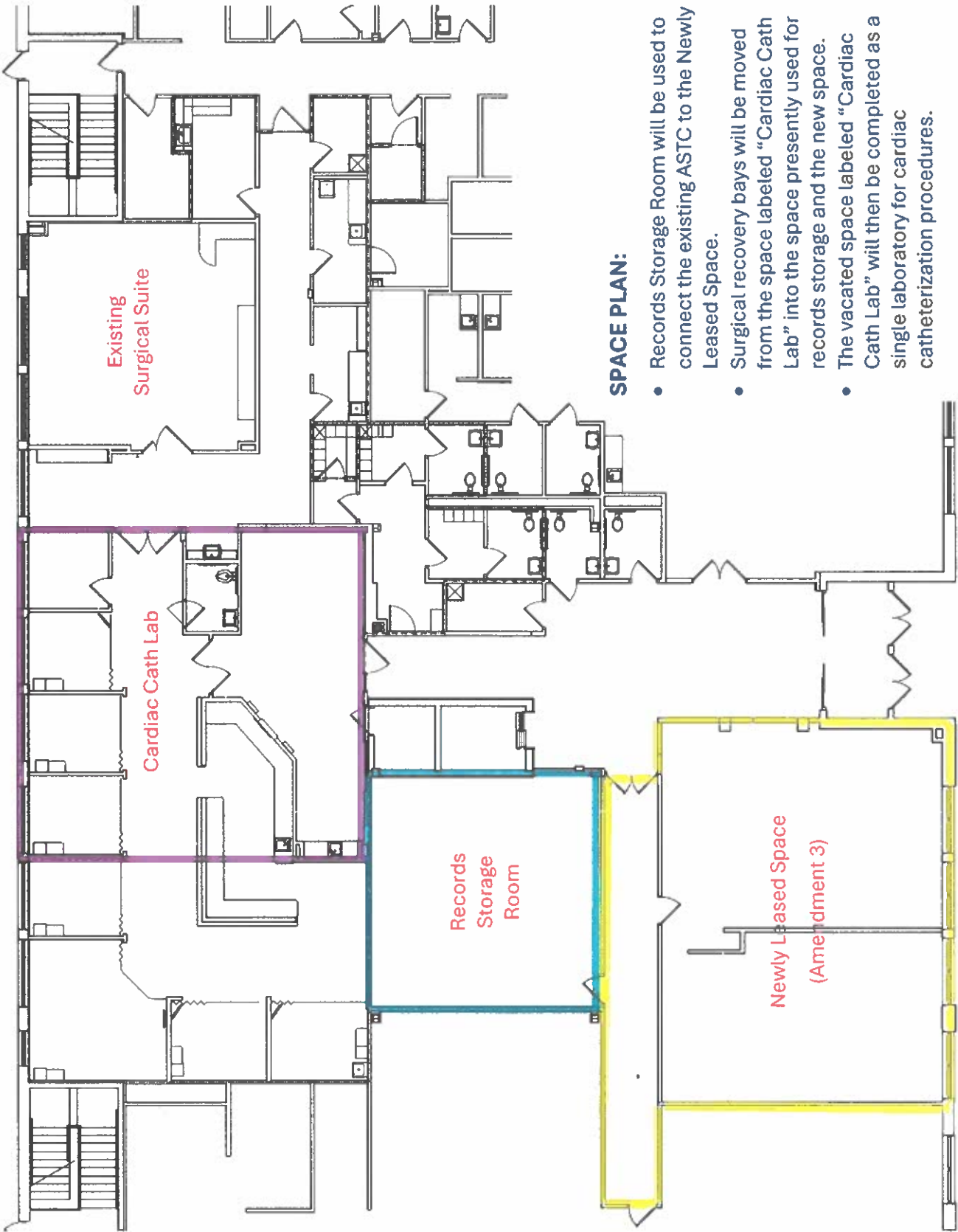
**PREMIER
CARDIAC
SURGERY CTR.**

ASTC ADDITION
11000 B. GORDES AVENUE
BETHESDA, MD 20814

DATE	BY

FIRST FLOOR
DEMOLITION PLAN

D1.0



SPACE PLAN:

- Records Storage Room will be used to connect the existing ASTC to the Newly Leased Space.
- Surgical recovery bays will be moved from the space labeled "Cardiac Cath Lab" into the space presently used for records storage and the new space.
- The vacated space labeled "Cardiac Cath Lab" will then be completed as a single laboratory for cardiac catheterization procedures.

1 FIRST FLOOR DEMOLITION PLAN
SCALE: 1/8" = 1'-0"

216

ATTACHMENT 15

Criterion 1110.120 -- Project Services Utilization

Utilization					
	Dept./ Service	Historical Utilization (Patient Days) (Treatments) Etc.	Projected Utilization	State Standard 200 Cases/Year (Per Room)	Met Standard?
Year 1 (2026-2027)	Cardiac Cath.	n/a	500	200 cases	YES
Year 2 (2027-2028)	Cardiac Cath	n/a	583	200 cases	YES

Summary

The State Board has established utilization standards for certain departments, clinical service areas, and facilities. Specifically, a Cath Lab applicant must document that, by the end of the second year of operation, the annual utilization of the clinical service areas shall meet or exceed the applicable utilization standards. For cardiac catheterization, the applicant must show that each lab room will meet at least 200 cases per year. For the proposed Cath Lab, to be a single laboratory suite, the Applicant must demonstrate that it will achieve a total of 200 cases per room/per year by the end of the second full year of operation. As the chart above illustrates, the Applicant will easily meet this state standard by the end of the first full year of operation following the date of project completion.

The following chart shows ASTC eligible cardiac catheterizations provided by HCCI physicians over the past 3 years.

Year	Historic Utilization	20% of Utilization
2021	3,148	630
2022	3,019	604
2023	2,904	583

The chart shows that taking just 20% of the current hospital caseload and shifting it to a lower-cost cardiac catheterization lab, that there is ample volume to justify a single cardiac catheterization lab.

ATTACHMENT 16

Unfinished or Shell Space

This attachment is not applicable. The Applicant's project does not include any unfinished or shell space.

ATTACHMENT 17

Assurances

The Applicant's project does not include any unfinished or shell space. As a result, this attachment is not applicable.

ATTACHMENT 23-1

Criterion 1110.225(a) – Peer Review

The Applicant will have a peer review program in place for the proposed Cath Lab. The Applicant's peer review team will be responsible for the evaluation of the quality of studies and related morbidity and mortality of patients and also the technical aspects of providing the services such as film processing, equipment maintenance, etc.

The Applicant's peer review policies and procedures are attached immediately following this page.



SUBJECT: PEER REVIEW

An On-going Professional Practice Evaluation (OPPE), or a Focused Professional Practice Evaluation (FPPE) will occur in order to continuously improve the effectiveness, quality and safety of care rendered by the Medical Staff members of PCSC. This policy outlines data collection and event and clinical case reviews. When applicable, system and process issues germane to the quality and safety of patient care will be integrated into PCSC performance improvement program. Responsibility and accountability for the peer review process resides with PCSC' Qualified Consulting Committee.

All activities and records conducted as part of this policy are confidential and protected from discovery pursuant to the Illinois Medical Studies Act. As such, all individuals participating in peer review are to abide by the confidentiality provisions of the Medical Staff Bylaws and any other agreements required for participation in the Medical Staff peer review process.

Peer review activities are comprised of individual case review utilizing all available data sources to identify and assess practitioner performance. Peer review is performed automatically when the following occur:

- patient is transferred to the hospital or admitted within 24-hours of discharge from PCSC
- patient reports a dissatisfaction with the medical care provided and remains dissatisfied after investigation and explanation
- patient requires resuscitation
- patient taken back to the procedure room
- patient injury or complication

Such reviews are considered a single case or event review.

A Focused Professional Practice Evaluation (FPPE) is a review whereby the Medical Staff evaluates the competency of a practitioner who does not have documented evidence of competent performance of the privilege(s) in question at PCSC or about whom questions have been raised concerning the ability to provide safe and high-quality patient care.

An On-going Professional Practice Evaluation (OPPE) is a review of an individual's performance compared to peers' performance over time with trends evaluated for adequacy of clinical competence and professional conduct.

At least quarterly, a sample of cases/charts of each doctor on staff should be reviewed. If an adequate sample is not reached through review of the above occurrences, then charts

are selected randomly to reach a minimum number set to provide a statistically valid review.

This review involves chart review and may also include information from subsequent care provided at a hospital or other provider. Additionally, observation may be used as part of the peer review process. The providers are involved in the criteria used to evaluate care.

Throughout a month, the managers can keep a list of those cases that should be reviewed. Others are pulled at random. These charts are reviewed by the providers before the Qualified Consulting Committee meeting(s), allowing time for investigation and research to clear up questions before the meeting. A provider does not review his/her own chart or patient. Whenever possible, a provider of a similar specialty should conduct the peer review.

The Peer Review evaluations for reappointment will include the practitioner's adherence to the Center's Policies and Procedures and the Medical Staff Bylaws, Rules and Regulations, Policies and Procedures. Peer review records are not placed in a provider's credentialing file. Peer review and summary of peer review activities are considered part of the Quality Assessment and Performance Improvement activities and are protected, confidential information. Credentialing files may be subpoenaed and released. Peer review information is protected and should not be released except to the facility's own legal counsel.

Revised: 8/2022



Q/A/P/I DATA COLLECTION FORM

ASPECT OF CARE: PHYSICIAN PEER REVIEW											
DATA SOURCE: CHART REVIEW											
REVIEWER'S SIGNATURE	DATE:										
INDICATORS: High Volume, High Risk, Problem Prone	Chart Numbers										
Write chart number in block at top of column. In subsequent rows, check "√" if appropriate and mark "X" if not. Mark NA if non-applicable to the patient. Form can be used for up to 6 charts.	Threshold %										
	<table border="1" style="width: 100%; height: 100%; border-collapse: collapse;"> <tr> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> <td style="width: 10%;"></td> </tr> </table>										
Write in block whether review is R: Random or C: Complication											
Appropriate pre-procedure instructions (i.e. medication use and dietary/fluid intake) are based on patient's H&P and time of procedure. ASA Status appropriate based on H&P and assessment.											
Appropriate lab/x-ray results evaluated pre-procedure based on patient's history, physical and planned procedure.											
Appropriate setting and anesthesia for this procedure/patient.											
Medications given appropriate for use: proper dose, frequency, and duration.											
Any complications were handled appropriately.											
Documentation adequately reflects the patient's course in PCSC. Assessment prior to discharge documented and sufficient.											
Any complications and/or transfers were handled appropriately. If it occurred, cardiac arrest and/or respiratory arrest management was appropriate.											
MARK ONE OF THE FOUR											
1. Overall management is satisfactory											
2. More information required from provider											
3. Provider advised of opinion & any recommendations											
4. Refer to Committee											

Reviewer's Comments on Cases Requiring Further Review: (note chart # that relates to comment, when applicable)

Reviewed: 8/2022

ATTACHMENT 23-2

Criterion 1110.225(b) – Establishment of Cardiac Catheterization Service

On the following pages, the Applicant provides the following:

1. A map (on 8 1/2" x 11" paper) showing the location of other hospitals providing cardiac catheterization services within HSA 7.
2. A list showing the number of cardiac catheterizations performed for the last 12 months at each of the hospitals shown on the map.
3. The number of patients transferred directly from the applicant's physician practice and surgery center to another facility for cardiac catheterization services in each of the last three years.

The following chart shows the number of cardiac catheterizations performed by the Applicant's physicians for the past three years:

Hospital	2021	2022	2023
Christ	194	177	94
Hinsdale	0	0	25
LaGrange	0	0	20
Little Co. of Mary	17	2	5
MacNeal	465	467	543
Palos Community	669	514	303
Saint Joseph	382	426	458
Silver Cross	1,421	1,433	1,456
TOTAL	3,148	3,019	2,904

As seen in the chart above, the Applicant can document historical referral volume in each of the prior three (3) years for cardiac catheterization that is well in excess of 200 annual procedures. A certification from the Applicant attesting to this historical data is attached in the following pages.



June 25, 2024

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761
Attention: Debra Savage, Chairwoman

**Re: Establishment of Cardiac Catheterization Service
Criterion 1110.225(b)
Patient Transfer Certification**

Dear Chairwoman Savage:

The CON permit applicant, Premier Cardiac Surgery Center, PLLC ("Applicant"), along with Heart Care Centers of Illinois, S.C. ("Co-Applicant"), hereby certify and attest that the historical data provided with Attachment 23-2 is true and correct and accurately reflects the number of patients transferred to other service providers in each of the last three years.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "Ronald Stella".

Ronald E. Stella, M.D.
President
Premier Cardiac Surgery Center, LLC

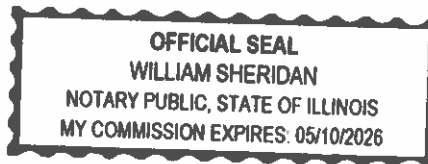
NOTARY:

Subscribed and sworn to me this 26th day of June, 2024

A handwritten signature in black ink, likely belonging to the Notary Public.

Notary Public

Seal:



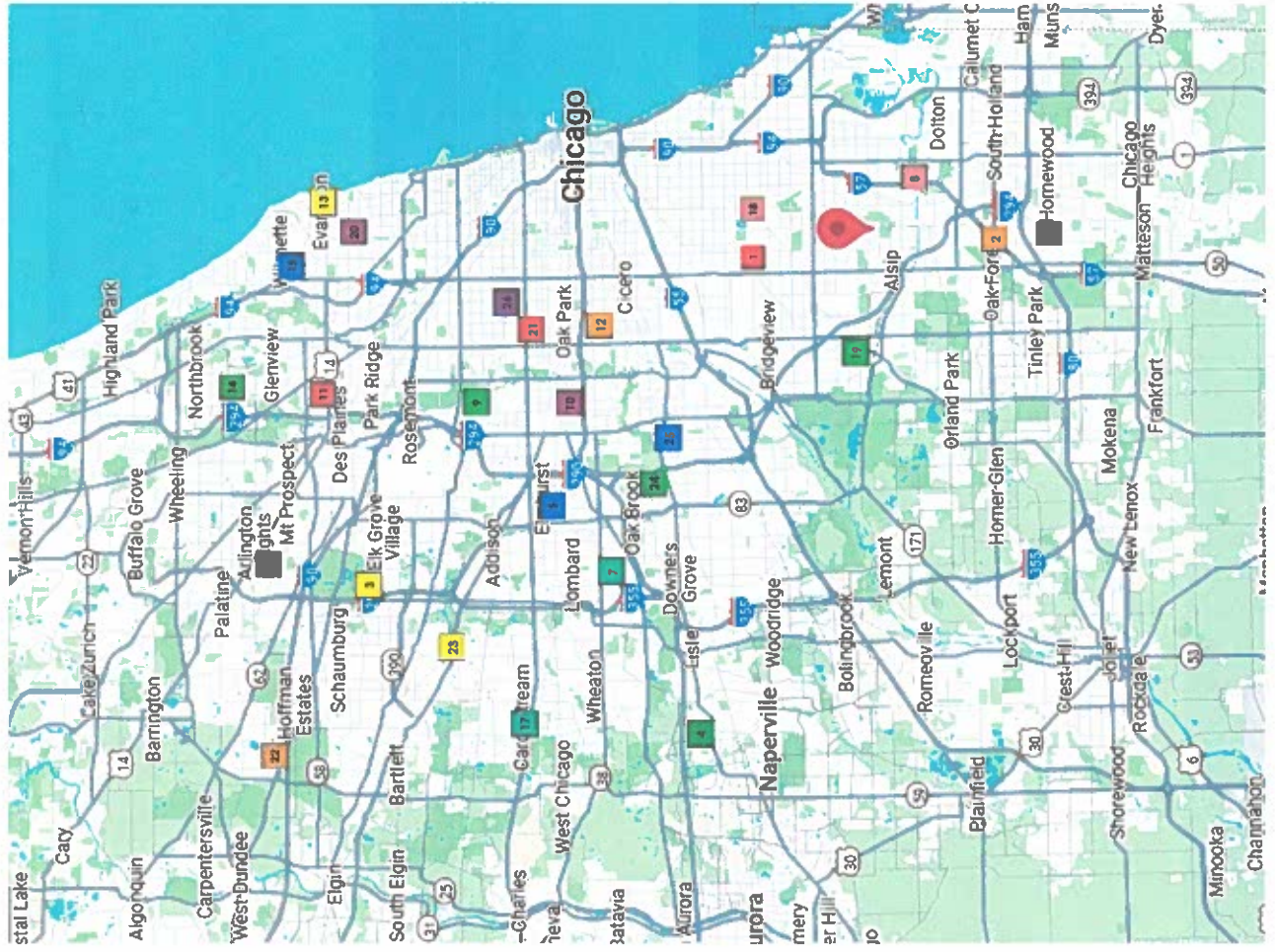
Hospital-Based Cardiac Catheterization Laboratories Health Service Area 7 (Suburban Cook County)

Hospitals:

1. Advocate Christ Hospital, Oak Lawn
2. Advocate South Suburban Hospital, Hazel Crest
3. Alexian Brothers Medica Center, Elk Grove Village
4. Edward Hospital, Naperville
5. Elmhurst Memorial Hospital
6. Franciscan Health, Olympia Fields
7. Good Samaritan Hospital, Downers Grove
8. Ingalls Memorial Hospital, Harvey
9. Loyola Health System at Gottlieb, Melrose Park
10. Loyola University Medical Center, Maywood
11. Lutheran General Hospital, Park Ridge
12. MacNeal Hospital, Berwyn
13. NorthShore, Evanston
14. NorthShore, Glenview
15. NorthShore, Skokie
16. Northwest Community Hospital, Arlington Heights
17. Northwestern Medicine Central DuPage Hospital, Winfield
18. OSF Little Company of Mary, Evergreen Park
19. Palos Community Hospital, Palos Heights
20. Presence St. Francis Hospital, Evanston
21. Rush Oak Park Hospital, Oak Park
22. St. Alexius Medical Center, Hoffman Estates
23. U of Chicago Medicine at Glen Oaks, Glendale Heights
24. U of Chicago at Hinsdale, Hinsdale
25. U of Chicago at La Grange, La Grange
26. West Suburban Medical Center, Oak Park



= Project Site



The following chart identifies the number of cardiac catheterizations performed for the most recently reported 12 month period at each of the hospitals shown on map.

<u>Hospital</u>	<u># CCs (2021)</u>	<u># Labs</u>	<u>State Std.</u>	<u>App. Std.</u>	<u>Variance</u>
Advocate Christ Hospital, Oak Lawn	6,191	4	400	1,600	+ 4,591
Advocate South Suburban Hospital, Hazel Crest	1,320	1	400	400	+920
Alexian Brothers Medica Center, Elk Grove Village	3,027	3	400	1,200	+1,827
Edward Hospital, Naperville	4,381	2	400	800	+3,581
Elmhurst Memorial Hospital	3,627	3	400	1,200	+2,427
Franciscan Health, Olympia Fields	825	2	400	800	+25
Good Samaritan Hospital, Downers Grove	2,157	3	400	1,200	+957
Ingalls Memorial Hospital, Harvey	671	2	400	800	[129]
Loyola Health System at Gottlieb, Melrose Park	489	1	400	400	+89
Loyola University Medical Center, Maywood	3,790	4	400	1,600	+2,190
Lutheran General Hospital, Park Ridge	3,697	3	400	1,200	+2,497
MacNeal Hospital, Berwyn	912	1	400	400	+ 512
NorthShore (Endeavor), Evanston	3,733	2	400	800	+2,933
NorthShore (Endeavor), Glenview	126	1	400	400	[274]
NorthShore (Endeavor), Skokie	0	0	0	0	0
Northwest Community Hospital, Arlington Heights	1,852	2	400	800	+1,052
Northwestern Medicine Central DuPage Hospital, Winfield	2,791	2	400	800	+1,991
OSF Little Company of Mary, Evergreen Park	1,012	1	400	400	+612
Palos Community Hospital, Palos Heights	2,306	1	400	400	+1,906
Presence St. Francis Hospital, Evanston	513	3	400	1,200	[687]
Rush Oak Park Hospital, Oak Park	561	1	400	400	+161
St. Alexius Medical Center, Hoffman Estates	1,223	1	400	400	+823
U of Chicago Medicine at Glen Oaks, Glendale Heights	349	1	400	400	[51]
U of Chicago at Hinsdale, Hinsdale	723	2	400	800	[77]
U of Chicago at La Grange, La Grange	301	2	400	800	[499]
West Suburban Medical Center, Oak Park	667	1	400	400	+267

The following is the number of patients transferred directly from the Applicant's hospital to another facility for cardiac catheterization services in each of the last three years:

<u>Year</u>	<u>Total # Transferred</u>
2023	0
2022	0
2021	0

Note: The Applicant is not a hospital. However, the number provided is the number of patients transferred from the physician practice/surgery center to a hospital.



June 20, 2024

Mr. John P. Kniery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed Cardiac Catheterization Cases at Premier Cardiac Surgery Center, PLLC in Merrionette Park, Illinois

Dear Mr. Kniery:

I am an Interventional Cardiologist. Over the most recent twelve-month period, I performed a total of 303 surgery cases, which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
Christ	Hospital	4
Macneal	Hospital	225
Ascension St. Joseph	Hospital	56
Silver Cross	Hospital	18
TOTAL		303

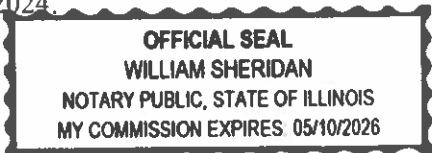
Based on my historical referrals, I anticipate referring 75 surgical cases each year to the proposed Cardiac Catheterization Lab, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

Respectfully submitted,

Dr. Naveed Iqbal

Subscribed and sworn to me this 20th day of June, 2024.

Notary Public
Seal:





June 18, 2024

Mr. John P. Kniery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed Cardiac Catheterization Cases at Premier Cardiac Surgery Center, PLLC in Merrionette Park, Illinois

Dear Mr. Kniery:

I am an Interventional Cardiologist. Over the most recent twelve-month period, I performed a total of 113 surgery cases, which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
Christ	Hospital	5
Little Company of Mary	Hospital	5
MacNeal	Hospital	43
Palos Community	Hospital	4
Ascension St. Joseph	Hospital	55
Silver Cross	Hospital	1
TOTAL		113

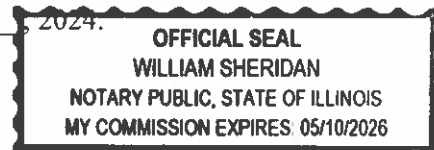
Based on my historical referrals, I anticipate referring 25 surgical cases each year to the proposed Cardiac Catheterization Lab, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

Respectfully submitted,


Dr. Noel Camba

Subscribed and sworn to me this 18th day of June 2024.


Notary Public



Seal:



Heart Care Centers of Illinois

June 12, 2024

Mr. John P. Kniery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed Cardiac Catheterization Cases at Premier Cardiac Surgery Center, PLLC in Merrionette Park, Illinois

Dear Mr. Kniery:

I am an Interventional Cardiologist. Over the most recent twelve-month period, I performed a total of 356 surgery cases, which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
Hinsdale	Hospital	2
MacNeal	Hospital	1
Ascension St. Joseph	Hospital	345
Silver Cross	Hospital	8
	TOTAL	356

Based on my historical referrals, I anticipate referring 85 surgical cases each year to the proposed Cardiac Catheterization Lab, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

Respectfully submitted,

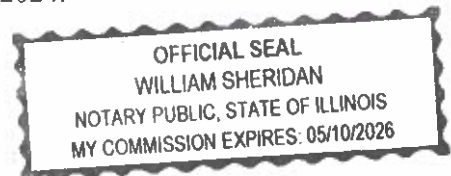
Dr. George Aziz

Subscribed and sworn to me this 12th day of June, 2024.

Notary Public

Seal:

231





June 12, 2024

Mr. John P. Kniery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed Cardiac Catheterization Cases at Premier Cardiac Surgery Center, PLLC in Merrionette Park, Illinois

Dear Mr. Kniery:

I am an Interventional Cardiologist. Over the most recent twelve-month period, I performed a total of 123 surgery cases, which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
MacNeal	Hospital	96
Ascension St. Joseph	Hospital	1
Silver Cross	Hospital	26
	TOTAL	123

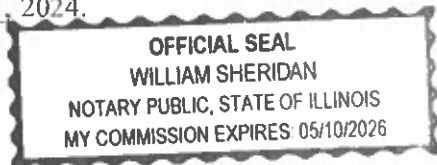
Based on my historical referrals, I anticipate referring 30 surgical cases each year to the proposed Cardiac Catheterization Lab, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

Respectfully submitted,

Dr. Ronald Stella

Subscribed and sworn to me this 14th day of June, 2024.

Notary Public



Seal:

232



June 13, 2024

Mr. John P. Kniery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed Cardiac Catheterization Cases at Premier Cardiac Surgery Center, PLLC in Merrionette Park, Illinois

Dear Mr. Kniery:

I am an Interventional Cardiologist. Over the most recent twelve-month period, I performed a total of 484 surgery cases, which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
Christ	Hospital	3
Palos Community	Hospital	1
Silver Cross	Hospital	480
	TOTAL	484

Based on my historical referrals, I anticipate referring 100 surgical cases each year to the proposed Cardiac Catheterization Lab, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

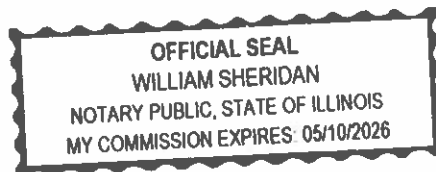
Respectfully submitted,

Dr. Hong Jun Yun

Subscribed and sworn to me this 13th day of June, 2024.

Notary Public
Seal:

233





June 13, 2024

Mr. John P. Kniery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed Cardiac Catheterization Cases at Premier Cardiac Surgery Center, PLLC in Merrionette Park, Illinois

Dear Mr. Kniery:

I am an Interventional Cardiologist. Over the most recent twelve-month period, I performed a total of 184 surgery cases, which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
Christ	Hospital	63
Hinsdale	Hospital	23
LaGrange	Hospital	20
MacNeal	Hospital	21
Silver	Hospital	56
TOTAL		184

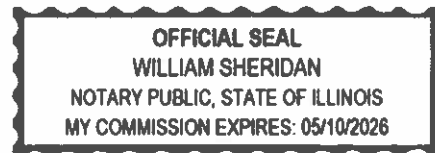
Based on my historical referrals, I anticipate referring 45 surgical cases each year to the proposed Cardiac Catheterization Lab, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

Respectfully submitted,

Dr. James Sur

Subscribed and sworn to me this 13th day of June, 2024.

Notary Public
Seal:



234



June 13, 2024

Mr. John P. Kniery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed Cardiac Catheterization Cases at Premier Cardiac Surgery Center, PLLC in Merrionette Park, Illinois

Dear Mr. Kniery:

I am an Interventional Cardiologist. Over the most recent twelve-month period, I performed a total of 254 surgery cases, which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
Christ	Hospital	7
MacNeal	Hospital	131
Palos Community	Hospital	102
Silver Cross	Hospital	14
	TOTAL	254

Based on my historical referrals, I anticipate referring 60 surgical cases each year to the proposed Cardiac Catheterization Lab, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

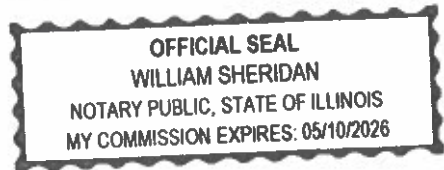
Respectfully submitted,

Dr. Christopher Bane

Subscribed and sworn to me this 13th day of June, 2024.

Notary Public
Seal:

235





June 11, 2024

Mr. John P. Kniery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed Cardiac Catheterization Cases at Premier Cardiac Surgery Center, PLLC in Merrionette Park, Illinois

Dear Mr. Kniery:

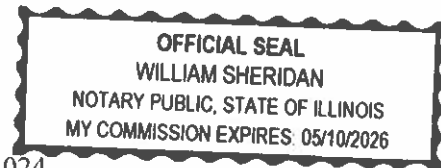
I am an Interventional Cardiologist. Over the most recent twelve-month period, I performed a total of 129 surgery cases, which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
Palos Community	Hospital	41
Silver Cross	Hospital	88
	TOTAL	129

Based on my historical referrals, I anticipate referring 30 surgical cases each year to the proposed Cardiac Catheterization Lab, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

Respectfully submitted,

Dominick Stella MD
Dr. Dominick Stella



Subscribed and sworn to me this 11th day of June, 2024.

Wm Sheridan
Notary Public

Seal:

236



June 11, 2024

Mr. John P. Kniery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed Cardiac Catheterization Cases at Premier Cardiac Surgery Center, PLLC in Merrionette Park, Illinois

Dear Mr. Kniery:

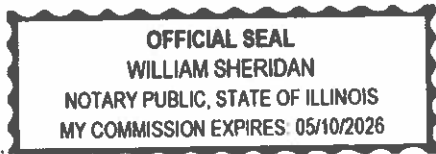
I am an Interventional Cardiologist. Over the most recent twelve-month period, I performed a total of 315 surgery cases, which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
Christ	Hospital	2
MacNeal	Hospital	4
Palos Community	Hospital	24
Ascension St. Joseph	Hospital	1
Silver Cross	Hospital	284
TOTAL		315

Based on my historical referrals, I anticipate referring 75 surgical cases each year to the proposed Cardiac Catheterization Lab, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

Respectfully submitted,

Dr. Reema Sheth



Subscribed and sworn to me this 11th day of June, 2024.

Notary Public

Seal:



June 11, 2024

Mr. John P. Kniery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed Cardiac Catheterization Cases at Premier Cardiac Surgery Center, PLLC in Merrionette Park, Illinois

Dear Mr. Kniery:

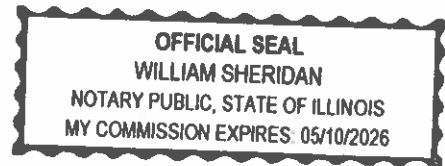
I am an Interventional Cardiologist. Over the most recent twelve-month period, I performed a total of 28 surgery cases, which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
Christ	Hospital	8
Palos Community	Hospital	19
Silver Cross	Hospital	1
	TOTAL	28

Based on my historical referrals, I anticipate referring 10 surgical cases each year to the proposed Cardiac Catheterization Lab, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

Respectfully submitted,

Dr. Ravi Ramana



Subscribed and sworn to me this 11th day of June, 2024.

Notary Public
Seal:



June 10, 2024

Mr. John P. Kniery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed Ablation Procedures – Premier Cardiac Surgery Center in Merrionette Park, Illinois

Dear Mr. Kniery:

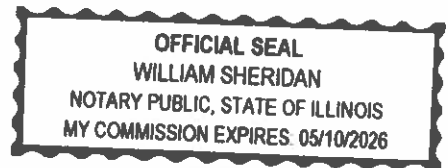
I am an Electrophysiologist. Over the most recent twelve-month period, I performed a total of 22 ablation surgery cases which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
MacNeal Hospital	Hospital	22
	TOTAL	22

Based on my historical referrals, I anticipate referring 11 ablation cases each year to the proposed Cardiac Catheterization Lab which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

Respectfully submitted,

Dr. Charles Kinder



Subscribed and sworn to me this 10th day of June, 2024.

Notary Public

Seal:



June 10, 2024

Mr. John P. Kniery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed Cardiac Catheterization Cases at Premier Cardiac Surgery Center, PLLC in Merrionette Park, Illinois

Dear Mr. Kniery:

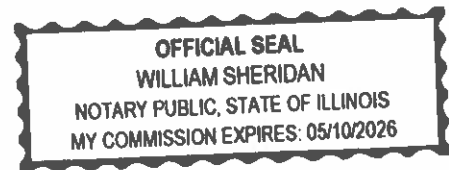
I am an Interventional Cardiologist. Over the most recent twelve-month period, I performed a total of 186 surgery cases, which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
Christ	Hospital	2
Palos Community	Hospital	26
Silver Cross	Hospital	158
TOTAL		186

Based on my historical referrals, I anticipate referring 45 surgical cases each year to the proposed Cardiac Catheterization Lab, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

Respectfully submitted,

Dr. Anil Vira



Subscribed and sworn to me this 10th day of June, 2024.

Notary Public
Seal:



June 7, 2024

Mr. John P. Kniery, Administrator
Illinois Health Facilities and Services Review Board
525 West Jefferson Street, Second Floor
Springfield, Illinois 62761

RE: Proposed Cardiac Ablation Procedures – Premier Cardiac Surgery Center in Merrionette Park, Illinois

Dear Mr. Kniery:

I am an Electrophysiologist. Over the most recent twelve-month period, I performed a total of 408 ablation surgery cases which were performed at a hospital. Surgical cases falling under this category of service will constitute the majority of my surgical work in the future. During this twelve-month period, I referred my surgical cases to the following hospitals.

Name of Healthcare Facility	Type of Healthcare Facility	Hospital/Licensed ASTC (Number of Cases) Most Recent 12 Month Period
Palos Community Hospital	Hospital	86
Silver Cross Hospital	Hospital	322
	TOTAL	408

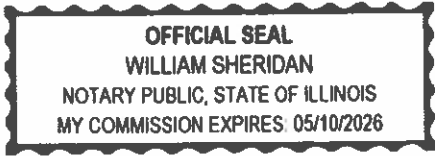
Based on my historical referrals, I anticipate referring 100 ablation cases each year to the proposed Cardiac Catheterization Lab, which will be located at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803. I will begin to refer cases once the proposed ASTC becomes operational. I certify: (1) that these patients will reside within the Applicant's proposed geographic service area; (2) that the aforementioned referrals have not been used to support another pending or approved certificate of need permit application; and (3) that the information provided in this letter is true and correct to the best of my knowledge.

Respectfully submitted,

Dr. Michael Porter

Subscribed and sworn to me this 7th day of June, 2024.

Notary Public



7. Patients by Place of Origin - Calendar Year 2023

Optional Reporting Method:

For your ease of reporting, we have supplied a Microsoft Excel worksheet for the entry of Patient Origin Data.

1. CLICK HERE to ACCESS THE WORKSHEET.

2. Save the worksheet to your computer.
3. Follow the directions on the worksheet to enter your data.
4. Email the completed spreadsheet to DPH.FacilitySurvey@illinois.gov
5. Retain a copy of the worksheet in case follow-up is required.

If you do not wish to use the Patient Origin worksheet, please use the spaces below to report the place of origin of the patients seen at your ASTC during Calendar Year 2023, and the number of patients from each area. 5-digit Zip Code areas are preferred; if Zip Code information is not available, please report by county name.

	Zip Code Area	County Name	Number of Patients
1	34145	Collier, FL	1
2	46307	Lake, IN	1
3	46373	Lake, IN	1
4	46375	Lake, IN	1
5	49453	Allegan, MI	1
6	53092	Ozaukee, WI	1
7	53105	Racine, WI	1
8	53121	Walworth, WI	1
9	85268	Maricopa, AZ	1
10	60008	Cook	1
11	60051	McHenry	1
12	60104	Cook	1
13	60126	DuPage	1
14	60142	McHenry	1
15	60155	Cook	1
16	60302	Cook	3
17	60305	Cook	1
18	60401	Will	1
19	60402	Cook	29
20	60403	Will	6
21	60404	Will	7
22	60406	Cook	3
23	60407	Grundy	1
24	60408	Will	3
25	60409	Cook	1

	Zip Code Area	County Name	Number of Patients
26	60410	Will	2
27	60411	Cook	2
28	60415	Cook	6
29	60416	Grundy	3
30	60417	Will	3
31	60418	Cook	8
32	60419	Cook	1
33	60420	Livingston	1
34	60421	Will	2
35	60423	Will	22
36	60426	Cook	3
37	60429	Cook	1
38	60430	Cook	2
39	60431	Will	3
40	60432	Will	2
41	60433	Will	4
42	60435	Will	10
43	60436	Will	3
44	60439	Cook	13
45	60441	Will	11
46	60442	Will	5
47	60443	Cook	2
48	60445	Cook	10
49	60446	Cook	5
50	60447	Grundy	1

7. Patients by Place of Origin (Continued)

Please report the places of origin of the patients seen at your ASTC during Calendar Year 2023, and the number of patients from each area.

5-digit Zip Code areas are preferred; if Zip Code information is not available, please report by county of origin.

	Zip Code Area	County Name	Number of Patients
51	60448	Will	30
52	60449	Will	3
53	60450	Grundy	10
54	60451	Will	30
55	60452	Cook	11
56	60453	Cook	17
57	60455	Cook	6
58	60456	Cook	3
59	60457	Cook	3
60	60458	Cook	2
61	60459	Cook	6
62	60462	Cook	39
63	60463	Cook	7
64	60464	Cook	7
65	60465	Cook	7
66	60466	Cook	2
67	60467	Cook	28
68	60468	Will	14
69	60469	Cook	1
70	60471	Cook	2
71	60472	Cook	1
72	60473	Cook	2
73	60475	Cook	2
74	60477	Cook	36
75	60478	Cook	1

	Zip Code Area	County Name	Number of Patients
76	60480	Cook	1
77	60481	Will	3
78	60482	Cook	6
79	60486		1
80	60487	Cook	21
81	60490	Will	1
82	60491	Will	24
83	60501	Cook	1
84	60513	Cook	1
85	60516	DuPage	1
86	60523	DuPage	2
87	60525	Cook	1
88	60526	Cook	1
89	60527	DuPage	1
90	60534	Cook	2
91	60540	DuPage	1
92	60541	Kendall	2
93	60544	Will	1
94	60546	Cook	4
95	60559	DuPage	1
96	60564	Will	1
97	60565	DuPage	1
98	60585	Will	1
99	60586	Will	4
100	60609	Cook	

7. Patients by Place of Origin (Continued)

Please report the places of origin of the patients seen at your ASTC during Calendar Year 2023, and the number of patients from each area.

5-digit Zip Code areas are preferred; if Zip Code information is not available, please report by county of origin.

	Zip Code Area	County Name	Number of Patients
101	60616	Cook	2
102	60617	Cook	2
103	60619	Cook	1
104	60620	Cook	4
105	60623	Cook	1
106	60628	Cook	7
107	60629	Cook	6
108	60632	Cook	3
109	60633	Cook	3
110	60638	Cook	23
111	60640	Cook	1
112	60643	Cook	7
113	60646	Cook	1
114	60647	Cook	1
115	60651	Cook	1
116	60652	Cook	4
117	60655	Cook	8
118	60803	Cook	13
119	60804	Cook	19
120	60805	Cook	1
121	60827	Cook	1
122	60901	Kankakee	1
123	60914	Kankakee	2
124	60950	Kankakee	1
125	61350	LaSalle	1

	Zip Code Area	County Name	Number of Patients
126	61360	LaSalle	1
127	61760	Woolford	1
128			
129			
130			
131			
132			
133			
134			
135			
136			
137			
138			
139			
140			
141			
142			
143			
144			
145			
146			
147			
148			
149			
150			

Row Labels	Sum of Zip Code Count
8610	1
33991	1
34134	1
45002	1
46356	1
60008	1
60098	1
60107	1
60137	1
60155	1
60193	1
60401	1
60426	1
60434	1
60437	1
60644	1
60654	1
77459	1
80503	1
83616	1
85029	1
33990	1
34104	1
34145	1
34481	1
46032	1
46206	1
46303	1
46307	2
46310	1
46311	3
46322	2
46323	1
46341	1
46360	1
46375	1
46534	1
46545	1
46725	1
47960	1
49065	1
49106	1
49107	1
53121	1

245

53403	1
60010	3
60050	1
60068	1
60084	1
60104	1
60126	3
60130	3
60133	1
60137	1
60148	1
60153	2
60154	3
60160	2
60162	1
60185	1
60188	1
60302	4
60303	1
60401	3
60402	48
60403	31
60404	20
60406	14
60407	2
60408	14
60409	3
60410	23
60411	8
60415	7
60416	11
60417	6
60418	14
60419	2
60420	1
60421	18
60422	4
60423	102
60424	3
60425	1
60428	1
60430	7
60431	35
60432	16
60433	25
60435	70
60436	19

60438	1
60439	36
60440	4
60441	66
60442	31
60443	6
60444	4
60445	19
60446	18
60447	25
60448	86
60449	20
60450	36
60451	104
60452	41
60453	25
60455	15
60456	4
60457	8
60458	3
60459	11
60461	2
60462	89
60463	24
60464	23
60465	21
60466	4
60467	78
60468	9
60469	1
60471	1
60473	1
60474	1
60475	3
60476	1
60477	69
60478	2
60480	2
60481	13
60482	11
60486	1
60487	60
60490	3
60491	83
60501	6
60513	11
60515	3

60516	1
60517	2
60523	1
60525	4
60526	1
60527	8
60532	1
60534	9
60540	2
60541	2
60544	12
60546	5
60558	1
60559	3
60560	2
60561	8
60565	1
60585	1
60586	28
60601	1
60605	2
60607	1
60608	4
60609	1
60613	1
60616	1
60617	3
60618	1
60620	4
60621	1
60623	12
60626	1
60628	3
60629	23
60632	20
60633	1
60637	1
60638	48
60639	2
60643	6
60652	9
60655	14
60707	3
60803	16
60804	38
60805	6
60827	4

60901	1
60913	1
60914	5
60917	1
60931	1
60935	2
60950	7
60957	1
60964	1
61016	1
61048	1
61068	1
61329	1
61341	10
61350	4
61360	3
61362	1
61364	2
61370	1
61764	2
61873	1
62269	1
62644	1
62948	1
83702	1
83714	1
89117	1
90055	1
Grand Total	2047

Hospital Productivity Report Heart Care Centers of Illinois, S.C. Physician:

Place of Service	CPT	CPT Code Description	Total Units
CHRIST HOSPITAL OUTPT	7571026	ANGIO,EXTREM, UNILAT S&I	1
	9345126	RT HEART CATH	1
CHRIST HOSPITAL OUTPT CATH	7571026	ANGIO,EXTREM, UNILAT S&I	8
	7571626	ANGIO,EXTREM, BILAT S&I	5
	92920	CORONARY PTCA	2
	92928	CORONARY STENT	31
	9297826	INTRACORONARY US;INITIAL	6
	9345126	RT HEART CATH	11
	9345326	RT & LT CATH RETROGRADE	2
	9345426	CORONARY ANGIO	27
	9345526	COR ANGIO W/V/GRAFT/LIMA	11
	9345626	RT HEART CATH/CORS	4
	9345726	CORONARY ANGIO/BYPAS GRFT	1
	9345826	LT HRT/CORS/LV	37
	9345926	LTHRT/CORS/LV/A-V GRFT/RT	4
	9346026	RT-LT HRT/CORS/LV	18
	9346126	RT-LT HRT LV/CORS/SVG-IMA	2
LITTLE CO OF MARY HOSP OUTPT CATH	93654	CATHERETER ABLATION VT	1
	93655	ABLATION/ADDL ARRHYTHMIA	1
	93656	EP EVAL/PULM VEIN ISOLAT	3
	93657	ABLATION-LT/RT ATRIUM	1
	9297826	INTRACORONARY US;INITIAL	1
	9345926	LTHRT/CORS/LV/A-V GRFT/RT	1
	9297826	INTRACORONARY US;INITIAL	1
MACNEAL HOSPITAL OUTPT	9345826	LT HRT/CORS/LV	2
	7563026	AORTGRAPH, ABD+RUNOFF S&I	2

177

2

467

250

End Date: 12/31/2022

Hospital Productivity Report Heart Care Centers of Illinois, S.C. Physician:

Place of Service	CPT	CPT Code Description	Total Units
251 PALOS COMMUNITY HOSP OUTPT	7571026	ANGIO,EXTREM, UNILAT S&I	20
	7571626	ANGIO,EXTREM, BILAT S&I	19
	92920	CORONARY PTCA	3
	92928	CORONARY STENT	64
	9297826	INTRACORONARY US;INITIAL	19
	9345126	RT HEART CATH	10
	9345426	CORONARY ANGIO	40
	9345526	COR ANGIO W/WGRAFT/LIMA	12
	9345626	RT HEART CATH/CORS	9
	9345726	CORONARY ANGIO/BYPAS GRFT	1
	9345826	LT HRT/CORS/LV	205
	9345926	LTHRT/CORS/LV/A-V GRFT/RT	22
	9346026	RT-LT HRT/CORS/LV	31
	93650	CATH ABLATION AV NODE FNC	7
	9345426	CORONARY ANGIO	1
	93653	CATHETER ABLATION PSVT	1
	93654	CATHETER ABLATION VT	1
	93656	EP EVAL/PULM VEIN ISOLAT	2
	93657	ABLATION-LT/RT ATRIUM	1
	PALOS COMMUNITY HOSP OUTPT CATH	92920	CORONARY PTCA
92928		CORONARY STENT	45
9345126		RT HEART CATH	6
9345426		CORONARY ANGIO	74
9345526		COR ANGIO W/WGRAFT/LIMA	19
9345626		RT HEART CATH/CORS	11
9345726		CORONARY ANGIO/BYPAS GRFT	1

514

End Date: 12/31/2022

Hospital Productivity Report Heart Care Centers of Illinois, S.C. Physician:

Place of Service	CPT	CPT Code Description	Total Units
PRESENCE ST JOSEPH MED CTR OUTPAT	9345826	LT HRT/CORS/LV	192
	9345926	LHRT/CORS/LV/A-V GRFT/RT	20
	9346026	RT-LT HRT/CORS/LV	20
	9346126	RT-LT HRT LV/CORS/SVG-IMA	1
	93613	INTRACARDIAC 3-D MAPPING	6
	93650	CATH ABLATION AV NODE FNC	11
	93653	CATHETER ABLATION PSVT	22
	93654	CATHETER ABLATION VT	3
	93655	ABLATION/ADDL ARRHYTHMIA	16
	93656	EP EVAL/PULM VEIN ISOLAT	51
	93657	ABLATION-LT/RT ATRIUM	9
	7563026	AORTOGRAPH, ABD+RUNOFF S&I	14
	7571026	ANGIO,EXTREM, UNILAT S&I	6
	7571626	ANGIO,EXTREM, BILAT S&I	7
	92920	CORONARY PTCA	6
	92928	CORONARY STENT	92
	9297826	INTRACORONARY US;INITIAL	34
	9345126	RT HEART CATH	4
	9345426	CORONARY ANGIO	80
	9345526	COR ANGIO WV/GRAFT/LIMA	20
SILVER CROSS HOSPITAL OUTPT	9345826	LT HRT/CORS/LV	113
	9345926	LHRT/CORS/LV/A-V GRFT/RT	19
	9346026	RT-LT HRT/CORS/LV	28
	9346126	RT-LT HRT LV/CORS/SVG-IMA	3
	9345626	RT HEART CATH/CORS	1
	93655	ABLATION/ADDL ARRHYTHMIA	2

426

1,433

252

End Date: 12/31/2022

Brett Stephen, Director, Information Systems Heart Care Centers of Illinois, S.C.(708) 478-3600 x 1 Report Date: 1/1/2022

End Date: 12/31/2022

Hospital Productivity Report Heart Care Centers of Illinois, S.C. Physician:

Place of Service	CPT	CPT Code Description	Total Units
SILVER CROSS HOSPITAL OUTPT CATH	93656	EP EVAL/PULM VEIN ISOLAT	3
	7563026	AORTGRAPH, ABD+RUNOFF S&I	6
	7571026	ANGIO,EXTREM, UNILAT S&I	9
	7571626	ANGIO,EXTREM, BILAT S&I	7
	92920	CORONARY PTCA	12
	92928	CORONARY STENT	208
	9297826	INTRACORONARY US;INITIAL	35
	9345126	RT HEART CATH	19
	9345326	RT & LT CATH RETROGRADE	1
	9345426	CORONARY ANGIO	199
	9345526	COR ANGIO WV/GRAFT/LIMA	30
	9345626	RT HEART CATH/CORS	39
	9345726	CORONARY ANGIO/BYPAS GRFT	7
	9345826	LT HRT/CORS/LV	482
	9345926	LTHRT/CORS/LV/A-V GRFT/RT	54
	9346026	RT-LT HRT/CORS/LV	46
	9346126	RT-LT HRT LV/CORS/SVG-IMA	6
	93613	INTRACARDIAC 3-D MAPPING	10
	93650	CATH ABLATION AV NODE FNC	12
	93653	CATHETER ABLATION PSVT	44
93654	CATHETER ABLATION VT	12	
93655	ABLATION/ADDL ARRHYTHMIA	48	
93656	EP EVAL/PULM VEIN ISOLAT	135	
93657	ABLATION-LT/RT ATRIUM	6	
			3,019

253

End Date: 12/31/2022

Brett Stephen, Director, Information Systems Heart Care Centers of Illinois, S.C.(708) 478-3600 x 1 Fax Start Date: 1/1/2022

Hospital Productivity Report Heart Care Centers of Illinois, S.C. Physician:

End Date: 12/31/2021

Place of Service	CPT	CPT Code Description	Total Units	
CHRIST HOSPITAL OUTPT	7563026	AORTGRAPH, ABD+RUNOFF S&I	2	
	7571026	ANGIO,EXTREM, UNILAT S&I	2	
	7571626	ANGIO,EXTREM, BILAT S&I	6	
	92920	CORONARY PTCA	2	
	92928	CORONARY STENT	23	
	9297826	INTRACORONARY US;INITIAL	5	
	9345126	RT HEART CATH	14	
	9345326	RT & LT CATH RETROGRADE	2	
	9345426	CORONARY ANGIO	23	
	9345526	COR ANGIO W//GRAFT/LIMA	6	
	9345626	RT HEART CATH/CORS	4	
	9345726	CORONARY ANGIO/BYPAS GRFT	1	
	9345826	LT HRT/CORS/LV	34	
	9345926	LHRT/CORS/LV/A-V GRFT/RT	11	
	9346026	RT-LT HRT/CORS/LV	9	
	93613	INTRACARDIAC 3-D MAPPING	4	
	93654	CATHETER ABLATION VT	1	
	93655	ABLATION/ADDL ARRHYTHMIA	3	
	93656	EP EVAL/PULM VEIN ISOLAT	4	
	CHRIST HOSPITAL OUTPT CATH	7563026	AORTGRAPH, ABD+RUNOFF S&I	1
		7571026	ANGIO,EXTREM, UNILAT S&I	1
		92920	CORONARY PTCA	1
		92928	CORONARY STENT	11
9345126		RT HEART CATH	3	
9345426		CORONARY ANGIO	9	
9345626		RT HEART CATH/CORS	2	

254

End Date: 12/31/2021

Hospital Productivity Report Heart Care Centers of Illinois, S.C. Physician:

Place of Service	CPT	CPT Code Description	Total Units
LITTLE CO OF MARY HOSP OUTPT CATH	9345826	LT HRT/CORS/LV	8
	9345926	LHRT/CORS/LV/A-V GRFT/RT	1
	9346026	RT-LT HRT/CORS/LV	1
	92920	CORONARY PTCA	2
	92928	CORONARY STENT	2
	9345826	LT HRT/CORS/LV	13
	7571626	ANGIO,EXTREM, BILAT S&I	1
	92928	CORONARY STENT	1
	9345826	LT HRT/CORS/LV	2
	9345926	LHRT/CORS/LV/A-V GRFT/RT	1
MACNEAL HOSPITAL OUTPT	9346026	RT-LT HRT/CORS/LV	2
	7563026	AORTGRAPH, ABD+RUNOFF S&I	8
	7571026	ANGIO,EXTREM, UNILAT S&I	18
	7571626	ANGIO,EXTREM, BILAT S&I	19
	92920	CORONARY PTCA	4
	92928	CORONARY STENT	71
	9297826	INTRACORONARY US;INITIAL	27
	9345126	RT HEART CATH	8
	9345426	CORONARY ANGIO	22
	9345526	COR ANGIO W/W/GRAFT/LIMA	7
MACNEAL HOSPITAL OUTPT CATH	9345626	RT HEART CATH/CORS	2
	9345726	CORONARY ANGIO/BYPAS GRFT	1
	9345826	LT HRT/CORS/LV	197
	9345926	LHRT/CORS/LV/A-V GRFT/RT	26
	9346026	RT-LT HRT/CORS/LV	31
	93650	CATH ABLATION AV NODE FNC	17

255

End Date: 12/31/2021

Hospital Productivity Report Heart Care Centers of Illinois, S.C. Physician:

255

Brett Stephen, Director, Information Systems Heart Care Centers of Illinois, S.C.(708) 478-3600 x 1111 Start Date: 1/1/2021

End Date: 12/31/2021

Hospital Productivity Report Heart Care Centers of Illinois, S.C. Physician:

Place of Service	CPT	CPT Code Description	Total Units	
PALOS COMMUNITY HOSP OUTPT	93613	INTRACARDIAC 3-D MAPPING	42	
	93650	CATH ABLATION AV NODE FNC	7	
	93653	CATHETER ABLATION PSVT	10	
	93654	CATHETER ABLATION VT	6	
	93655	ABLATION/ADDL ARRHYTHMIA	4	
	93656	EP EVAL/PULM VEIN ISOLAT	23	
	93657	ABLATION-LT/RT ATRIUM	6	
	PALOS COMMUNITY HOSP OUTPT CATH	7571026	ANGIO,EXTREM, UNILAT S&I	5
		7571626	ANGIO,EXTREM, BILAT S&I	5
		92928	CORONARY STENT	49
		9345126	RT HEART CATH	2
		9345426	CORONARY ANGIO	145
		9345526	COR ANGIO W/M/GRAFT/LIMA	21
		9345626	RT HEART CATH/CORS	18
		9345826	LT HRT/CORS/LV	184
9345926		LHRT/CORS/LV/A-V GRFT/RT	23	
9346026		RT-LT HRT/CORS/LV	26	
9346126		RT-LT HRT LV/CORS/SVG-IMA	4	
93613		INTRACARDIAC 3-D MAPPING	39	
93650		CATH ABLATION AV NODE FNC	7	
93653		CATHETER ABLATION PSVT	11	
PRESENCE ST JOSEPH MED CTR OUTPT		93654	CATHETER ABLATION VT	7
	93655	ABLATION/ADDL ARRHYTHMIA	4	
	93656	EP EVAL/PULM VEIN ISOLAT	17	
	93657	ABLATION-LT/RT ATRIUM	4	
	92928	CORONARY STENT	1	

669

382

256

End Date: 12/31/2021

Brett Stephen, Director, Information Systems Heart Care Centers of Illinois, S.C.(708) 478-3600 x 1111 Start Date: 1/1/2021

End Date: 12/31/2021

Hospital Productivity Report Heart Care Centers of Illinois, S. C. Physician:

Place of Service	CPT	CPT Code Description	Total Units
PRESENCE ST JOSEPH MED CTR OUTPTCAT	9345826	LT HRT/CORS/LV	3
	9346026	RT-LT HRT/CORS/LV	1
	7563026	AORTGRAPH, ABD+RUNOFF S&I	13
	7571026	ANGIO,EXTREM, UNILAT S&I	9
	7571626	ANGIO,EXTREM, BILAT S&I	11
	92920	CORONARY PTCA	5
	92928	CORONARY STENT	64
	9297826	INTRACORONARY US;INITIAL	36
	9345126	RT HEART CATH	3
	9345426	CORONARY ANGIO	58
	9345526	COR ANGIO WV/GRAFT/LIMA	7
	9345626	RT HEART CATH/CORS	2
	9345826	LT HRT/CORS/LV	129
	9345926	LTHRT/CORS/LV/A-V GRFT/RT	16
	9346026	RT-LT HRT/CORS/LV	21
SILVER CROSS HOSPITAL OUTPT	9346126	RT-LT HRT LV/CORS/SVG-IMA	3
	9345826	LT HRT/CORS/LV	4
	93613	INTRACARDIAC 3-D MAPPING	2
	93655	ABLATION/ADDL ARRHYTHMIA	1
	93656	EP EVAL/PULM VEIN ISOLAT	2
	7563026	AORTGRAPH, ABD+RUNOFF S&I	4
	7571026	ANGIO,EXTREM, UNILAT S&I	10
	7571626	ANGIO,EXTREM, BILAT S&I	8
	92920	CORONARY PTCA	10
	92928	CORONARY STENT	149
SILVER CROSS HOSPITAL OUTPT CATH	9297826	INTRACORONARY US;INITIAL	16

1,421

257

End Date: 12/31/2021

Brett Stephen, Director, Information SystemsHeart Care Centers of Illinois, S.C.(708) 478-3600 x 1111 Staff Date: 1/1/2021

Hospital Productivity Report Heart Care Centers of Illinois, S.C. Physician:

End Date: 12/31/2021

Place of Service	CPT	CPT Code Description	Total Units
	9345126	RT HEART CATH	20
	9345326	RT & LT CATH RETROGRADE	3
	9345426	CORONARY ANGIO	99
	9345526	COR ANGIO W/WGRAFT/LIMA	21
	9345626	RT HEART CATH/CORS	32
	9345726	CORONARY ANGIO/BYPAS GRFT	7
	9345826	LT HRT/CORS/LV	462
	9345926	LTHRT/CORS/LV/A-V GRFT/RT	37
	9346026	RT-LT HRT/CORS/LV	57
	9346126	RT-LT HRT LV/CORS/SVG-IMA	3
	93613	INTRACARDIAC 3-D MAPPING	193
	93650	CATH ABLATION AV NODE FNC	18
	93653	CATHETER ABLATION PSVT	63
	93654	CATHETER ABLATION VT	23
	93655	ABLATION/ADDL ARRHYTHMIA	52
	93656	EP EVAL/PULM VEIN ISOLAT	117
	93657	ABLATION-LT/RT ATRIUM	8
			3,148

258

**Cardiac Cath and Ablation Cases
Calendar Year 2021**

Hospital	Cases
Advocate Christ	194
Little Company of Mary	17
MacNeal	465
Palos Community	669
Presence St. Joseph	382
Silver Cross	1421
Total	3148

**Cardiac Cath and Ablation Procedures
Calendar Year 2022**

Hospital	Cases
Advocate Christ	177
Little Company of Mary	2
MacNeal	467
Palos Community	514
Presence St. Joseph	426
Silver Cross	1433
Total	3019

ATTACHMENT 23-3

Criterion 1110.225(c) – Unnecessary Duplication

As required, the Applicant provides on the following pages: (a) copies of the letter sent to all facilities within the planning area that currently provide cardiac catheterization, which included a description of the proposed project and a request that the other facility quantify the impact of the proposal on its program; and (b) copies of the responses received from the facilities to which the letter was sent. Responses which are received after this application is submitted for consideration, if any, will be provided to the State Board in a supplemental filing.

HSA	Hospital	City	CC Labs	2021 CCPs	Standard (200CCP/Lab)	# Above State Std.	Projected Impact	Balance	Standard Met?
7	Advocate Christ	Oak Lawn	4	6,191	1,600	4,591	19	4,572	Yes
	Advent Hinsdale	Hinsdale	2	723	800	[77]	5	*	Yes
	Advent LaGrange	LaGrange	2	301	800	[499]	4	*	No
	Little Co. of Mary	Evergreen Park	1	1,012	400	612	10	602	Yes
	MacNeal Hospital	Berwyn	1	912	400	512	109	403	Yes
	Palos Community	Palos Heights	1	2,306	400	1,906	61	1,845	Yes
8	Saint Joseph	Joliet	3	2,337	1,200	1,137	92	1,045	Yes
	Silver Cross	New Lenox	1	6,506	400	6,106	292	5,814	Yes
TOTALS						14,088	583		

The chart above shows that the proposed Cardiac Catheterization Lab will not reduce the volume of existing facilities below the State Board standard in 7 out of 8 hospitals from which cases will be transferred to the proposed Cath Lab. Only Advent LaGrange Hospital would see a negative impact if the proposed Project is approved. However, the Applicant will not move any volume out of Advent LaGrange Hospital because its utilization goals can be achieved by transferring cases from hospitals with very large volumes, such as Silver Cross Hospital in New Lenox, Illinois. With this adjustment in case referrals, the Applicant will not create an unnecessary duplication of services if a CON permit is granted.

Copies of Letters Sent to CC Labs
(see attached)



June 21 2024

Vincent A. Kucich, M.D. MBA, FACS, FACHE
OSF Little Company of Mary Hospital
2800 West 95th Street
Evergreen Park, IL 60805

Dear Mr. Kucich,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about the proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with this notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on OSF Little Company of Mary's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext. 1420

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, MD
President/Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521



June 21, 2024

Mr. Michael Antoniadis, President
Ingalls Memorial Hospital
One Ingalls Drive
Harvey, IL 60426

Dear Mr. Antoniadis,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with his notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Ingalls Memorial Hospital's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext 1420.

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, M.D.
President / Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

264



June 21, 2024

Kimberley Darey, M.D., President
Elmhurst Hospital
155 East Brush Hill Road
Elmhurst, IL 60126

Dear Ms. Darey,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with his notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Elmhurst Hospital's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext 1420.

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, M.D.
President / Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521



June 21 2024

Mr. Michael Hartke, President
Northwest Community Hospital
800 West Central Road
Arlington Heights, IL 60005

Dear Mr. Hartke,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about the proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with this notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Northwest Community Hospital's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext. 1420

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, MD
President/Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

266



June 21 2024

Raymond Grady, President and CEO
Franciscan Health, Olympia Fields
20201 S. Crawford
Olympia Fields, IL 60461

Dear Mr. Grady,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about the proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with this notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Franciscan Health, Olympia Field's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext. 1420

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, MD
President/Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 ~ Fax: 708-972-7521

267



June 21 2024

Ms. Elizabeth E. Early, President
Loyola Health at Gottlieb
701 West North Avenue
Melrose Park, IL 60160

Dear Ms. Early,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about the proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with this notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Loyola Health at Gottlieb's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext. 1420

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, MD
President/Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521



June 21 2024

Ms. Irene Dumanis, CEO
West Suburban Medical Center
3 Erie Court
Oak Park, IL 60302

Dear Ms. Dumanis,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about the proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with this notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on West Suburban Medical Center's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext. 1420

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, MD
President/Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

269



June 21 2024

Mr. Allison Wyler, President
Good Samaritan Hospital – Advocate
3815 Highland Avenue
Downers Grove, IL 60515

Dear Ms. Wyler,

Regulations of the Illinois Health Facilities and Services Review Board (“State Board”) require that applicants seeking a certificate of need (“CON”) permit to establish a cardiac catheterization laboratory (“Cath Lab”) notify all providers of cardiac catheterization services within the relevant health service area about the proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center (“ASTC”). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 (“Project Site”). The Project Site is in Health Service Area 7.

In connection with this notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Good Samaritan Hospital – Advocate’s cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext. 1420

Thank you for your prompt attention to this matter.

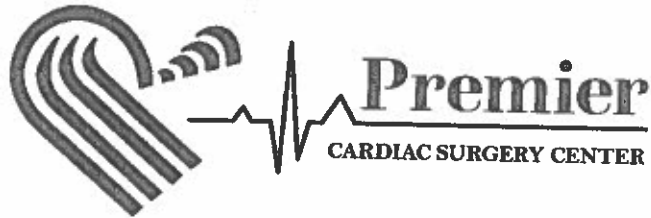
Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, MD
President/Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

270



June 21, 2024

Vladimir Radivojevic, CEO
Advent Health, Glen Oaks
701 Winthrop Avenue
Glendale Heights, IL 60139

Dear Mr. Radivojevic,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about proposed cardiac catheterization and to seek an impact statement from such providers.


Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with his notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Advent Health, Glen Oaks cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext 1420.

Thank you for your prompt attention to this matter.

Respectfully,


Ronald Stella, M.D.
President / Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

271



June 21 2024

Mr. Dino Rumoro, CEO
Rush Oak Park Hospital, Inc.
520 South Maple Avenue
Oak Park, IL 60304

Dear Mr. Rumoro,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about the proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with this notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Rush Oak Park Hospital's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext. 1420

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, MD
President/Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

272



June 21, 2024

Ms. Roxann Barber, President
Alexius Medical Center
1555 North Barrington Road
Hoffman Estates, IL 60169

Dear Ms. Barber,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with his notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Alexius Medical Center's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext 1420.

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, M.D.
President / Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521



June 21 2024

Mr. Sean T. O'Grady, President
Northshore - Skokie
9600 Gross Point Road
Skokie, IL 60076

Dear Mr. O'Grady,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about the proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with this notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Northshore-Skokie's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext. 1420

Thank you for your prompt attention to this matter.

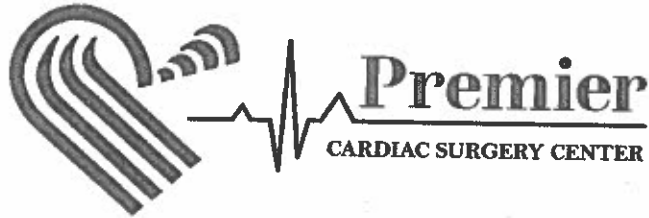
Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, MD
President/Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

274



June 21 2024

Mr. Sean T. O'Grady, President
Northshore University Health System
Glenbrook Hospital
2100 Pfingsten Road
Glenview, IL 60026

Dear Mr. O'Grady,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about the proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with this notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Northshore's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext. 1420

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, MD
President/Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

275



June 21 2024

Mr. Sean T. O'Grady, President
Evanston Hospital
2650 Ridge Avenue
Evanston, IL 60201

Dear Mr. O'Grady,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about the proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with this notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Evanston Hospital's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext. 1420

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, MD
President/Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521



June 21 2024

Mr. Dia Nichols, President
Lutheran General Hospital – Advocate
1775 Dempster Street
Park Ridge, IL 60068

Dear Mr. Nichols,

Regulations of the Illinois Health Facilities and Services Review Board (“State Board”) require that applicants seeking a certificate of need (“CON”) permit to establish a cardiac catheterization laboratory (“Cath Lab”) notify all providers of cardiac catheterization services within the relevant health service area about the proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center (“ASTC”). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 (“Project Site”). The Project Site is in Health Service Area 7.

In connection with this notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Lutheran General Hospital – Advocate’s cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext. 1420

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, MD
President/Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

277



June 21, 2024

Michelle Y. Blakely, President
Advocate South Suburban Hospital
17800 South Kedzie Avenue
Hazel Crest, IL 60429

Dear Ms. Blakely,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about proposed cardiac catheterization and to seek an impact statement from such providers.


Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with his notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Advocate South Suburban Hospital's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext 1420.

Thank you for your prompt attention to this matter.

Respectfully,


Ronald Stella, M.D.
President / Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

278



June 21, 2024

Mr. Michael Hedley, President
Northwestern Medicine
Central DuPage Hospital
25 North Winfield Road
Winfield, IL 60190

Dear Mr. Hedley,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with his notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Northwestern Medicine Central DuPage Hospital's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext 1420.

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, M.D.
President / Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

279



June 21, 2024

Ms. Yvette Saba, President
Edward Hospital
801 South Washington Street
Naperville, IL 60540

Dear Ms. Saba,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about proposed cardiac catheterization and to seek an impact statement from such providers.


Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with his notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Edward Hospital's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext 1420.

Thank you for your prompt attention to this matter.

Respectfully,


Ronald Stella, M.D.
President / Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

280



June 21, 2024

Mr. David Manchester, President and CEO
Northwestern Medicine
12251 South 80th Avenue
Palos Heights, IL 60463

Dear Mr. Manchester,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about proposed cardiac catheterization and to seek an impact statement from such providers.


Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with his notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Northwestern Medicine, Palos Hospital's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext 1420.

Thank you for your prompt attention to this matter.

Respectfully,


Ronald Stella, M.D.
President / Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

281



June 21, 2024

Mr. Dan Doherty, President and CEO
Alexian Brothers Medical Center
800 Biesterfield Road
Elk Grove Village, IL 60007

Dear Mr. Doherty,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with his notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Alexian Brothers Medical Center's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext 1420.

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, M.D.
President / Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

282



June 21 2024

Mr. Adam Maycock, CEO
Advent Health – Lagrange
5101 South Willow Springs Road
Lagrange, IL 60525

Dear Mr. Maycock,

Regulations of the Illinois Health Facilities and Services Review Board (“State Board”) require that applicants seeking a certificate of need (“CON”) permit to establish a cardiac catheterization laboratory (“Cath Lab”) notify all providers of cardiac catheterization services within the relevant health service area about the proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center (“ASTC”). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 (“Project Site”). The Project Site is in Health Service Area 7.

In connection with this notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on University of Chicago, Lagrange’s cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext. 1420

Thank you for your prompt attention to this matter.

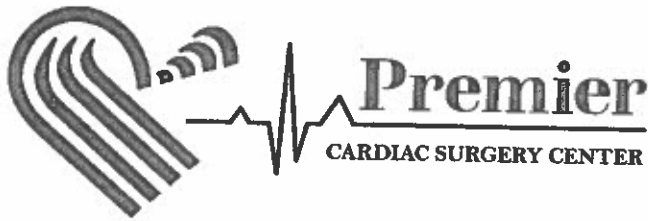
Respectfully,

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Ronald Stella, MD
President/Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

283



June 21, 2024

Mr. Adam Maycock, CEO
Advent Health, Hinsdale
1230 North Oak Street
Hinsdale, IL 60521

Dear Mr. Maycock,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with his notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Advent Health, Hinsdale's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext 1420.

Thank you for your prompt attention to this matter.

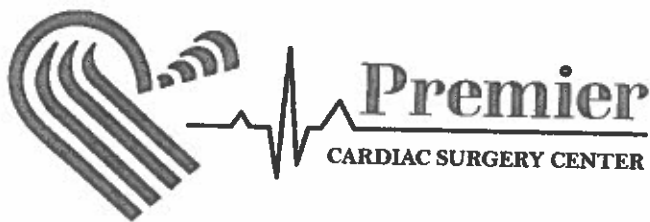
Respectfully,

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Ronald Stella, M.D.
President / Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

284



June 21, 2024

Mr. Shawn Vincent, President and CEO
Loyola University Medical Center
2160 S. First Avenue
Maywood, IL 60153

Dear Mr. Vincent,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with his notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Loyola University Medical Center's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext 1420.

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "R. Stella".

Ronald Stella, M.D.
President / Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

285



June 21, 2024

Mr. Moody Chisholm, President
Advocate Christ Medical Center
4400 West 95th Street
Oak Lawn, IL 60453

Dear Mr. Chisholm,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with his notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on Advocate Christ Medical Center's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext 1420.

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink that reads "Ron Stella".

Ronald Stella, M.D.
President / Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

286



June 21 2024

Mr. Pierre Monice, President
MacNeal Hospital
3249 Oak Park Avenue
Berwyn, IL 60402

Dear Mr. Monice,

Regulations of the Illinois Health Facilities and Services Review Board ("State Board") require that applicants seeking a certificate of need ("CON") permit to establish a cardiac catheterization laboratory ("Cath Lab") notify all providers of cardiac catheterization services within the relevant health service area about the proposed cardiac catheterization and to seek an impact statement from such providers.

Accordingly, please be advised that Premier Cardiac Surgery Center, PLLC intends to submit a CON permit seeking State Board approval for the establishment of a Cath Lab with two procedure rooms in a leased space adjacent to its existing ambulatory surgical treatment center ("ASTC"). The address of the proposed Cath Lab is 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project Site"). The Project Site is in Health Service Area 7.

In connection with this notice, we ask that you provide as soon as possible an impact statement, which provides, in your opinion, the effect that our proposed Cath Lab will have on MacNeal Hospital's cardiac catheterization services. We firmly believe that our proposal will not have an adverse impact on your program.

Please submit your written response to the Project Site address provided above, with attention to Mark Berlin, Administrator. If you have questions, please contact Mr. Berlin at (708) 478-3600 ext. 1420

Thank you for your prompt attention to this matter.

Respectfully,

A handwritten signature in black ink, appearing to read "Ron Stella".

Ronald Stella, MD
President/Board Chair

11560 S. Kedzie, Suite 102, Merrionette Park, IL 60803
Phone: 708-972-7620 – Fax: 708-972-7521

287

Copies of Letters Received

None. The impact letters were mailed a few days before this application was submitted to the State Board. Impact letters will be forwarded to the State Board as they are received by the Applicant.

ATTACHMENT 23-4

Criterion 1110.225(d) – Modernization

The following chart shows the number of cardiac catheterizations performed by the Applicant’s physicians for the most recent 12-month period:

Hospital	2024
Christ	94
Hinsdale	25
LaGrange	20
Little Co. of Mary	5
MacNeal	543
Palos Community	303
Saint Joseph	458
Silver Cross	1,456
TOTAL	2,904

Current & Projected Utilization

	Dept./ Service	Historical Utilization (Patient Days) (Treatments) Etc.	Projected Utilization	State Standard 200 Cases/Year (Per Lab Room)	Met Standard?
Year 1 (2026-2027)	Cardiac Cath.	0	500	200	YES
Year 2 (2027-2028)	Cardiac Cath	0	583	200	YES

Summary

The State Board has established utilization standards for certain departments, clinical service areas, and facilities. Specifically, a Cath Lab applicant must document that, by the end of the second year of operation, the annual utilization of the clinical service areas shall meet or exceed the applicable utilization standards. For the proposed Cath Lab, the Applicant must demonstrate that it will achieve a total of 200 procedures per year (i.e., 200 per lab).

As the chart above illustrates, the Applicant will meet this state standard by the end of the first full year of operation following the date of project completion.

HSA	Hospital	City	CC Labs	2021 CCPs	Standard (200CCP/Lab)	# Above State Std.	Projected Impact	Balance	Standard Met?
7	Advocate Christ	Oak Lawn	4	6,191	1,600	4,591	19	4,572	Yes
	Advent Hinsdale	Hinsdale	2	723	800	[77]	5	*	Yes
	Advent LaGrange	LaGrange	2	301	800	[499]	4	*	No
	Little Co. of Mary	Evergreen Park	1	1,012	400	612	10	602	Yes
	MacNeal Hospital	Berwyn	1	912	400	512	109	403	Yes
	Palos Community	Palos Heights	1	2,306	400	1,906	61	1,845	Yes
8	Saint Joseph	Joliet	3	2,337	1,200	1,137	92	1,045	Yes
	Silver Cross	New Lenox	1	6,506	400	6,106	292	5,814	Yes
TOTALS						14,088	583		

The chart above shows that the proposed Cardiac Catheterization Lab will not reduce the volume of existing facilities below the State Board standard in 7 out of 8 hospitals from which cases will be transferred to the proposed Cath Lab. Only Advent LaGrange Hospital would see a negative impact if the proposed Project is approved. However, the Applicant will not move any volume out of Advent LaGrange Hospital because its utilization goals can be achieved by transferring cases from hospitals with very large volumes, such as Silver Cross Hospital in New Lenox, Illinois. With this adjustment in case referrals, the Applicant will not create an unnecessary duplication of services if a CON permit is granted.

ATTACHMENT 23-5

Criterion 1110.225(e) – Support Services

The hours of operation for the cardiac catheterization laboratories will be from 6:30 a.m. until 4:00 p.m., Monday through Friday, excluding holidays. As a result, each of the following named services will be available during these stated hours, when needed, and will not be available on a 24-hour basis.

Pursuant to the State Board's rules, any applicant proposing the establishment of a dedicated Cath Lab must document the availability of the following support services:

- (a) nuclear medicine laboratory;
- (b) echocardiography service;
- (c) electrocardiography laboratory and services, including stress testing and continuous cardiogram monitoring;
- (d) pulmonary function unit;
- (e) blood bank;
- (f) hematology laboratory-coagulation laboratory;
- (g) microbiology laboratory;
- (h) blood gas laboratory; and
- (i) clinical pathology laboratory with facilities for blood chemistry.

These support services will not be in operation on a 24-hour basis; but, will be available when needed.

Additional information is provided below for each support service:

Nuclear Medicine Laboratory

This service will be available 5 days a week at all HCCI offices and on site at the ASTC in Merrionette Park, Illinois. This is not relevant during the procedure.

Echocardiography

This service will be available 5 days a week at the ASTC in Merrionette Park, Illinois. This is only needed during emergency scenarios and is available if needed.

Electrocardiography Laboratory and Services

This service will be available 5 days a week at the ASTC in Merrionette Park, Illinois.

Pulmonary Function Unit

This service is available at area hospitals, not at the ASTC or the Cath Lab. This is not relevant during the procedure.

Blood Bank

This is available at area hospitals. It is not relevant during the cardiac catheterization procedure. There is never a clinical need for transfusion during elective coronary angiography or ablations.

Hematology Laboratory/Coagulation Laboratory

Hematology blood draws available on site. Results within 24 hours. Not relevant during the procedure. Finger stick INR values are immediately available on site.

Microbiology Laboratory

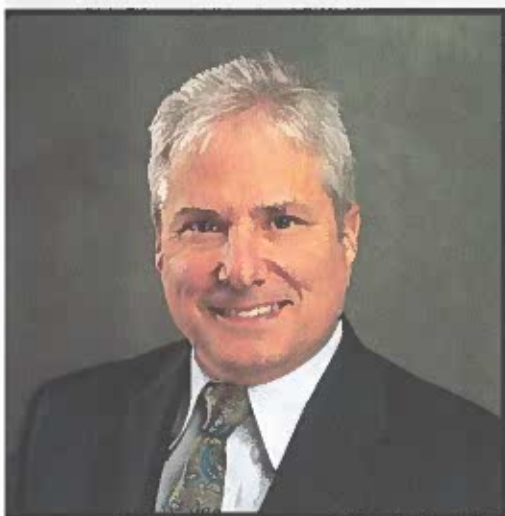
Available at area hospitals. Not relevant for cardiac catheterizations.

Blood Gas Laboratory

Available at area hospitals. Generally not needed during elective cardiac catheterization.

Clinical Pathology Laboratory with Facilities for Blood Chemistry

Blood chemistry can be drawn on site. Results within 24 hours. Not needed during elective cardiac catheterization.



Ronald E. Stella, M.D.

Specialty:

Cardiologist

Sub-Specialties:

Interventional Cardiology

Internal Medicine

Contact:

Heart Care Centers of Illinois
13011 South 104th Avenue
Suite 100
Palos Park, IL 60464

Phone: 708.478.3600

Fax: 708.478.3552

Direct: 708.783.2055



Dr. Ronald E. Stella graduated from Illinois Benedictine College Magna Cum Laude in 1985. He received his M.D. from Loyola University Stritch School of Medicine where he completed his internship and residency in Internal Medicine and was named Resident of the Year. He also completed fellowships in Cardiology and Interventional Cardiology and was named Chief Cardiology Fellow. Dr. Stella is Board Certified in Cardiovascular Disease and Interventional Cardiology, specializing in Cardiac and Peripheral vascular disease and interventions.

Certifications

- American Board of Internal Medicine Subspecialty Interventional Cardiology - Interventional Cardiology
- American Board of Internal Medicine Subspecialty Cardiovascular Disease - Cardiology

Medical Education

- Loyola University Chicago

Residency

- Loyola University Medical Center (Internal Medicine)

Fellowship

- Loyola University Medical Center (Cardiology)



Patient's Top Choice Award

Curriculum Vitae

RONALD E. STELLA, M.D.

Office Address: Heart Care Centers of Illinois, S.C.
3231 S. Euclid, Suite 201
Berwyn, IL 60402
telephone: 708/783-2055
telefax: 708/783-2181

Heart Care Centers of Illinois, S.C.
11560 S. Kedzie Avenue, Suite 100
Merrionette Park, IL 60803
telephone: 708/824-1114
telefax: 708/824-9341

Heart Care Centers of Illinois, S.C.
(administrative office)
13011 S. 104th Avenue, Suite 100
Palos Park, IL 60464
telephone: 708/478-3600
telefax: 708/478-3552

Date of Birth: November 1, 1963; Melrose Park, IL

Education:

1981-1985	Illinois Benedictine College (<i>now Benedictine University</i>) B.S., Biology, <i>Magna Cum Laude</i>	Lisle, IL
1985-1989	Loyola University Stritch School of Medicine M.D.	Maywood, IL

Post-Graduate Training:

1989-1990	Internship in Internal Medicine Loyola University Medical Center, Maywood, IL
1990-1992	Residency in Internal Medicine Loyola University Medical Center, Maywood, IL
1992-1995	Fellowship in Cardiology Loyola University Medical Center, Maywood, IL
1995-1996	Fellowship in Interventional Cardiology Loyola University Medical Center, Maywood, IL

Hospital Appointments:

1995 Chief Cardiology Fellow
Section of Cardiology; Loyola University Medical Center, Maywood, IL

Academic Appointments:

1992-1996 Clinical Instructor, Physical Diagnosis
Department of Internal Medicine; Loyola University Stritch School of Medicine,
Maywood, IL

Professional Society Membership:

Member American College of Cardiology
Member American Heart Association

Honors and Awards:

1985-1988 Cognata Scholarship Award; Loyola University Medical Center, Maywood, IL
1990 Resident of the Year; Loyola University Medical Center, Maywood, IL

Clinical Research Participation:

1998 The Effects of Sustained Release Moxonidine on Mortality and Morbidity in Patients with
Congestive Heart Failure
Site Sub-Investigator

1998 The Effect of LDL-Cholesterol Lowering Beyond Currently Recommended Minimum
Targets on Coronary Heart Disease (CHD) Recurrence in Patients with Pre-Existing
CHD
TNT: Treating to New Targets
Protocol #981-117/258-102
Site Sub-Investigator

1998 A Respective, Randomized, Double-Blind, Multi-Center Study Comparing the Effects of
Atorvastatin versus Pravastatin on the Progression and Quantification of Coronary
Atherosclerotic Lesions as Measured by Intravascular Ultrasound (REVERSAL)
Protocol #981-400-314
Site Sub-Investigator

1999 Sudden Cardiac Death in Heart Failure Trial: SCD-HeFT
Site Sub-Investigator

2001 Systolic and Pulse Pressure Hemodynamic Improvement by Restoring Elasticity: The
SAPPHIRE Study
Protocol #ALT-711-0107
Site Sub-Investigator

Clinical Research Participation (continued):

- 2001 A Randomized, Single-Blind, Placebo-Controlled Phase 2 Study to Assess the Safety and Effects on HDL Cholesterol of CETi-1 Vaccine in Subjects with Low HDL Cholesterol
Protocol #CETI-IHD-002
Site Sub-Investigator
- 2002 An Open-Label, Randomized, Multi-Center, Phase IIIb, Parallel Group Switching Study to Compare the Efficacy and Safety of Lipid Lowering Agents Atorvastatin and Simvastatin with Rosuvastatin in High Risk Subjects with Type IIa and IIb Hypercholesterolemia (MERCURY II)
Protocol #4522IL/0068
Site Sub-Investigator
- 2003 A Multicenter, Double-Blind, Randomized Study with Two Parallel Groups Comparing the Effects of 12 Weeks of Treatment with High Dose Diovan® (valsartan) [320 mg] to Amlodipine [10 mg] on Endothelial Function in Hypersensitive Subjects with the Metabolic syndrome
Protocol #CVAL489A2415
Site Sub-Investigator
- 2003 A Non-Randomized Evaluation of the 3.5 mm and 4.0 mm MULTI-LINK VISION™ RX Coronary Stent System in the Treatment of Patients with *De Novo* Coronary Artery Lesions: ENLIGHTEN II Trial
Protocol #02-354
Site Sub-Investigator
- 2003 The ACUITY Trial: A Randomized Comparison of Angiomax® (bivalirudin) versus Lovenox®/Clexane® (enoxaparin) in Patients Undergoing Early Invasive Management for Acute Coronary Syndromes without ST-Segment Elevation
Protocol #TMC-BIV-02-08
Site Sub-Investigator
- 2003 Clinical Evaluation of the Concomitant Use of Bivalirudin (Angiomax) and a Drug-Eluting Stent: ADEST
Protocol #TMC-BIV-03-02
Site Sub-Investigator
- 2004 A Study Evaluating the Safety and Efficacy of Bivalirudin in the Management of Patients with ST-Segment Elevation Acute Myocardial Infarction Undergoing Primary PCI (BIAMI)
Protocol # TMC-BIV-04-01
Site Sub-Investigator

Clinical Research Participation (continued):

- 2004 Phase 3 multi-center, double-blind, randomized, parallel group evaluation of the fixed combination torcetrapib/atorvastatin, administered orally, once daily (QD), compared with atorvastatin alone, on the occurrence of major cardiovascular events in subjects with coronary heart disease or risk equivalents
Protocol #A5091043
Site Sub-Investigator
- 2004 Carotid RX ACCULINK/ACCUNET Post-Approval Trial to Uncover Unanticipated and Rare Events: CAPTURE
Protocol #04-715
Site Co-Investigator
- 2005 STRADIVARIUS: Randomized, Multicenter, Double-Blind, Placebo-Controlled, Two Arm Parallel Group Trial of Rimonabant 20-Mg OD for Inhibition of Atherosclerosis Progression Assessed by IVUS in Overweight Patients with Clustering Risk Factors
Protocol #EFC5827
Site Sub-Investigator
- 2005 HORIZONS AMI Trial: Harmonizing Outcomes with Revascularization and Stents. A Dual Arm Factorial Randomized Trial in Patients with ST Segment Elevation AMI to Compare the Results of Using Either Anticoagulation with Unfractionated Heparin Plus Routine GP IIb/IIIa Inhibition with Bivalirudin and Bail-Out GP IIb/IIIa Inhibition, and Primary Angioplasty with Stent Implantation with Either a Slow Rate-Release Paclitaxel-Eluting Stent (TAXUS™) or an Otherwise Identical Uncoated Bare Metal Stent (Express™).
Site Sub-Investigator
- 2005 A Randomized, Controlled Trial of the Medtronic Endeavor Drug (ABT-578) Eluting Coronary Stent System Versus the TAXUS™ Paclitaxel-Eluting Coronary Stent System in *De Novo* Native Coronary Artery Lesions
Protocol #IP060
Site Sub-Investigator
- 2005 A Multicenter, Randomized, Double-Blind, Placebo-Controlled Study to Evaluate the Safety of SCH 530348 in Subjects Undergoing Non-Urgent Percutaneous Coronary Intervention (Thrombin Receptor Antagonist for Clinical Event Reduction over Standard Concomitant Therapies in PCI [TRANSCENDENCE-PCI])
Protocol #P03573
Site Sub-Investigator
- 2005 Emboshield® and XACT® Post Approval Carotid Stent Trial (The EXACT Study);
Protocol #640-0063-01
Site Sub-Investigator

Clinical Research Participation (continued):

- 2006 Randomized, Multinational, Multicenter, Double-Blind, Placebo-Controlled, Two-Arm Parallel Group Trial of Rimonabant 20-Mg OD for Reducing the Risk of Major Cardiovascular Events in Abdominally Obese Patients with Clustering Risk Factors (CRESCENDO)
Protocol EFC5826
Site Sub-Investigator
- 2006 Carotid RX ACCULINK/RX ACCUNET Post-Approval Trial to Uncover Unanticipated and Rare Events: CAPTURE 2
Protocol #05-716
Site Sub-Investigator
- 2006 A Clinical Trial Comparing Treatment with Cangrelor (in Combination with Usual Care) to Usual Care, in Subjects who Require Percutaneous Coronary Intervention (CHAMPION Platform)
Protocol #TMC-CAN-05-03
Site Sub-Investigator
- 2006 Clinical Trial Comparing Cangrelor to Clopidogrel in Subjects who Require Percutaneous Coronary Intervention (CHAMPION PCI)
Protocol #TMC-CAN-05-02
Site Sub-Investigator
- 2006 Stenting and Angioplasty with Protection in Patients at High Risk for Endarterectomy
Protocol # P06-3603: SAPPHIRE WW
Site Sub-Investigator
- 2007 A Randomized, Double-Blind, Placebo-Controlled, Multicenter, Dose-Escalation and Dose-Confirmation Study to Evaluate the Safety and Efficacy of Rivaroxaban in Combination with Aspirin Alone or with Aspirin and a Thienopyridine in Subjects with Acute Coronary Syndromes (ATLAS ACS TIMI 46)
Protocol #39039039-ACS-2001 / Impact 11898
Site Sub-Investigator
- 2007 Carotid Stenting for High Surgical-Risk Patients: Evaluating Outcomes Through the Collection of Clinical Evidence (CHOICE)
Protocol #06-717
Site Sub-Investigator
- 2007 Carotid Revascularization with ev3 Arterial Technology Evolution Post Approval Study: CREATE PAS
Protocol #P-2611
Site Principal Investigator

Clinical Research Participation (continued):

2007 A Multicenter, Randomized, Double-Blind, Placebo-Controlled Study to Evaluate the Safety and Efficacy of SCH530348 in Addition to Standard of Care in Subjects With a History of Atherosclerotic Disease: Thrombin Receptor Antagonist in Secondary Prevention of Atherothrombotic Ischemic Events (TRA 2°P - TIMI 50)
Protocol #P04737
Site Sub-Investigator

2007 A Multicenter, Randomized, Double Blind, Placebo-Controlled Study to Evaluate the Safety and Efficacy of SCH 530348 in Addition to Standard of Care in Subjects With Acute Coronary Syndrome: Thrombin Receptor Antagonist for Clinical Event Reduction in Acute Coronary Syndrome (TRACER)
Protocol #P04736
Site Principal Investigator

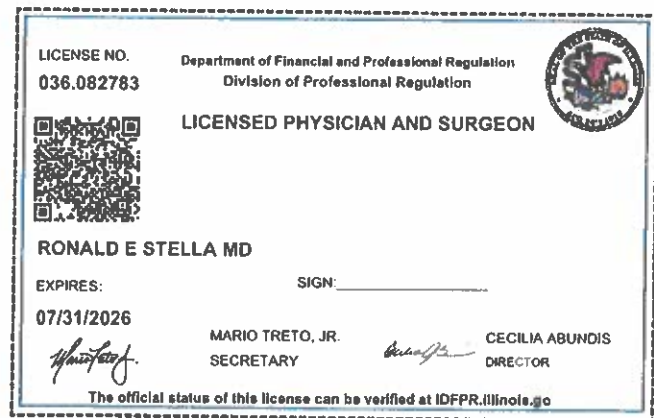
Original Publications:

1. Stella JF, Stella RE, Iaffaldano RA, et al: Anticoagulation with bivalirudin during percutaneous coronary intervention for ST-segment elevation myocardial infarction. J Invasive Cardiol 16(9):451-54, 2004.



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For future reference, IDFPR is now providing each person/business a unique identification number, 'Access ID', which may be used in lieu of a social security number, date of birth or FEIN number when contacting the IDFPR. Your Access ID is: 1409505



Cut on Dotted Line ✂



Robert A. Iaffaldano, M.D.

Specialty:

Cardiologist

Sub-Specialties:

General Cardiology

Adult Congenital Heart Disease

Interventional Cardiology

Contact:

Heart Care Centers of Illinois
13011 South 104th Avenue
Suite 100
Palos Park, IL 60464

Phone: 708.478.3600

Fax: 708.478.3552

Direct: 708.824.1114



Dr. Iaffaldano graduated from Stanford University. He received his M.D. from the University of Nebraska, College of Medicine. While in medical school, he received a fellowship from the Sarnoff Society for Cardiovascular Disease and spent a year studying Cardiovascular Physiology at the Massachusetts General Hospital in Boston.

Dr. Iaffaldano completed his internship and residency training at the University of Chicago. He completed his fellowship in Cardiology as well as Interventional Cardiology at Loyola University where he was named Chief Cardiology Fellow. Dr. Iaffaldano is Board Certified in Cardiovascular Disease and Interventional Cardiology. He has extensive experience in all aspects of Interventional Cardiology including balloon angioplasty, rotational atherectomy, directional atherectomy, coronary and vein graft stenting, and intravascular ultrasound.

In addition, Dr. Iaffaldano has significant expertise in all aspects of peripheral angiography and intervention including renal, subclavian, carotid, and iliac stenting, and thrombolytic infusion. He is an expert in the field of endoluminal grafting to treat abdominal aortic aneurysms.

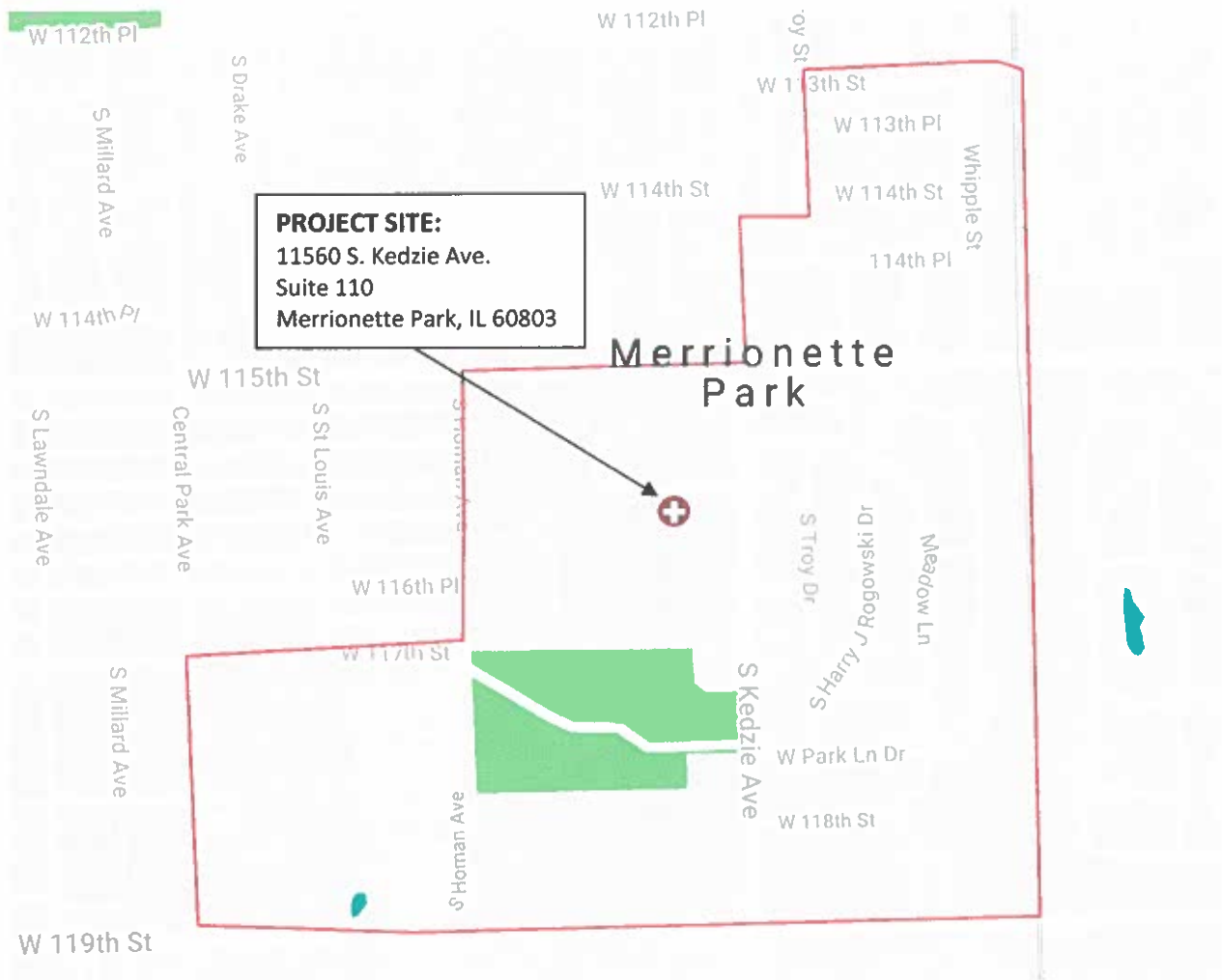
Dr. Iaffaldano is currently the medical director of the Cardiac Catheterization laboratory at MetroSouth Medical Center, Blue Island, Illinois.



Patient's Top Choice Award

ATTACHMENT 23-6

Criterion 1110.225(f) – Laboratory Location



The map above shows the location of the proposed cardiac catheterization laboratory. There are no other laboratories in proximity.

ATTACHMENT 23-7

Criterion 1110.225(g) – Staffing

Premier Cardiac Surgery Center, PLLC is currently staffed with a Medical Director (0.4 FTE), Nursing Staff (5.5 FTE), and Radiology/Cardiac Cath Technicians (2.0 FTE). If this Project is approved, the Applicant will recruit for the following positions:

- Cath Lab Medical Director that is board-certified in cardiovascular disease with subspecialty training in interventional cardiology. 4 FTE
- All physicians performing cardiac catheterization procedures will be board certified in interventional cardiology.
- Nurses with a minimum of one year of training in Cardiac Cath Lab procedures working with critical care patients, cardiac recovery experience, moderate sedation procedures, ACLS/BLS certification and competency with cath lab equipment and safety; Current State of Illinois Registered Nurse license. 3 FTEs
- Cardiac catheterization special procedure technicians will assist physicians in conducting diagnostics and/or invasive procedures by preparing equipment and patients for procedures and attending to patients' needs according to established policies and procedures. Cardiac catheterization special procedure technicians will have at least one year of procedural experience in catheterization lab or special procedures.
- The following certifications and registrations are required upon hire: IEMA (Illinois Emergency Management Agency) licensure, ARRT (R) (American Registry of Radiological Technology) (Radiology) certification, Advanced Cardiac Life Support (ACLS) certification required. 1.0 FTE
- Selected vendor technicians are under contract to perform systematic tests and routine maintenance on cardiac catheterization equipment.

ATTACHMENT 23-8

Criterion 1110.225(h) – Continuity of Care

As an applicant proposing the establishment of a cardiac catheterization service, the Applicant hereby documents that it is in compliance with the continuity of care review criterion as it has a written transfer agreement already established with Advocate Christ Medical Center, which has open-heart surgery capabilities for the transfer of seriously ill patients for continuity of care.

A copy of the transfer agreement is attached immediately after this page.

Note to State Board:

A final rule released by CMS in 2019 (Regulatory Provisions to Promote Program Efficiency, Transparency, and Burden Reduction) changed several regulations governing surgery center operations. In particular, this rulemaking provided that surgery centers are no longer required to have to have a written transfer agreement with a hospital or be granted hospital planning privileges for all physicians. Instead, surgery centers will need to provide hospitals with a document that includes information about their operation and their patient population.

TRANSFER AGREEMENT

This Transfer Agreement is entered into this 1st day of August, 2019 (the “**Effective Date**”), by and between **Advocate Health and Hospitals Corporation d/b/a Advocate Christ Medical Center (“Hospital”)**, an Illinois not-for-profit corporation, and **Premier Cardiac Surgery Center, LLC (“Facility”)**.

WHEREAS, Hospital is licensed under Illinois law as an acute care hospital;

WHEREAS, Facility is licensed under Illinois law as an ambulatory Surgery Treatment Center;

WHEREAS, Hospital and Facility desire to cooperate in the transfer of patients from Facility to Hospital, when and if such transfer may, from time to time be deemed necessary and requested by the respective patient’s physician, to facilitate appropriate patient care;

WHEREAS, the parties mutually desire to enter into a transfer agreement to provide for the medically appropriate transfer or referral of patients from Facility to Hospital, for the benefit of the community and in compliance with HHS regulations; and

WHEREAS, the parties desire to provide a full statement of their agreement in connection with the services to be provided hereunder.

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the mutual covenants, obligations and agreements set forth herein, the parties agree as follows:

I. TERM

1.1 The term of this Agreement shall commence on the Effective Date and expire on **July 31, 2020**. This Agreement shall automatically renew for additional one (1) year terms unless terminated by either party as set forth herein.

II. TERMINATION

2.1 Either party may terminate this Agreement at any time with or without cause upon thirty (30) days prior written notice to the other party. Additionally, this Agreement shall automatically terminate should either party fail to maintain the licensure or certification necessary to carry out the provisions of this Agreement.

III. OBLIGATIONS OF THE PARTIES

3.1 Facility agrees:

a. That Facility shall refer and transfer patients to Hospital for medical treatment only when such transfer and referral has been determined to be medically appropriate by the patient's attending physician or, in the case of an emergency, the Medical Director for Facility, hereinafter referred to as the “Transferring Physician”;

b. That the Transferring Physician shall contact Hospital's Emergency Department Nursing Coordinator prior to transport, to verify the transport and acceptance of the emergency patient by Hospital. The decision to accept the transfer of the emergency patient shall be made by Hospital's Emergency Department physician, hereinafter referred to as the "Emergency Physician", based on consultation with the member of Hospital's Medical Staff who will serve as the accepting attending physician, hereinafter referred to as the "Accepting Physician". In the case of the non-emergency patient, the Medical Staff attending physician will act as the Accepting Physician and must indicate acceptance of the patient. Facility agrees that Hospital shall have the sole discretion to accept the transfer of patients pursuant to this Agreement subject to the availability of equipment and personnel at Hospital. The Transferring Physician shall report all patient medical information which is necessary and pertinent for transport and acceptance of the patient by Hospital to the Emergency Physician and/or Accepting Physician;

c. That Facility shall be responsible for affecting the transfer of all patients referred to Hospital under the terms of this Agreement, including arranging for appropriate transportation, financial responsibility for the transfer in the event patient fails or is unable to pay, and care for the patient during the transfer. The Transferring Physician shall determine the appropriate level of patient care during transport in consultation with the Emergency Physician and/or Accepting Physician;

d. That pre-transfer treatment guidelines, if any, will be augmented by orders obtained from the Emergency Physician and/or Accepting Physician;

e. That, prior to patient transfer, the Transferring Physician is responsible for insuring that written, informed consent to transfer is obtained from the patient, the parent or legal guardian of a minor patient, or from the legal guardian or next-of-kin of a patient who is determined by the Transferring Physician to be unable to give informed consent to transfer; and

f. To maintain and provide proof to Hospital of professional and general liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate with respect to the actions of its employees and agents connected with or arising out of services provided under this Agreement.

3.2 Hospital agrees:

a. To accept and admit in a timely manner, subject to bed availability, Facility patients referred for medical treatment, as more fully described in Section 3.1;

b. To accept patients from Facility in need of inpatient hospital care, when such transfer and referral has been determined to be medically appropriate by the patient's Transferring Physician at Facility;

c. That Hospital will seek to facilitate referral of transfer patients to specific Accepting Physicians when this is requested by Transferring Physicians and/or transfer patients;

d. That Hospital shall provide Facility patients with medically appropriate and available treatment provided that Accepting Physician and/or Emergency Physician writes appropriate orders for such services; and

e. To maintain professional and general liability insurance coverage in the amount of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate with respect to the actions of its employees and agents connected with or arising out of services provided under this Agreement.

IV. GENERAL COVENANTS AND CONDITIONS

4.1 Release of Medical Information. In all cases of patients transferred for the purpose of receiving medical treatment under the terms of this Agreement, Facility shall insure that copies of the patient's medical records, including X-rays and reports of all diagnostic tests, accompany the patient to Hospital, subject to the provisions of applicable State and Federal laws governing the confidentiality of such information. Information to be exchanged shall include any completed transfer and referral forms mutually agreed upon for the purpose of providing the medical and administrative information necessary to determine the appropriateness of treatment or placement, and to enable continuing care to be provided to the patient. The medical records in the care and custody of Hospital and Facility shall remain the property of each respective institution.

4.2 Personal Effects. Facility shall be responsible for the security, accountability and appropriate disposition of the personal effects of patients prior to and during transfer to Hospital. Hospital shall be responsible for the security, accountability and appropriate disposition of the personal effects of transferred patients upon arrival of the patient at Hospital.

4.3 Indemnification. The parties agree to indemnify and hold each other harmless from any liability, claim, demand, judgment and costs (including reasonable attorney's fees) arising out of or in connection with the intentional or negligent acts of their respective employees and/or agents.

4.4 Independent Contractor. Nothing contained in this Agreement shall constitute or be construed to create a partnership, joint venture, employment, or agency relationship between the parties and/or their respective successors and assigns, it being mutually understood and agreed that the parties shall provide the services and fulfill the obligations hereunder as independent contractors. Further, it is mutually understood and agreed that nothing in this Agreement shall in any way affect the independent operation of either Hospital or Facility. The governing body of Hospital and Facility shall have exclusive control of the management, assets, and affairs at their respective institutions. No party by virtue of this Agreement shall assume any liability for any debts or obligations of a financial or legal nature incurred by the other, and neither institution shall look to the other to pay for service rendered to a patient transferred by virtue of this Agreement.

4.5 Publicity and Advertising. Neither the name of Hospital nor Facility shall be used for any form of publicity or advertising by the other without the express written consent of the other.

4.6 Cooperative Efforts. The parties agree to devote their best efforts to promoting cooperation and effective communication between the parties in the performance of services hereunder, to foster the prompt and effective evaluation, treatment and continuing care of recipients of these services. Parties shall each designate a representative who shall meet as often as necessary to discuss quality improvement measures related to patient stabilization and/or treatment prior to and subsequent to transfer and patient outcome. The parties agree to reasonably cooperate with each other to oversee performance improvement and patient safety applicable to the activities under this Agreement to the extent permissible under applicable laws. All information obtained and any materials prepared pursuant to this section and used in the course of internal quality control or for the purpose of reducing morbidity and mortality, or for improving patient care, shall be privileged and strictly confidential for use in the evaluation and improvement of patient care according to 735 ILCS 5/80-2101 et seq., as may be amended from time to time.

4.7 Nondiscrimination. The parties agree to comply with Title VI of the Civil Rights Act of 1964, all requirements imposed by regulations issued pursuant to that title, section 504 of the Rehabilitation Act of 1973, and all related regulations, to insure that neither party shall discriminate against any recipient of services hereunder on the basis of race, color, sex, creed, national origin, age or handicap, under any program or activity receiving Federal financial assistance.

4.8 Affiliation. Each party shall retain the right to affiliate or contract under similar agreements with other institutions while this Agreement is in effect.

4.9 Applicable Laws. The parties agree to fully comply with applicable federal, and state laws and regulations affecting the provision of services under the terms of this Agreement.

4.10 Governing Law. All questions concerning the validity or construction of this Agreement shall be determined in accordance with the laws of Illinois.

4.11 Writing Constitutes Full Agreement. This Agreement embodies the complete and full understanding of Hospital and Facility with respect to the services to be provided hereunder. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. Neither this Agreement nor any rights hereunder may be assigned by either party without the written consent of the other party.

4.12 Written Modification. There shall be no modification of this Agreement, except in writing and exercised with the same formalities of this Agreement.

4.13 Severability. It is understood and agreed by the parties hereto that if any part, term, or provision of this Agreement is held to be illegal by the courts or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

4.14 Notices. All notices permitted or required to be given under the terms of this Agreement shall be deemed received when delivered personally within three (3) days after it has been post-marked in the United States Mail, certified, postage prepaid and addressed as follows:

If to the Hospital: Advocate Christ Medical Center
4440 West 95th Street
Oak Lawn, IL 60453
Attention: President


With a Copy to: Advocate Health Care
3075 Highland Parkway
Suite 600
Downers Grove, IL 60515
Attention: Senior Vice President & Deputy General Counsel

If to the Facility: Premier Cardiac Surgery Center, LLC
11560 Kedzie Avenue
Suite 102
Merrionette Park, IL 60804
Attention: Dr. Robert Iaffaldano, Medical Director

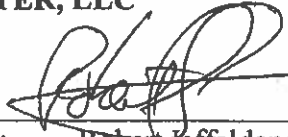
Any party may change the address for notice by notifying the other party, in writing, of the new address.

IN WITNESS WHEREOF, this Agreement has been executed by Hospital and Facility as of the Effective Date.

**ADVOCATE HEALTH AND HOSPITALS
CORPORATION d/b/a ADVOCATE
CHRIST MEDICAL CENTER**

By: 
Matthew Primack
President

**PREMIER CARDIAC SURGERY
CENTER, LLC**

By: 
Name: Robert Iaffaldano, MD
Title: Medical Director

Date: 8/8/19

Date: 8/5/19

ATTACHMENT 23-9

Criterion 1110.225(i) – Multi-Institutional Variance

This criterion is not applicable to this CON permit application.

ATTACHMENT 33

**Criterion 1120.120
Availability of Funds**

The project will be funded with \$2,000,000.00 in cash. The remainder of the costs will be paid for using the Applicant's line of credit, which has been set at \$3,000,000.00 for this Project.

Cash	\$2,000,000.00			
Line of Credit	\$3,000,000.00	←	FMV RE Lease	\$630,838.44
			FMV EQ Lease	\$1,220,578.08
			Other	\$1,155,317.48
TOTAL	\$5,000,000.00			

AVAILABILITY OF FUNDS	
<u>\$2,000,000.00</u>	<p>a) Cash and Securities – statements (e.g., audited financial statements, letters from financial institutions, board resolutions) as to:</p> <ol style="list-style-type: none"> 1) the amount of cash and securities available for the project, including the identification of any security, its value and availability of such funds; and 2) interest to be earned on depreciation account funds or to be earned on any asset from the date of applicant's submission through project completion. <p>b) Pledges – for anticipated pledges, a summary of the anticipated pledges showing anticipated receipts and discounted value, estimated timetable of gross receipts and related fundraising expenses, and a discussion of past fundraising experience.</p> <p>c) Gifts and Bequests – verification of the dollar amount, identification of any conditions of use, and the estimated timetable of receipts.</p>
<u>\$1,851,416.52</u>	<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"> 1) For general obligation bonds, proof of passage of the required referendum or evidence that the governmental unit has the authority to issue the bonds and evidence of the dollar amount of the issue, including any discounting anticipated. 2) For revenue bonds, proof of the feasibility of securing the specified amount and interest rate. 3) For mortgages, a letter from the prospective lender attesting to the expectation of making the loan in the amount and time indicated, including the anticipated interest rate and any conditions associated with the mortgage, such as, but not limited to, adjustable interest rates, balloon payments, etc. 4) For any lease, a copy of the lease, including all the terms and conditions, including any purchase options, any capital improvements to the property and provision of capital equipment. 5) For any option to lease, a copy of the option, including all terms and conditions. <p>e) Governmental Appropriations – a copy of the appropriation Act or ordinance accompanied by a statement of funding availability from an official of the governmental unit. If funds are to be made available from subsequent fiscal years, a copy of a resolution or other action of the governmental unit attesting to this intent.</p> <p>f) Grants – a letter from the granting agency as to the availability of funds in terms of the amount and time of receipt.</p>
<u>\$1,155,317.48</u>	<p>g) All Other Funds and Sources – verification of the amount and type of any other funds that will be used for the project.</p>
\$4,785,800.52	TOTAL FUNDS AVAILABLE



7800 W. 95th Street
Hickory Hills, IL 60457

June 27, 2024

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761
Attention: Debra Savage, Chairwoman

**Re: Criterion 1120.140, Economic Feasibility, Reasonableness of Financing Arrangements
Premier Cardiac Surgery Center, LLC
Heart Care Centers of Illinois, S.C.
Establishment of Cardiac Cath Lab**

Dear Chairwoman Savage:

It is my understanding that Premier Cardiac Surgery Center, LLC (“Applicant”) will be submitting a certificate of need (“CON”) permit application to establish a cardiac catheterization laboratory (“Cath Lab”) at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 (“Project”). A second entity, Heart Care Centers of Illinois, S.C., is named in the application as a co-applicant (“Co-Applicant”) because this entity will be wholly responsible for funding the Project. The CON permit application provides that the total cost of the Project is \$4,750,416.52. Of that amount, the Co-Applicant will use \$2,000,000 in cash and \$3,000,000 will be available via a line of credit with Old National Bank.

I, Roger Kallal, submit this letter for the Co-Applicant to certify that, as of June 27, 2024, the Co-Applicant has sufficient funds at our bank to cover the cost of the Project as set forth above and further certify that such funds are liquid and immediately available to the Co-Applicant. If you have questions, please do not hesitate to contact me at 708-930-4617. Thank you very much.

Respectfully Submitted,

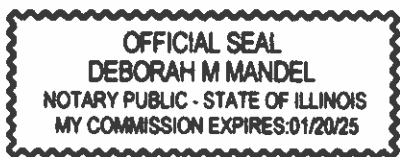
Roger Kallal
Senior Vice President
Old National Bank

NOTARY:

Subscribed and sworn to me this 27th day of June, 2024

Deborah M. Mandel
Notary Public

Seal:



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ATTACHMENT 34

**Criterion 1120.130
Financial Viability Waiver**

The Applicant does not qualify for the financial viability waiver; therefore, viability ratios are included with the following attachment.

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ATTACHMENT 35

**Criterion 1120.130
Viability Ratios**

The Co-Applicant, Heart Care Centers of Illinois (HCCI), is responsible for funding or guaranteeing funding of the project. Accordingly, HCCI has provided viability ratios for the latest three years plus for the first full fiscal year at target utilization.

Enter Historical and/or Projected Years:	Historical 3 Years			Projected
	2021	2022	2023	2026
Current Ratio	1.40	1.97	2.70	2.50
Net Margin Percentage	28%	24%	28%	26%
Percent Debt to Total Capitalization	61%	n/a	n/a	n/a
Projected Debt Service Coverage	n/a	n/a	n/a	n/a
Days Cash on Hand	46.88	37.50	42.26	42.00
Cushion Ratio	n/a	n/a	n/a	n/a

The methodology and worksheets utilized in determining the above-provided ratios detailing the calculation and applicable line item amounts from the financial statements immediately follow this page.

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HCCI/PCSC RATIO WORKSHEET 2020-2023

	2020	2021	2022	2023
1. CURRENT RATIO				
Current Assets/ Curr liability	4,802,806 4,907,207	5,646,557 4,041,387	5,070,969 2,569,031	5,275,431 1,950,636
2. NET MARGIN %				
Net income/net oper rev	9,094,687 44,350,916	15,869,731 56,351,966	13,515,049 57,275,961	17,631,586 62,295,643
Net income	9,094,687	15,869,731	13,515,049	17,631,586
3. PERCENT DEBT TO TOT. CAPITALIZATION				
Long Term Debt / (LTD + Capital)	913,170 1,501,788	- 2,855,931	- 3,592,162	- 4,546,089
Long Term Debt (LTD + Capital)	913,170 1,501,788	- 2,855,931	- 3,592,162	- 4,546,089
4. PROJECTED DEBT SERVICE COVERAGE				
Net income + interest + Depr. & amort/ Principle and Interest	9,170,003 N/A	16,039,230 N/A	13,728,967 N/A	17,821,610 N/A
Net income	9,094,687	15,869,731	13,515,049	17,631,586
depre+ amort	75,316	169,499	213,918	190,024
total	9,170,003	16,039,230	13,728,967	17,821,610
Principal + interest	-	-	-	-
5. DAYS CASH ON HAND				
Cash/ (Operating Exp- Depreciation)/365	4,650,598 101,881	5,468,727 116,654	4,840,692 122,549	5,275,113 124,834
Cash	4,650,598	5,468,727	4,840,692	5,275,113
Operating Expense	37,111,080	42,409,320	44,516,492	45,374,302
depre+ amort	75,316	169,499	213,918	190,024
DIVIDED BY 365 days	365	365	365	365
6. CUSHION RATIO				
Cash + investments + Board Designated Funds/ Max Debt service (Interest + Principal)	4,650,598 N/A	5,468,727 N/A	4,840,692 N/A	5,275,113 N/A
Cash + investments + Board Designated Funds	4,650,598	5,468,727	4,840,692	5,275,113
Max Debt service (Principal+Interest)	-	-	-	-

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NOTES

- ** 3. PERCENT DEBT TO TOT. CAPITALIZATION- No Long Term Debt in 2021-2023 **
- ** 4. PROJECTED DEBT SERVICE COVERAGE - No Principal and Interest Payments made in 2020-2023.
- ** 6. CUSHION RATIO - No Principal and Interest Payments made in 2020-2023.

ATTACHMENT 36

**Criterion 1120.140
Economic Feasibility**

A. Reasonableness of Financing Arrangements

The financing arrangements for this Project are reasonable. A signed and notarized statement is attached hereto, certifying that borrowing is needed for this Project.

B. Conditions of Debt Financing

The Applicant is utilizing a \$3,000,000 line of credit to partially fund this Project. Accordingly, a signed and notarized statement is attached which attests that the form of financing is at the lowest net cost available, is preferred over other forms, and that the Project involves both the leasing of space and the leasing of equipment.

C. Reasonableness of Project and Related Costs

The following chart identifies the department impacted by the proposed project (the entire healthcare facility as proposed) and provides a cost and square footage allocation related to this Project. *A copy of this completed chart immediately follows 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. \$ (AXC)	Mod. \$ (BXE)	
CC Lab									
Contingency									
TOTAL									

* Include the percentage (%) of space for circulation

D. Projected Operating Costs

The following information represents the projected direct annual operating costs for the first full year operating at target utilization, but no more than two years following the date of project completion:

Year 2026-27

Operating Expenses: \$1,500,000

Procedures: 583

Operating Expense/Procedure: \$2,572.90

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. \$ (AXC)	Mod. \$ (BXE)				
CC Lab		\$435.70			1,493			\$650,500	\$650,500
ASTC (Combined)		\$435.61			3,501			\$1,525,071	\$1,525,071
Contingency		\$43.58			4,994			\$217,639	\$217,639
TOTAL		\$2,393,210						\$2,393,210	\$2,393,210

* Include the percentage (%) of space for circulation

Calculations:

ASTC Cost Combined

ASTC (Current) \$1,135,664
 ASTC (New) \$389,432
 TOTAL \$1,525,096

<u>Department</u>	<u>Allocated Cost</u>	<u>Relevant SOF</u>	<u>% Project</u>	<u>Cost/SQF</u>
Cardiac Cath Lab	\$650,504	1,493	29.9%	\$435.70
ASTC (Combined)	\$1,525,096	3,501	70.1%	\$435.61
Contingency	\$217,650	4,994	100%	\$43.58



June 25, 2024

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761
Attention: Debra Savage, Chairwoman

Re: Criterion 1120.140, Economic Feasibility, Reasonableness of Financing Arrangements

Dear Chairwoman Savage:

Premier Cardiac Surgery Center, PLLC (“Applicant”), along with Heart Care Centers of Illinois, S.C. (“Co-Applicant”), will fund the cost to develop the proposed cardiac catheterization laboratory with cash and a line of equity. Specifically, \$2,000,000.00 of the project cost will be cash, while another \$3,000,000.00 will be available to the Applicant via a line of credit which is held by the Co-Applicant. As a result, a portion of the total project cost will be funded by borrowing. The Applicant and Co-Applicant hereby attest that borrowing is required because a portion or all of HCCI’s cash and equivalents must be retained in the balance sheet asset accounts to maintain a current ratio of at least 1.5.

Respectfully Submitted,

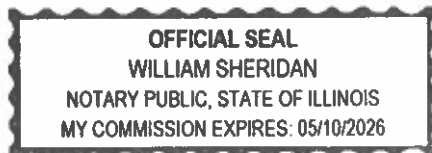
Ronald E. Stella, M.D.
President
Premier Cardiac Surgery Center, LLC

NOTARY:

Subscribed and sworn to me this 26th day of June, 2024

Notary Public

Seal:





June 25, 2024

Illinois Health Facilities and Services Review Board
525 West Jefferson St., 2nd Floor
Springfield, Illinois 62761
Attention: Debra Savage, Chairwoman

Re: Criterion 1120.140, Economic Feasibility, Conditions of Debt Financing

Dear Chairwoman Savage:

Pursuant to State Board review criteria 1120.140(b), on behalf of Premier Cardiac Surgery Center, PLLC (“Applicant”) and Heart Care Centers of Illinois, S.C. (“Co-Applicant”), I hereby provide this signed and notarized statement, which certifies that the proposed project to establish a cardiac catheterization laboratory at 11560 South Kedzie Avenue, Suite 110, Merrionette Park, Illinois 60803 involves debt financing and that the conditions of debt financing are reasonable. Furthermore, we hereby attest to the following: (1) that the selected form of debt financing for the project will be at the lowest net cost available; and (2) that the anticipated leasing of property and equipment is less costly than constructing a new facility and less costly than purchasing new equipment.

Respectfully Submitted,

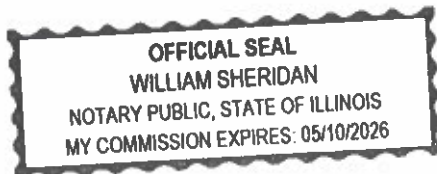
Ronald E. Stella, M.D.
President
Premier Cardiac Surgery Center, LLC

NOTARY:

Subscribed and sworn to me this 26th day of June, 2024

Notary Public

Seal:



OLD NATIONAL BANK

7800 W. 95th Street
Hickory Hills, IL 60457

June 27, 2024

Illinois Health Facilities and Services Review Board
525 West Jefferson Street, 2nd Floor
Springfield, Illinois 62761
Attention: Debra Savage, Chairwoman

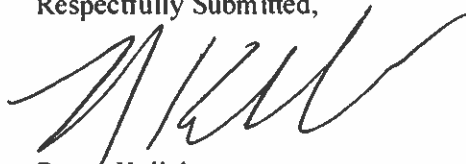
**Re: Criterion 1120.140, Economic Feasibility, Reasonableness of Financing Arrangements
Premier Cardiac Surgery Center, LLC
Heart Care Centers of Illinois, S.C.
Establishment of Cardiac Cath Lab**

Dear Chairwoman Savage:

It is my understanding that Premier Cardiac Surgery Center, LLC ("Applicant") will be submitting a certificate of need ("CON") permit application to establish a cardiac catheterization laboratory ("Cath Lab") at 11560 South Kedzie Avenue, Suite 102, Merrionette Park, Illinois 60803 ("Project"). A second entity, Heart Care Centers of Illinois, S.C., is named in the application as a co-applicant ("Co-Applicant") because this entity will be wholly responsible for funding the Project. The CON permit application provides that the total cost of the Project is \$4,750,416.52. Of that amount, the Co-Applicant will use \$2,000,000 in cash and \$3,000,000 will be available via a line of credit with Old National Bank.

I, Roger Kallal, submit this letter for the Co-Applicant to certify that, as of June 27, 2024, the Co-Applicant has sufficient funds at our bank to cover the cost of the Project as set forth above and further certify that such funds are liquid and immediately available to the Co-Applicant. If you have questions, please do not hesitate to contact me at 708-930-4617. Thank you very much.

Respectfully Submitted,



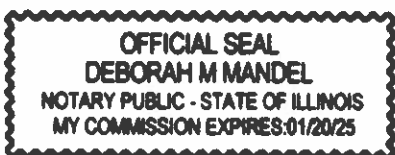
Roger Kallal
Senior Vice President
Old National Bank

NOTARY:

Subscribed and sworn to me this 27th day of June, 2024

Deborah M. Mandel
Notary Public

Seal:



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ATTACHMENT 37

Safety Net Impact Statement

I. Overview

Pursuant to the Illinois Health Facilities Planning Act, 20 ILCS 3960/5.4 (“Act”), any application related to a “substantive” project must include a Safety Net Impact Statement (“Impact Statement”). Substantive projects include the establishment of a “health care facility.” That term includes in-center hemodialysis facilities. As a result, the applicant submits this Impact Statement as required by the Act.

II. Analysis

Section 5.4(c) of the Act provides that each CON applicant presenting a substantive application must include an Impact Statement with its application for permit. The Impact Statement must describe all of the following: (1) the project's material impact, if any, on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge, (2) the project's impact on the ability of another provider or health care system to cross-subsidize safety net services, if reasonably known to the applicant and (3) how the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant. Each of these elements of the required Statement is discussed below.

1. Impact on Essential Safety Net Services in the Community

Section 5.4(c)(1) of the Act requires an applicant to address whether the project will have a material impact on essential safety net services in the community, to the extent that it is feasible for an applicant to have such knowledge. For the following reasons, the applicant firmly believes that the proposed project will not have an adverse impact on essential safety net services in the community.

- The applicant will add cardiac catheterization services to its list of services provided in the Medicaid program, adding to the list of providers who accept patients from this program.
- The Applicant will establish a charity care program for the cardiac catheterization program.
- The Applicant will not provide any services that will harm, in any way, federally qualified health centers in the region. FQHCs do not provide surgical services or cardiac catheterization services.

For these reasons, the proposed project will not adversely impact existing providers of safety net services.

2. Impact on the Ability of Other Providers or Health Care Systems to Cross-Subsidize Safety Net Services.

Section 5.4(c)(2) of the Act adds that an applicant must discuss 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. Under this section, cross subsidization is understood to mean the practice of charging higher prices to one group of consumers in order to subsidize lower prices for another group (i.e., cost shifting to paying populations to offset losses incurred from assistance programs like charity care).

The Applicant's Project will not adversely impact safety net providers. Most of the cardiac catheterization labs in the GSA are significantly overutilized per the State Board's standard of 400 cases per laboratory.

3. No Discontinuation of Safety Net Services

Section 5.4(c)(3) of the Act provides that an applicant must describe how the discontinuation of a facility or service might impact the remaining safety net providers in a given community, if reasonably known by the applicant. This permit request is for the establishment of a new health care facility category of service and an accompanying modernization of certain ASTC space, not a discontinuation; therefore, this part of the Impact Statement is not applicable to this Project.

4. Additional Safety Net Impact Statement Information

The Act also declares that the Impact Statement shall include all of the following:

(i) for the three (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 HFSRB),

(ii) for the three (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 Payer Source" and "Inpatient and Outpatient Net Revenue by Payer Source" as required by the HFSRB under Section 13 of the Act and published in the Annual Hospital Profile), and

(iii) information the applicant believes is directly relevant to safety net services, including information regarding teaching, research, and any other service.

(a) Charity Care & Medicaid Tables

HISTORICAL CHARITY CARE: APPLICANT PCSC			
	Year 2022	Year 2023	Year to Date 2024
Net Patient Revenue	\$0	\$0	\$0
Amount of Charity Care	\$0	\$0	\$0
Cost of Charity Care	\$0	\$0	\$0
MEDICAID			
	Year 2022	Year 2023	Year to Date 2024
Medicaid (# of patients)	31	26	5
Medicaid (revenue)	\$0	\$0	\$0
Medicaid Write-Off	\$49,507	\$34,948	\$2,161
Total	\$49,507	\$34,948	\$2,161

FORECASTED PAYER MIX			
	Year 2026	Year 2027	Year 2028
Private/Commercial Insurance	32.5%	31.0%	30.0%
Medicare	62.5%	61.5%	60.5%
Medicaid	2.0%	4.0%	5.0%
Self-Pay	1.0%	1.0%	1.0%
Worker's Compensation	0.5%	0.5%	0.5%
Charity Care	1.5%	2.0%	3.0%
TOTAL	100.0%	100.0%	100.0%

The Applicant, PCSC, being a for profit entity is not afforded the tax exempt benefits that inure to entities that are classified as not for profit. Since the inception of its ASTC, the Applicant has performed two charity cases. What appears to be a very low number is that the types of surgeries that are performed at the ASTC involve device implantation. The ASTC has had to complete a grant application with the device manufacturer in order to secure the device at no charge to PCSC or the patient. The manufacturer list prices on the devices can range between \$32,800 and \$87,600. The manufacturer's grant program is only available for patient's that are uninsured.

In addition to grant program, the ASTC, despite not initially enrolling in the Illinois Medicaid program, has allowed physicians to bring dual eligible (Medicare and Medicaid) patients to the ASTC for procedures. A dually eligible patient basically has Medicare becoming the primary insurance payor with Medicaid being the secondary payor, if and only if the Medicaid reimbursement rate is higher than the Medicare reimbursement rate. Since the ASTC has opened.

A total of 111 dual eligible patients were treated in the ASTC and over \$192,565 in revenue was written off due to Medicaid's reimbursement amount being less than Medicare.

Dual Eligible Medicare/Medicaid Write-offs						
	2020	2021	2022	2023	YTD 2024	Total
Patients	17	32	31	26	5	111
Medicaid Write-off	\$ 45,634.00	\$ 60,315.00	\$ 49,507.00	\$ 34,948.00	\$ 2,161.00	\$ 192,565.00

A total of 111 dual eligible patients were treated in the ASTC and over \$192,565 in revenue was written off due to Medicaid's reimbursement amount being less than Medicare.

Dual Eligible Medicare/Medicaid Write-offs						
	2020	2021	2022	2023	YTD 2024	Total
Patients	17	32	31	26	5	111
Medicaid Write-off	\$ 45,634.00	\$ 60,315.00	\$ 49,507.00	\$ 34,948.00	\$ 2,161.00	\$ 192,565.00

ATTACHMENT 38

Charity Care and Medicaid Participation

HISTORICAL CHARITY CARE: APPLICANT PCSC			
	Year 2022	Year 2023	Year to Date 2024
Net Patient Revenue	\$0	\$0	\$0
Amount of Charity Care	\$0	\$0	\$0
Cost of Charity Care	\$0	\$0	\$0
MEDICAID			
	Year 2022	Year 2023	Year to Date 2024
Medicaid (# of patients)	31	26	5
Medicaid (revenue)	\$0	\$0	\$0
Medicaid Write-Off	\$49,507	\$34,948	\$2,161
Total	\$49,507	\$34,948	\$2,161

FORECASTED PAYER MIX			
	Year 2026	Year 2027	Year 2028
Private/Commercial Insurance	32.5%	31.0%	30.0%
Medicare	62.5%	61.5%	60.5%
Medicaid	2.0%	4.0%	5.0%
Self-Pay	1.0%	1.0%	1.0%
Worker's Compensation	0.5%	0.5%	0.5%
Charity Care	1.5%	2.0%	3.0%
TOTAL	100.0%	100.0%	100.0%

The Applicant, PCSC, being a for profit entity is not afforded the tax exempt benefits that inure to entities that are classified as not for profit. Since the inception of its ASTC, the Applicant has performed two charity cases. What appears to be a very low number is that the types of surgeries that are performed at the ASTC involve device implantation. The ASTC has had to complete a grant application with the device manufacturer in order to secure the device at no charge to PCSC or the patient. The manufacturer list prices on the devices can range between \$32,800 and \$87,600. The manufacturer's grant program is only available for patient's that are uninsured.

In addition to grant program, the ASTC, despite not initially enrolling in the Illinois Medicaid program, has allowed physicians to bring dual eligible (Medicare and Medicaid) patients to the ASTC for procedures. A dually eligible patient basically has Medicare becoming the primary insurance payor with Medicaid being the secondary payor, if and only if the Medicaid reimbursement rate is higher than the Medicare reimbursement rate. Since the ASTC has opened.

SUBJECT: CHARITY

PURPOSE:

This policy is to assist the Business Office in recognizing low-income families. It is intended to comply with all federal guidelines and will create a procedure that follows the poverty guidelines instituted by the Department of Health and Human Services as it pertains to discounting the patient's financial responsibility towards procedure(s) performed at PCSC.

PROCEDURE:

1. The poverty guidelines are set by the U.S. Department Health and Human services. The guidelines are reviewed and updated annually.
2. Those patients who are identified as low income or indigent are to complete an application for financial assistance. They are to submit the application to the Business Office for review against the poverty guidelines and for approval prior to their scheduled date of the procedure.
3. A social security number or immigrant visa, and a picture ID must be provided.
4. The Business Office will send a letter of confirmation to the patient with the results of the review. A copy of the letter is to be kept in the patient's chart, as well as noted in the billing record of the health information system.

GUIDELINES FOR DETERMINING ELIGIBILITY FOR CHARITY

1. Patient must complete the Financial Assistance Application.
2. Social security number or immigrant visa, along with a photo ID must be provided.
3. Prior year complete Federal tax return must be submitted along with the application. If taxes were not filed, payment check stubs for the prior three months must be submitted.
4. Determination is made based on the current year Federal Poverty Guidelines based for the number of persons in the household.
5. An approval letter will be sent to the patient, and the ordering physician's office will be notified. A copy of the letter is to be kept in the patient's chart, as well as noted in the billing record of the health information system.
6. If the application is denied, the patient will be notified by letter of the estimated facility charge. Should they choose to proceed with surgery as a self-pay patient, the facility will apply the approved self-pay policy to the patient's account.
7. The Business Office will keep a file of original applications and copies of approval/denial letters.

Reviewed: 1/2023

Berlin Doc 06.21.2024 no 1

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