

July 8, 2016

John J. Eller
jjeller@ober.com
410.347.7362 / Fax: 443.263.7562

VIA HAND DELIVERY AND EMAIL

Kevin McDonald, Chief
Certificate of Need Division
Maryland Health Care Commission
4160 Paterson Avenue
Baltimore, Maryland 21215

Offices In
Maryland
Washington, D.C.
Virginia

Re: Massachusetts Avenue Surgery Center, LLC
Certificate of Need Application

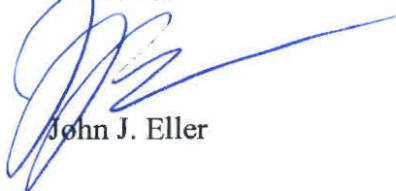
Dear Mr. McDonald:

Enclosed please find six copies of a Certificate of Need Application being filed on behalf of Massachusetts Avenue Surgery Center, LLC ("MASC") for a capital renovation project at MASC to convert its existing procedure room to a fourth OR, resulting in total capacity of four ORs and no procedure rooms. Full size copies of the drawings will be sent under separate cover. Smaller copies are included in each CON application. A full copy of the application will also be emailed to you in PDF and Word forms.

I hereby certify that a copy of the CON application has been provided to the local health department, as required by regulations.

If any further information is needed, please let us know.

Sincerely,



John J. Eller

JJE/tjr

Enclosures

cc: Ms. Ulder Tillman, Health Officer
Montgomery County Health Planning Agency
Joel Riklin, Program Manager
Center for Health Care Facilities Planning & Development

Kevin McDonald, Chief
Certificate of Need Division
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O B E R K A L E R

cc: William Chan, Health Policy Analyst
Maryland Health Care Commission
Angela Clark, Health Policy Analyst
Maryland Health Care Commission
Suellen Wideman, Assistant Attorney General
Maryland Health Care Commission
Ms. Ruby Potter
Health Facilities Coordination Office
Randall H. Gross, Executive Director
Massachusetts Avenue Surgery Center
Andrew Solberg, CON Consultant
A.L.S. Healthcare Consultant Services

**Massachusetts Avenue Surgery Center, LLC
Certificate Of Need Application
To Convert A Procedure Room
To An Operating Room
July 8, 2016**

**John J. Eller
Ober, Kaler, Grimes & Shriver
100 Light Street
Baltimore, MD 21202
410-347-7362
jjeller@ober.com**

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For internal staff use:

MARYLAND HEALTH CARE COMMISSION

MATTER/DOCKET NO.

DATE DOCKETED

INSTRUCTIONS: GENERIC APPLICATION FOR CERTIFICATE OF NEED (CON)

Note: Specific CON application forms exist for hospital, comprehensive care facility, home health, and hospice projects. This form is to be used for any other services requiring a CON.

ALL APPLICATIONS MUST FOLLOW THE FORMATTING REQUIREMENTS DESCRIBED IMMEDIATELY BELOW. NOT FOLLOWING THESE FORMATTING INSTRUCTIONS WILL RESULT IN THE APPLICATION BEING RETURNED.

Required Format:

Table of Contents. The application must include a Table of Contents referencing the location of application materials. Each section in the hard copy submission should be separated with tabbed dividers. Any exhibits, attachments, etc. should be similarly tabbed, and pages within each should be numbered independently and consecutively.

The Table of Contents must include:

- Responses to PARTS I, II, III, and IV of the this application form
- Responses to PART IV must include responses to the standards in the State Health Plan chapter that apply to the project being proposed..
 - All Applicants must respond to the Review Criteria listed at 10.24.01.08G(3)(b) through 10.24.01.08G(3)(f) as detailed in the application form.
- Identification of each Attachment, Exhibit, or Supplement

Application pages must be consecutively numbered at the bottom of each page. Exhibits attached to subsequent correspondence during the completeness review process shall

use a consecutive numbering scheme, continuing the sequencing from the original application. (For example, if the last exhibit in the application is Exhibit 5, any exhibits used in subsequent responses should begin with Exhibit 6. However, a replacement exhibit that merely replaces an exhibit to the application should have the same number as the exhibit it is replacing, noted as a replacement.

SUBMISSION FORMATS:

We require submission of application materials and the applicant's responses to completeness questions in three forms: hard copy; searchable PDF; and in Microsoft Word.

- **Hard copy:** Applicants must submit six (6) hard copies of the application to:
Ruby Potter
Health Facilities Coordinator
Maryland Health Care Commission
4160 Patterson Avenue
Baltimore, Maryland 21215
- **PDF:** Applicants must also submit *searchable* PDF files of the application, supplements, attachments, and exhibits.¹ All subsequent correspondence should also be submitted both by paper copy and as *searchable PDFs*.
- **Microsoft Word:** Responses to the questions in the application and the applicant's responses to completeness questions should also be electronically submitted in Word. Applicants are strongly encouraged to submit any spreadsheets or other files used to create the original tables (the native format). This will expedite the review process.

Applicants are strongly encouraged to submit any spreadsheets or other files used to create the original tables (the native format). This will expedite the review process.

PDFs and spreadsheets should be submitted to ruby.potter@maryland.gov and kevin.mcdonald@maryland.gov.

Note that there are certain actions that may be taken regarding either a health care facility or an entity that does not meet the definition of a health care facility where CON review and approval are not required. Most such instances are found in the Commission's procedural regulations at COMAR 10.24.01.03, .04, and .05. Instances listed in those regulations require the submission of specified information to the Commission and may require approval by the full Commission. Contact CON staff at (410) 764-3276 for more information.

A pre-application conference will be scheduled by Commission Staff to cover this and other topics. Applicants are encouraged to contact Staff with any questions regarding an application.

¹ PDFs may be created by saving the original document directly to PDF on a computer or by using advanced scanning technology

PART 1

PART I - PROJECT IDENTIFICATION AND GENERAL INFORMATION

1. FACILITY

Name of Facility: Massachusetts Avenue Surgery Center,LLC

Address:

6400 Goldsboro Road Suite 400	Bethesda	20817	Montgomery
Street	City	Zip	County

2. Name of Owner Massachusetts Avenue Surgery Center,LLC

If Owner is a Corporation, Partnership, or Limited Liability Company, attach a description of the ownership structure identifying all individuals that have or will have at least a 5% ownership share in the applicant and any related parent entities. Attach a chart that completely delineates this ownership structure.

Physician	# of Units
Coleman, Pamela, MD	5.94
Danziger, Marc, MD	5.94
Firestone, Lee, DPM	5.94
Lavine, Peter, MD	5.94
Levitt, Louis, MD	5.94
Losee, John, MD	5.94
Scheer, Mark, MD	5.94
Weiss, James, MD	5.94
All other members with less than 5% individual equity	52.48
Total	100.00

3. APPLICANT. If the application has a co-applicant, provide the following information in an attachment.

Legal Name of Project Applicant (Licensee or Proposed Licensee)

Massachusetts Avenue Surgery Center

Address:

6400 Goldsboro Road Suite 400	Bethesda	20817	MD	Montg omery
Street	City	Zip	State	County
Telephone:	301 263-0800			

4. NAME OF LICENSEE OR PROPOSED LICENSEE, if different from the applicant:

5. LEGAL STRUCTURE OF APPLICANT (and LICENSEE, if different from applicant).

Check ☒ or fill in applicable information below and attach an organizational chart showing the owners of applicant (and licensee, if different).

- A. Governmental ☐
- B. Corporation ☐
- (1) Non-profit ☐
- (2) For-profit ☐
- (3) Close ☐ State & Date of Incorporation
- C. Partnership ☐
- General ☐
- Limited ☐
- Limited Liability Partnership ☐
- Limited Liability Limited Partnership ☐
- Other (Specify): _____
- D. Limited Liability Company ☒
- E. Other (Specify): _____
- To be formed: ☐
- Existing: ☒

6. PERSON(S) TO WHOM QUESTIONS REGARDING THIS APPLICATION SHOULD BE DIRECTED

A. Lead or primary contact:

Name and Title: Randall Gross, Executive Director

Company Name Massachusetts Avenue Surgery Center

Mailing Address:

6400 Goldsboro Road Suite 400
Street

Bethesda
City

20817
Zip

MD
State

Telephone: 301 263-0800

E-mail Address (required): rgross@massurg.com

Fax: 301 263-0820

**If company name
is different than
applicant briefly
describe the
relationship**

B. Additional or alternate contact:

Name and Title: John J. Eller, Atty

Company Name Ober, Kaler, Grimes, & Shriver

Mailing Address:

100 Light Street
Street

Baltimore
City

21202 MD
Zip Stat
e

Telephone: 410 347-7362

E-mail Address (required): jjeller@ober.com

Fax: 443-263-7562

**If company name is
different than applicant
briefly describe the
relationship**

Legal Counsel

C. Additional or alternate contact:

Name and Title: Andrew Solberg - Consultant

Company Name: A.L.S. Healthcare Consultant Services

Mailing Address:

5612 Thicket Lane
Street

Columbia
City

21044 MD
Zip State

Telephone: 410-730-2664

E-mail Address (required): asolberg@earthlink.net

Fax: 410-730-6775

If company name is different than applicant briefly describe the relationship Consultant

7. TYPE OF PROJECT

The following list includes all project categories that require a CON pursuant to COMAR 10.24.01.02(A). Please mark all that apply in the list below.

If approved, this CON would result in (check as many as apply):

- | | |
|--|-------------------------------------|
| (1) A new health care facility built, developed, or established | <input type="checkbox"/> |
| (2) An existing health care facility moved to another site | <input type="checkbox"/> |
| (3) A change in the bed OR capacity of a health care facility | <input checked="" type="checkbox"/> |
| (4) A change in the type or scope of any health care service offered by a health care facility | <input type="checkbox"/> |
| (5) A health care facility making a capital expenditure that exceeds the current threshold for capital expenditures found at:
http://mhcc.maryland.gov/mhcc/pages/hcfs/hcfs_con/documents/con_capital_threshold_20140301.pdf | <input type="checkbox"/> |

8. PROJECT DESCRIPTION

A. Executive Summary of the Project: The purpose of this BRIEF executive summary is to convey to the reader a holistic understanding of the proposed project: what it is, why you need to do it, and what it will cost. A one-page response will suffice. Please include:

- (1) Brief Description of the project – what the applicant proposes to do
- (2) Rationale for the project – the need and/or business case for the proposed project
- (3) Cost – the total cost of implementing the proposed project

The Massachusetts Avenue Surgery Center, LLC ("MASC") is an existing freestanding ambulatory surgery center located at 6400 Goldsboro Road, Suite 400, Bethesda, MD 20817.

MASC was originally founded in 2004 with 14 physician members through a Certificate of Need exemption authorizing the construction of one operating room and two procedure rooms as part of a free standing ambulatory surgery center.

Since its inception MASC has seen tremendous growth both in surgeon utilization of the center and case numbers utilization and received Certificate of Need approval in both 2006 and 2012 to add additional

operating rooms. MASC currently has three operating rooms and one procedure room.

Due to innovations and technical advances in surgical procedures, MASC surgeons in 2015 began to perform total joint replacements (TJR) on an outpatient basis rather than in an acute care setting.

MASC has experienced great success with its outpatient TJR program, however these types of cases require extended OR times with an average length of case of approximately 128.4 OR minutes (not including turn-around time) compared to MASC total OR average case minutes for non-TJR cases of 72.2 OR minutes. This increase in case times is forcing MASC surgeons to redirect many of their Urologic and Gynecological cases requiring general anesthesia back to a more expensive and less efficient acute care setting.

MASC could easily and efficiently perform these cases in their existing procedure room, as is done in acute care setting, if not for the COMAR rule 10.24.11 that limits ASC's from delivering General Anesthesia in a non-sterile environment.

Consequently, MASC is proposing to convert its one procedure room to an Operating Room to accommodate these less complicated cases requiring general anesthesia rather than having them redirected to an acute care setting.

Another benefit of converting MASC Procedure Room is the ability to expand the types of interventional pain cases offered at MASC to new technologies that may require a sterile environment. Examples of these are Spinal Cord Stimulators, Pain Pumps, Kyphoplasty and Joint Fusions. These cases along with the epidural and cervical pain injections (currently being performed in the Procedure Room) will then be performed with a decreased risk of infections.

B. Comprehensive Project Description: The description should include details regarding:

- (1) Construction, renovation, and demolition plans
- (2) Changes in square footage of departments and units
- (3) Physical plant or location changes
- (4) Changes to affected services following completion of the project
- (5) Outline the project schedule.

Please see the next page.

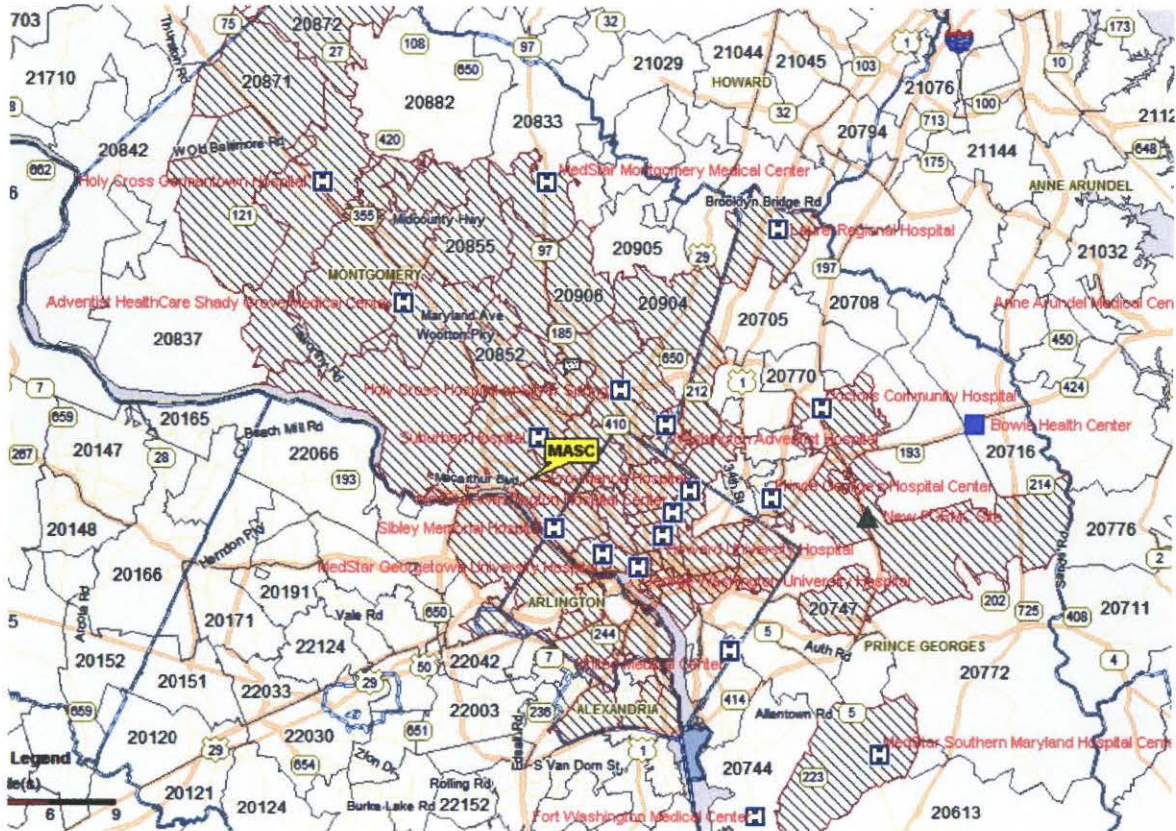
Project Description

1. Massachusetts Avenue Surgery Center

The Massachusetts Avenue Surgery Center, LLC ("MASC") is an existing physician's office based surgery center located at 6400 Goldsboro Road, Suite 400, Bethesda, MD 20817. MASC was originally founded in 2004 with 14

physician members through a Certificate of Need exemption authorizing the construction of one operating room and two procedure rooms as part of a free standing ambulatory surgery center. Since opening, MASC has grown significantly, and, currently, 44 physicians either have had privileges during the past 12 months or are just joining MASC.

MASC's Service Area spans a large geographic area, reflecting the office locations of the physicians practicing at MASC. The Service Area includes portions of Montgomery County, Washington, D.C., Northern Virginia, and Prince George's County. The Service Area is shown graphically below.



Since opening, MASC experienced tremendous growth with a total of 48 physicians utilizing the center in the following specialties: General Surgery, Gynecology, Orthopedics, Pain Management, Plastic Surgery, Podiatry, and Urology. The Operating Rooms are rapidly approaching full utilization and will shortly be overburdened as new physicians join the practice and begin to bring their cases to MASC. The center is expecting to add approximately three new physician providers in the next few months which will substantially increase the number of cases performed at the center. For example, MASC anticipates a Spine Surgeon who has applied for privileges. These applications are currently in process, and it is expected that they will be approved this summer.

The nature of ASFs is that physicians want to put their patients on the

schedule as soon as possible. If they cannot obtain the short term surgical posting, they will seek OR time at another facility. MASC has increasingly been unable to meet the physician requests for posting times. With the addition of new physicians, MASC believes that its ability to meet its internal need will get much worse.

In addition, MASC encourages its physicians to participate in community service. For example, in conjunction with Prostate Cancer Awareness Month, Dr. Pamela Coleman (Urologist) performs free screenings in the office, at churches, and in hospitals, including blood tests, PSA, and, in some cases, rectal exams. Patients are provided free educational materials, and abnormal cases are followed up.

2. The Project

A new Operating Room is being proposed for the existing Massachusetts Avenue Surgery Center located in Bethesda, Maryland. An existing 270 square foot Procedure Room will be converted to a new Operating Room which will be constructed to be in compliance with the FGI Guidelines for Design and Construction of Hospitals and Outpatient Facilities, 2014 Edition. The new O.R. will be contained within the existing footprint of the existing Procedure Room. The existing sink within the room will be removed and the millwork reworked for the new use of the space. The ceiling will be reworked to accommodate the appropriate room lighting as well as new OR lights and supports being added. The finishes within the room will be updated to the appropriate levels. In addition to the architectural modifications, the MEP systems will be updated as required to accommodate the requirements of an OR. These changes include, but are not limited to new medical gases, emergency/nurse call devices, power receptacles (including emergency power as needed), and HVAC system/equipment modifications and/or additions to accommodate the new air change requirements of the room. The existing equipment is anticipated to be able to handle the additional requirements.

Outside of the actual room there will also be some minor renovations in approximately 230 square feet of space. A new set of power operated doors will be added to extend the barrier of the restricted Corridor. The existing doors will be maintained to achieve a visual separation of the new OR area and the existing higher acuity OR space. An alcove will also be cut off of the existing corridor (into an existing Janitor's Closet) to accommodate the new scrub sink for the OR. Finishes in this corridor as well as the existing MEP systems will be modified as needed to meet any requirements for the new space classification.

Overall, the existing surgery center space/department will not be increased as the new OR will occupy the space previously occupied by their Procedure Room. The provided services for the facility will not necessarily change as a result of the project, but the throughput is expected to increase by

providing the new OR.

The project schedule is anticipated to take 4 weeks for completion once construction begins.

9. Current Capacity and Proposed Changes:

Service	Unit Description	Currently Licensed/ Certified	Units to be Added or Reduced	Total Units if Project is Approved
ICF-MR	Beds	___/___		
ICF-C/D	Beds	___/___		
Residential Treatment	Beds	___/___		
Ambulatory Surgery	Operating Rooms	3	1	4
	Procedure Rooms	1	-1	0
Home Health Agency	Counties	___/___		
Hospice Program	Counties	___/___		
Other (Specify)				
TOTAL (ORs)		3	1	4

10. Identify any community based services that are or will be offered at the facility and explain how each one will be affected by the project.

Not applicable. MASC is a Freestanding Ambulatory Surgical Facility.

11. REQUIRED APPROVALS AND SITE CONTROL

- A. Site size: 15,740 square feet acres
- B. Have all necessary State and local land use and environmental approvals, including zoning and site plan, for the project as proposed been obtained? YES _____ NO X (If NO, describe below the current status and timetable for receiving each of the necessary approvals.)

All land use approvals and licensures are in existence. A building permit from Montgomery County will be required. It is estimated that it will take approximately sixty to ninety days to obtain the permit.

- C. Form of Site Control (Respond to the one that applies. If more than one,

explain.):

- (1) Owned by: 6400 Goldsboro, LLC
- (2) Options to purchase held
by: _____
Please provide a copy of the purchase option as an attachment.
- (3) Land Lease held Massachusetts Avenue Surgery Center, LLC
by: _____
Please provide a copy of the land lease as an attachment.
Please see Exhibit 3.
- (4) Option to lease held
by: _____
Please provide a copy of the option to lease as an attachment.
- (5) Other: _____
Explain and provide legal documents as an attachment.

12. PROJECT SCHEDULE

(INSTRUCTION: IN COMPLETING THE APPLICABLE OF ITEMS 10, 11 or 12,
PLEASE CONSULT THE PERFORMANCE REQUIREMENT TARGET DATES SET
FORTH IN COMMISSION REGULATIONS, COMAR 10.24.01.12)

For new construction or renovation projects.

Project Implementation Target Dates

- A. Obligation of Capital Expenditure 1 months from approval date.
- B. Beginning Construction 3 months from capital obligation.
- C. Pre-Licensure/First Use 4 months from capital obligation.
- D. Full Utilization 12 months from first use.

For projects not involving construction or renovations.

Project Implementation Target Dates

- A. Obligation or expenditure of 51% of Capital Expenditure _____ months from CON approval date.
- B. Pre-Licensure/First Use _____ months from capital obligation.
- C. Full Utilization _____ months from first use.

For projects not involving capital expenditures.

Project Implementation Target Dates

- A. Obligation or expenditure of 51% Project Budget _____ months from CON approval date.

PART 2

- B. Pre-Licensure/First Use _____ months from CON approval.
- C. Full Utilization _____ months from first use.

13. PROJECT DRAWINGS

Projects involving new construction and/or renovations should include scalable schematic drawings of the facility at least a 1/16" scale. Drawings should be completely legible and include dates.

These drawings should include the following before (existing) and after (proposed), as applicable:

- A. Floor plans for each floor affected with all rooms labeled by purpose or function, number of beds, location of bath rooms, nursing stations, and any proposed space for future expansion to be constructed, but not finished at the completion of the project, labeled as "shell space".
- B. For projects involving new construction and/or site work a Plot Plan, showing the "footprint" and location of the facility before and after the project.
- C. Specify dimensions and square footage of patient rooms.

Please see Exhibit 2.

14. FEATURES OF PROJECT CONSTRUCTION

- A. If the project involves new construction or renovation, complete **Tables C and D of the Hospital CON Application Package**
- B. Discuss the availability and adequacy of utilities (water, electricity, sewage, natural gas, etc.) for the proposed project and identify the provider of each utility. Specify the steps that will be necessary to obtain utilities.

All utilities exist on site.

PART II - PROJECT BUDGET

Complete Table E of the Hospital CON Application Package

Note: Applicant should include a list of all assumptions and specify what is included in each budget line, as well as the source of cost estimates and the manner in which all cost estimates are derived. Explain how the budgeted amount for contingencies was determined and why the amount budgeted is adequate for the project given the nature of the project and the current stage of design (i.e., schematic, working drawings, etc.).

Exhibit 1 includes the CON Tables, and Exhibit 10 includes the assumptions.

PART 3

**PART III - APPLICANT HISTORY, STATEMENT OF RESPONSIBILITY,
AUTHORIZATION AND RELEASE OF INFORMATION, AND SIGNATURE**

**1. List names and addresses of all owners and individuals responsible for the
proposed project and its implementation.**

The following persons include the Director of MASC and MASC's physician Board
members.

Gross, Randall, Executive Director Massachusetts Avenue Surgery Center
6400 Goldsboro Road Suite 400
Bethesda, MD 20817

Danziger, Marc, MD 1850 M St. NW
#750
Washington, DC 20036

Klaiman, Mark, MD Point Performance Medicine
6400 Goldsboro Road
Suite 340
Bethesda, MD 20817

Levitt, Louis, MD 1850 M St. NW
#750
Washington, DC 20036

Losee, John, MD 1147 20th Street, NW
Suite 400
Washington, DC 20036

Townsend, Lewis, MD Capital Women's Care
10215 Fernwood Road; Suite 250
Bethesda, MD 20817

**2. Are the applicant, owners, or the responsible persons listed in response to Part
1, questions 2, 3, 4, 7, and 9 above now involved, or have they ever been
involved, in the ownership, development, or management of another health
care facility? If yes, provide a listing of these facilities, including facility name,
address, and dates of involvement.**

No

3. Has the Maryland license or certification of the applicant facility, or any of the facilities listed in response to Question 2, above, been suspended or revoked, or been subject to any disciplinary action (such as a ban on admissions) in the last 5 years? If yes, provide a written explanation of the circumstances, including the date(s) of the actions and the disposition. If the applicant, owners or individuals responsible for implementation of the Project were not involved with the facility at the time a suspension, revocation, or disciplinary action took place, indicate in the explanation.

No

4. Other than the licensure or certification actions described in the response to Question 3, above, has any facility with which any applicant is involved, or has any facility with which any applicant has in the past been involved (listed in response to Question 2, above) received inquiries in last from 10 years from any federal or state authority, the Joint Commission, or other regulatory body regarding possible non-compliance with any state, federal, or Joint Commission requirements for the provision of, the quality of, or the payment for health care services that have resulted in actions leading to the possibility of penalties, admission bans, probationary status, or other sanctions at the applicant facility or at any facility listed in response to Question 2? If yes, provide for each such instance, copies of any settlement reached, proposed findings or final findings of non-compliance and related documentation including reports of non-compliance, responses of the facility, and any final disposition or conclusions reached by the applicable authority.

No

5. Have the applicant, owners or responsible individuals listed in response to Part 1, questions 2, 3, 4, 7, and 9, above, ever pled guilty to or been convicted of a criminal offense in any way connected with the ownership, development or management of the applicant facility or any of the health care facilities listed in response to Question 2, above? If yes, provide a written explanation of the circumstances, including as applicable the court, the date(s) of conviction(s), diversionary disposition(s) of any type, or guilty plea(s).

No

One or more persons shall be officially authorized in writing by the applicant to sign for and act for the applicant for the project which is the subject of this application. Copies of this authorization shall be attached to the application. The undersigned is the owner(s), or Board-designated official of the proposed or existing facility.

I hereby declare and affirm under the penalties of perjury that the facts stated in this application and its attachments are true and correct to the best of my knowledge, information and belief.

7-6-2016

Date



Signature of Owner or Board-designated Official

Executive Director

Position/Title

Randall D. Grow

Printed Name

PART 4

**PART IV - CONSISTENCY WITH GENERAL REVIEW CRITERIA AT COMAR
10.24.01.08G(3):**

**INSTRUCTION: Each applicant must respond to all criteria included in COMAR
0.24.01.08G(3), listed below.**

***An application for a Certificate of Need shall be evaluated according to all relevant
State Health Plan standards and other review criteria.***

If a particular standard or criteria is covered in the response to a previous standard or criteria, the applicant may cite the specific location of those discussions in order to avoid duplication. When doing so, the applicant should ensure that the previous material directly pertains to the requirement and to the directions included in this application form. Incomplete responses to any requirement will result in an information request from Commission Staff to ensure adequacy of the response, which will prolong the application's review period.

10.24.01.08G(3)(a). The State Health Plan.

Every applicant must address each applicable standard in the chapter of the State Health Plan for Facilities and Services². Commission staff can help guide applicants to the chapter(s) that applies to a particular proposal.

Please provide a direct, concise response explaining the project's consistency with each standard. Some standards require specific documentation (e.g., policies, certifications) which should be included within the application as an exhibit.

.05A. GENERAL STANDARDS.

Standard .05(A)(1) – Information Regarding Charges.

Information regarding charges for surgical services shall be available to the public. A hospital or an ambulatory surgical facility shall provide to the public, upon inquiry or as required by applicable regulations or law, information concerning charges for the full range of surgical services provided.

Applicant Response:

MASC provides to the public, upon inquiry, information concerning charges for and the range and types of services provided. Exhibit 4 includes MASC's Facility Fee Schedule. Patients are provided with estimates of the actual charges, depending on the procedures they require.

² [1] Copies of all applicable State Health Plan chapters are available from the Commission and are available on the Commission's web site here: http://mhcc.maryland.gov/mhcc/pages/hcfs/hcfs_shp/hcfs_shp

Standard .05(A)(2) – Charity Care Policy.

(a) Each hospital and ambulatory surgical facility shall have a written policy for the provision of charity care that ensures access to services regardless of an individual's ability to pay and shall provide ambulatory surgical services on a charitable basis to qualified indigent persons consistent with this policy. The policy shall have the following provisions:

(i) **Determination of Eligibility for Charity Care.** Within two business days following a patient's request for charity care services, application for medical assistance, or both, the facility shall make a determination of probable eligibility.

(ii) **Notice of Charity Care Policy.** Public notice and information regarding the facility's charity care policy shall be disseminated, on an annual basis, through methods designed to best reach the facility's service area population and in a format understandable by the service area population. Notices regarding the surgical facility's charity care policy shall be posted in the registration area and business office of the facility. Prior to a patient's arrival for surgery, facilities should address any financial concerns of patients, and individual notice regarding the facility's charity care policy shall be provided.

(iii) **Criteria for Eligibility.** Hospitals shall comply with applicable State statutes and HSCRC regulations regarding financial assistance policies and charity care eligibility. ASFs, at a minimum, must include the following eligibility criteria in charity care policies. Persons with family income below 100 percent of the current federal poverty guideline who have no health insurance coverage and are not eligible for any public program providing coverage for medical expenses shall be eligible for services free of charge. At a minimum, persons with family income above 100 percent of the federal poverty guideline but below 200 percent of the federal poverty guideline shall be eligible for services at a discounted charge, based on a sliding scale of discounts for family income bands. A health maintenance organization, acting as both the insurer and provider of health care services for members, shall have a financial assistance policy for its members that is consistent with the minimum eligibility criteria for charity care required of ASFs described in these regulations.

Applicant Response:

MASC has a written policy for the provision of complete and partial charity care for indigent patients to promote access to all services regardless of an individual's ability to pay. The Policy and individual notice of the provision of uncompensated care is included as Exhibit 5. MASC publishes annual public notice and information regarding its charity care policy in the Gazette. A copy of the most recent advertisement is

included in Exhibit 5. MASC also posts notices in the admission, business office, and patient waiting areas.

As Exhibit 5 shows, MASC makes a determination of probable eligibility within two business days following a patient's completed request for charity care services, application for Medicaid, or both.

(b) A hospital with a level of charity care, defined as the percentage of total operating expenses that falls within the bottom quartile of all hospitals, as reported in the most recent Health Service Cost Review Commission Community Benefit Report, shall demonstrate that its level of charity care is appropriate to the needs of its service area population.

Applicant Response:

Not applicable.

(c) A proposal to establish or expand an ASF for which third party reimbursement is available, shall commit to provide charitable surgical services to indigent patients that are equivalent to at least the average amount of charity care provided by ASFs in the most recent year reported, measured as a percentage of total operating expenses. The applicant shall demonstrate that:

(i) Its track record in the provision of charitable health care facility services supports the credibility of its commitment; and

(ii) It has a specific plan for achieving the level of charitable care provision to which it is committed.

(iii) If an existing ASF has not met the expected level of charity care for the two most recent years reported to MHCC, the applicant shall demonstrate that the historic level of charity care was appropriate to the needs of the service area population.

Applicant Response:

The Massachusetts Avenue Surgery Center, LLC (MASC) maintains both its financial and tax reporting records on a cash basis and does not recognize or report revenue until it is received.

Consequently, both the amount of Bad Debt and Charity Care are imbedded in MASC overhead expense accounts (direct labor, supply, implants and overhead) versus in their revenue accounts and then written off if MASC were on an accrual basis of accounting. One cannot look at MASC's financial statements and specifically identify charity care or bad debt. However, consistent with the intent of this standard, MASC identifies the cases for which it does not receive payment by examining its billing ledgers and seeing the cases for which it

does not receive payment. The results of this are that quantifying both Bad Debt and Charity Care is a time consuming task, relying on MASC billing transaction ledgers for appropriate reporting, which MASC generally does not do. MASC's responses to the annual MHCC Freestanding Ambulatory Surgical Facility Survey for FY 2014 (page 19) showed the following:

TOTAL UNCOMPENSATED CARE, CY 2014

Total Facility Bad Debt:	74252 \$
Total Facility Charity Care:	0 \$
Uncompensated Care Total:	74252 \$

MASC has analyzed its billing transaction ledgers in preparation of this application. Apparently, only the Bad Debt was identified in completing the Survey response. The actual amount of Charity Care was \$61,739, bringing the actual total of Uncompensated Care to \$135,991. Table 1 shows the amount of Charity Care and Bad Debt for 2014 and 2015.

Table 1
Charity Care and Bad Debt
MASC
FY 2014 and 2015

	2014	2015
Charity Care	\$61,739	\$88,116
Bad Debt	\$74,252	\$163,354
Total Uncompensated Care	\$135,991	\$251,470

Table 2 shows the Total Operating Revenue for 2014 and 2015 and shows the percent Charity Care that results from these numbers.

Table 2
Operating Revenue and Charity Care
MASC
FY 2014 and 2015

	2014	2015
Total Operating Expenses	\$7,348,250	\$7,884,439
Charity Care	\$61,739	\$88,116
%	0.84%	1.12%

MASC provides services to all patients who are referred by surgeons and who choose to have their surgery performed at MASC. MASC does not

discriminate on the basis of payor and its physicians are aware of the MASC policies providing for services to Charity Care patients.

MASC surgeons do provide charitable surgical services. However, the majority of the charitable surgical services that they provide are provided at the hospital level while they are on call at the hospital. This is due to the fact that, for most part, the individuals needing charitable surgical care present themselves at the hospital emergency room for treatment usually on an acute basis.

In summary, and given the accounting constraints making it impossible to demonstrate literal compliance with this standard, MASC believes it complies with the intent of the State Health Plan to provide "Charity Care" by providing services to patients presenting themselves to MASC with no insurance coverage and no ability to pay. MASC accepts such cases knowing that MASC will receive no compensation. In some other cases, MASC believes that it will receive reimbursement, perform the service, and then realize that it will not be reimbursed, but will write it off as charity care and not seek collection. MASC has historically provided Charity Care to all who presented themselves and were eligible, and pledges to continue providing Charity Care in that fashion.

(d) A health maintenance organization, acting as both the insurer and provider of health care services for members, if applying for a Certificate of Need for a surgical facility project, shall commit to provide charitable services to indigent patients. Charitable services may be surgical or nonsurgical and may include charitable programs that subsidize health plan coverage. At a minimum, the amount of charitable services provided as a percentage of total operating expenses for the health maintenance organization will be equivalent to the average amount of charity care provided statewide by ASFs, measured as a percentage of total ASF expenses, in the most recent year reported. The applicant shall demonstrate that:

(i) Its track record in the provision of charitable health care facility services supports the credibility of its commitment; and

(ii) It has a specific plan for achieving the level of charitable care provision to which it is committed.

(iii) If the health maintenance organization's track record is not consistent with the expected level for the population in the proposed service area, the applicant shall demonstrate that the historic level of charity care was appropriate to the needs of the population in the proposed service area.

Applicant Response:

Not applicable.

Standard .05(A)(3) – Quality of Care.

A facility providing surgical services shall provide high quality care.

(a) An existing hospital or ambulatory surgical facility shall document that it is licensed, in good standing, by the Maryland Department of Health and Mental Hygiene.

(b) A hospital shall document that it is accredited by the Joint Commission.

(c) An existing ambulatory surgical facility shall document that it is:

(i) In compliance with the conditions of participation of the Medicare and Medicaid programs; and

(ii) Accredited by the Joint Commission, the Accreditation Association for Ambulatory Health Care, the American Association for Accreditation of Ambulatory Surgery Facilities, or another accreditation agency recognized by the Centers for Medicare and Medicaid as acceptable for obtaining Medicare certification.

(d) A person proposing the development of an ambulatory surgical facility shall demonstrate that the proposed facility will:

(i) Meet or exceed the minimum requirements for licensure in Maryland in the areas of administration, personnel, surgical services provision, anesthesia services provision, emergency services, hospitalization, pharmaceutical services, laboratory and radiologic services, medical records, and physical environment.

(ii) Obtain accreditation by the Joint Commission, the Accreditation Association for Ambulatory Health Care, or the American Association for Accreditation of Ambulatory Surgery Facilities within two years of initiating service at the facility or voluntarily suspend operation of the facility.

Applicant Response:

MASC is fully licensed by the state of Maryland. A copy of MASC's license letter is attached as Exhibit 6. MASC is in compliance with all mandated federal, State, and local health and safety regulations. It is certified by the Health Care Financing Administration as a provider in the Medicare program. MASC received certification by the Maryland Department of Health and Mental Hygiene to be a provider in the Medicaid program following receipt of the 2006 CON. MASC's Maryland Medicaid Provider Number is 410462500. MASC's Washington, D.C. Medicaid Provider Number is 038102600.

Similarly, MASC received certification by the Maryland Accreditation Association for Ambulatory Health Care (AAAHC) following receipt of the 2006 CON. A copy of the certification is included in Exhibit 7.

Standard .05A(4) – Transfer Agreements.

(a) Each ASF and hospital shall have written transfer and referral agreements with hospitals capable of managing cases that exceed the capabilities of the ASF or hospital.

(b) Written transfer agreements between hospitals shall comply with the Department of Health and Mental Hygiene regulations implementing the requirements of Health-General Article §19-308.2.

(c) Each ASF shall have procedures for emergency transfer to a hospital that meet or exceed the minimum requirements in COMAR 10.05.05.09.

Applicant Response:

MASC has a transfer agreement with Sibley Hospital. Sibley is 4 miles (and 9 minutes driving time) from MASC. A copy is attached as Exhibit 8. Ambulance service is provided by the Emergency Medical System by calling 911.

.05B. Project Review Standards.

Standard .05B(1) – Service Area.

An applicant proposing to establish a new hospital providing surgical services or a new ambulatory surgical facility shall identify its projected service area. An applicant proposing to expand the number of operating rooms at an existing hospital or ambulatory surgical facility shall document its existing service area, based on the origin of patients served.

Applicant Response:

The Service Area for the expanded MASC will be the same as it currently is. The following Zip Codes account for approximately 75 percent of the ambulatory surgery cases at MASC.

<u>Zip Code</u>	<u># Cases</u>	<u>% Cases</u>	<u>Cumulative %</u>
20009	136	3.6%	3.6%
20854	135	3.6%	7.2%
20815	132	3.5%	10.8%
20817	125	3.3%	14.1%
20016	109	2.9%	17.0%
20001	92	2.5%	19.5%
20816	86	2.3%	21.8%
20008	83	2.2%	24.0%
20002	79	2.1%	26.1%
20874	79	2.1%	28.2%
20814	76	2.0%	30.2%

<u>Zip Code</u>	<u># Cases</u>	<u>% Cases</u>	<u>Cumulative %</u>
20852	74	2.0%	32.2%
20878	74	2.0%	34.2%
20015	71	1.9%	36.1%
20011	67	1.8%	37.9%
20007	62	1.7%	39.5%
20003	59	1.6%	41.1%
20010	58	1.5%	42.6%
20910	53	1.4%	44.0%
20902	50	1.3%	45.4%
20901	47	1.3%	46.6%
20906	47	1.3%	47.9%
20850	45	1.2%	49.1%
20886	45	1.2%	50.3%
20853	40	1.1%	51.4%
20876	39	1.0%	52.4%
22201	37	1.0%	53.4%
20877	36	1.0%	54.4%
20895	36	1.0%	55.3%
20904	36	1.0%	56.3%
20912	35	0.9%	57.2%
22207	34	0.9%	58.1%
22202	33	0.9%	59.0%
20017	32	0.9%	59.9%
20037	30	0.8%	60.7%
20005	29	0.8%	61.4%
20879	28	0.7%	62.2%
22314	28	0.7%	62.9%
20036	27	0.7%	63.6%
22101	27	0.7%	64.4%
20783	26	0.7%	65.1%
20024	25	0.7%	65.7%
20871	25	0.7%	66.4%
20012	24	0.6%	67.0%
22304	24	0.6%	67.7%
20785	23	0.6%	68.3%
22204	23	0.6%	68.9%
20782	19	0.5%	69.4%
20019	18	0.5%	69.9%
22206	18	0.5%	70.4%
20735	17	0.5%	70.8%
20747	17	0.5%	71.3%
20832	17	0.5%	71.7%
20851	17	0.5%	72.2%
20855	17	0.5%	72.6%
20841	16	0.4%	73.1%
20872	16	0.4%	73.5%
22046	16	0.4%	73.9%
20706	15	0.4%	74.3%
20707	15	0.4%	74.7%

<u>Zip Code</u>	<u># Cases</u>	<u>% Cases</u>	<u>Cumulative %</u>
20774	15	0.4%	75.1%
22203	15	0.4%	75.5%
22301	15	0.4%	75.9%
285 Other Zip Codes	902	24.1%	100.0%
Total	3,746		

MASC's Service Area spans a large geographic area, reflecting the office locations of the physicians practicing at MASC. The Service Area includes portions of Montgomery County, Washington, D.C., Northern Virginia, and Prince George's County.

Standard .05B(2) – Need- Minimum Utilization for Establishment of a New or Replacement Facility.

An applicant proposing to establish or replace a hospital or ambulatory surgical facility shall demonstrate the need for the number of operating rooms proposed for the facility. This need demonstration shall utilize the operating room capacity assumptions and other guidance included in Regulation .06 of this Chapter. This needs assessment shall demonstrate that each proposed operating room is likely to be utilized at optimal capacity or higher levels within three years of the initiation of surgical services at the proposed facility.

(a) An applicant proposing the establishment or replacement of a hospital shall submit a needs assessment that includes the following:

(i) Historic trends in the use of surgical facilities for inpatient and outpatient surgical procedures by the new or replacement hospital's likely service area population;

(ii) The operating room time required for surgical cases projected at the proposed new or replacement hospital by surgical specialty or operating room category; and

(iii) In the case of a replacement hospital project involving relocation to a new site, an analysis of how surgical case volume is likely to change as a result of changes in the surgical practitioners using the hospital.

(b) An applicant proposing the establishment of a new ambulatory surgical facility shall submit a needs assessment that includes the following:

(i) Historic trends in the use of surgical facilities for outpatient surgical procedures by the proposed facility's likely service area population;

(ii) The operating room time required for surgical cases projected at the proposed facility by surgical specialty or, if approved by Commission staff, another set of categories; and

(iii) Documentation of the current surgical caseload of each physician likely to perform surgery at the proposed facility.

Applicant Response:

Not applicable.

Standard .05B(3) – Need - Minimum Utilization for Expansion of An Existing Facility.

An applicant proposing to expand the number of operating rooms at an existing hospital or ambulatory surgical facility shall:

(a) Demonstrate the need for each proposed additional operating room, utilizing the operating room capacity assumptions and other guidance included at Regulation .06 of this Chapter;

(b) Demonstrate that its existing operating rooms were utilized at optimal capacity in the most recent 12-month period for which data has been reported to the Health Services Cost Review Commission or to the Maryland Health Care Commission; and

(c) Provide a needs assessment demonstrating that each proposed operating room is likely to be utilized at optimal capacity or higher levels within three years of the completion of the additional operating room capacity. The needs assessment shall include the following:

(i) Historic trends in the use of surgical facilities at the existing facility;

(ii) Operating room time required for surgical cases historically provided at the facility by surgical specialty or operating room category; and

(iii) Projected cases to be performed in each proposed additional operating room.

Applicant Response:

MASC has experienced significant and consistent growth since it opened in 2005.

Table 3
OR Cases
Massachusetts. Avenue Surgery Center
CY2005 -2011

Year	OR Cases	% Change
2005	844	
2006	975	15.5%
2007	1,396	43.2%
2008	1,523	9.1%
2009	1,495	-1.8%
2010	1,529	2.3%
2011	2,075	35.7%
2012	2,349	13.2%
2013	2,674	13.8%
2014	2,808	5.0%
2015	3,061	9.0%
Average		14.5%
Source: MASC		

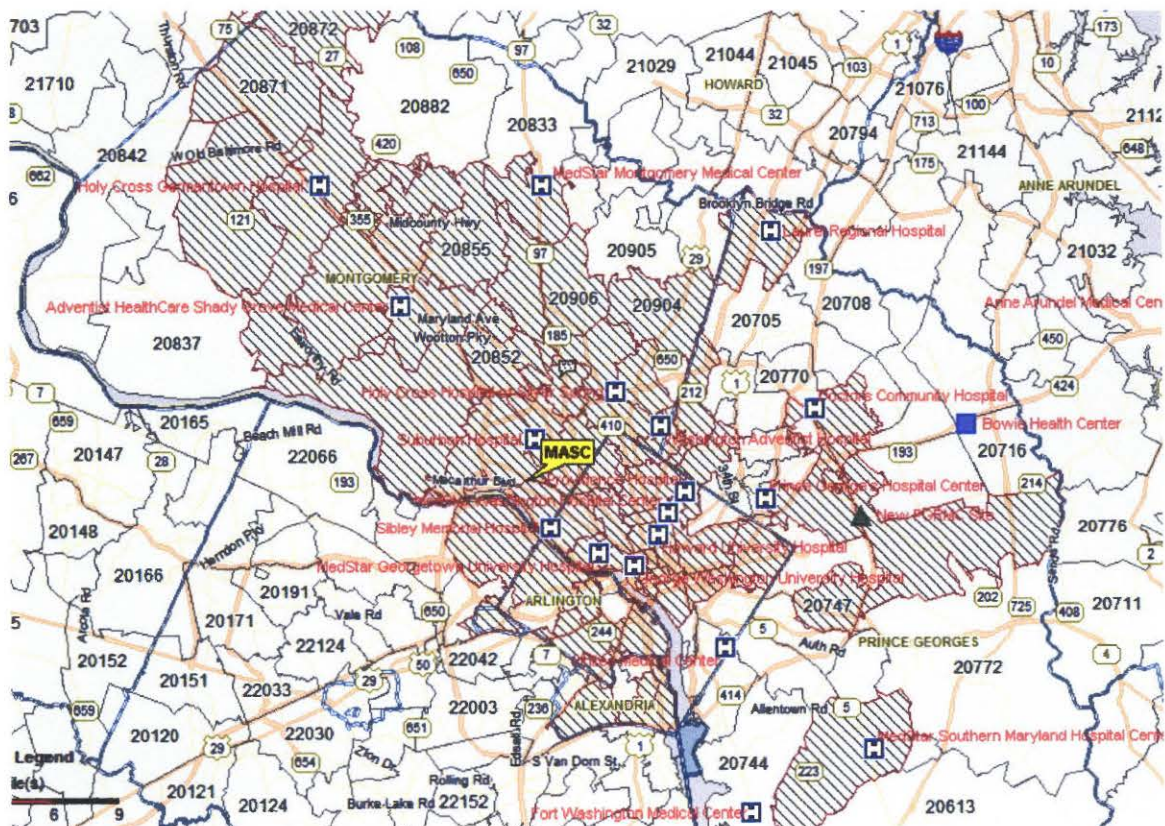
This growth has been driven by several factors. First, the population in its service area is growing. Second, the growth has been physician driven as physicians' practices have grown. Another factor is that MASC has become increasingly "in network" with a larger number of insurance companies. With patients experiencing a higher share of cost (i.e., larger deductibles and co-insurances), they are looking for a less costly option than utilizing a hospital for their outpatient surgery. Patients also prefer to go to an outpatient surgery center over a hospital as they do not want to be exposed to "sicker" patient populations and increased hospital infection rates.

As shown previously, MASC's service area is very broad, encompassing much of the metropolitan Washington, D.C. region. It includes the following Zip Codes:

20009	20852	20850	20017	22304	20841
20854	20878	20886	20037	20785	20872
20815	20015	20853	20005	22204	22046
20817	20011	20876	20879	20782	20706
20016	20007	22201	22314	20019	20707
20001	20003	20877	20036	22206	20774
20816	20010	20895	22101	20735	22203
20008	20910	20904	20783	20747	22301
20002	20902	20912	20024	20832	
20874	20901	22207	20871	20851	
20814	20906	22202	20012	20855	

These Zip Codes contribute approximately 75 percent of MASC cases. The remaining Zip Codes each contribute less than 1% of MASC total cases. MASC's service area is shown graphically in Figure 1.

Figure 1
MASC's Service Area



This is reflective of the office locations of the physicians who practice at MASC. MASC physicians have offices in Montgomery County, Washington, D.C., Prince George's County, and Arlington, VA.

Although MASC's volumes are not primarily driven by population (but, rather, by

the number of physicians practicing at MASC and their referrals), the population of MSAC's service area is growing. Table 4 shows the change between 2010, 2016, and 2021 in the Zip Codes comprising MASC's service area.

Table 4
Population
By Zip Code
MASC Service Area
2010, 2016, and 2021

Zip Code	2010 Census	2016 Estimate	% Change 2010-2016	2021 Projection	% Change 2016-2021
20001 Washington, DC	39,778	47,455	19.3%	52,823	11.3%
20002 Washington, DC	51,915	60,951	17.4%	66,479	9.1%
20003 Washington, DC	27,570	31,196	13.2%	33,827	8.4%
20005 Washington, DC	12,715	15,014	18.1%	16,742	11.5%
20007 Washington, DC	26,650	28,951	8.6%	31,001	7.1%
20008 Washington, DC	28,275	31,697	12.1%	34,480	8.8%
20009 Washington, DC	47,837	54,788	14.5%	60,157	9.8%
20010 Washington, DC	28,912	32,301	11.7%	35,105	8.7%
20011 Washington, DC	61,119	67,362	10.2%	72,697	7.9%
20012 Washington, DC	13,433	14,786	10.1%	15,956	7.9%
20015 Washington, DC	15,328	16,801	9.6%	18,063	7.5%
20016 Washington, DC	32,420	35,822	10.5%	38,598	7.7%
20017 Washington, DC	17,142	19,001	10.8%	20,513	8.0%
20019 Washington, DC	54,488	60,457	11.0%	65,459	8.3%
20024 Washington, DC	11,224	12,549	11.8%	13,625	8.6%
20036 Washington, DC	5,220	6,288	20.5%	7,065	12.4%
20037 Washington, DC	14,256	16,035	12.5%	17,310	8.0%
20706 Lanham, MD	39,884	41,510	4.1%	43,106	3.8%
20707 Laurel, MD	31,875	34,912	9.5%	37,302	6.8%
20735 Clinton, MD	35,562	38,138	7.2%	40,323	5.7%
20747 District Heights, MD	39,414	40,952	3.9%	42,416	3.6%
20774 Upper Marlboro, MD	43,510	48,312	11.0%	51,748	7.1%
20782 Hyattsville, MD	30,605	32,194	5.2%	33,637	4.5%
20783 Hyattsville, MD	45,268	47,377	4.7%	49,351	4.2%
20785 Hyattsville, MD	36,220	38,244	5.6%	39,881	4.3%
20814 Bethesda, MD	27,565	29,581	7.3%	31,187	5.4%
20815 Chevy Chase, MD	28,952	31,022	7.1%	32,643	5.2%
20816 Bethesda, MD	16,514	17,233	4.4%	17,886	3.8%
20817 Bethesda, MD	35,483	36,899	4.0%	38,170	3.4%
20832 Olney, MD	24,287	25,308	4.2%	26,177	3.4%
20841 Boyds, MD	10,367	12,021	16.0%	13,163	9.5%
20850 Rockville, MD	46,962	53,218	13.3%	57,716	8.5%
20851 Rockville, MD	13,934	14,736	5.8%	15,434	4.7%
20852 Rockville, MD	42,443	47,289	11.4%	50,617	7.0%
20853 Rockville, MD	29,458	30,761	4.4%	31,923	3.8%
20854 Potomac, MD	49,635	51,638	4.0%	53,438	3.5%
20855 Derwood, MD	14,651	15,382	5.0%	15,989	3.9%
20871 Clarksburg, MD	13,953	19,229	37.8%	21,694	12.8%

Zip Code	2010 Census	2016 Estimate	% Change 2010-2016	2021 Projection	% Change 2016-2021
20872 Damascus, MD	12,968	13,774	6.2%	14,457	5.0%
20874 Germantown, MD	57,683	62,845	8.9%	66,859	6.4%
20876 Germantown, MD	23,922	26,648	11.4%	28,524	7.0%
20877 Gaithersburg, MD	34,150	37,624	10.2%	40,189	6.8%
20878 Gaithersburg, MD	61,018	66,343	8.7%	70,435	6.2%
20879 Gaithersburg, MD	26,428	28,571	8.1%	30,265	5.9%
20886 Montgomery Village, MD	32,726	34,636	5.8%	36,220	4.6%
20895 Kensington, MD	19,519	20,851	6.8%	21,941	5.2%
20901 Silver Spring, MD	36,276	38,301	5.6%	39,992	4.4%
20902 Silver Spring, MD	49,014	52,845	7.8%	55,891	5.8%
20904 Silver Spring, MD	54,466	58,509	7.4%	61,688	5.4%
20906 Silver Spring, MD	63,918	68,450	7.1%	72,051	5.3%
20910 Silver Spring, MD	38,538	42,225	9.6%	44,691	5.8%
20912 Takoma Park, MD	24,325	25,181	3.5%	25,992	3.2%
22101 Mc Lean, VA	29,794	30,539	2.5%	31,424	2.9%
22201 Arlington, VA	33,493	39,190	17.0%	42,879	9.4%
22202 Arlington, VA	22,628	26,185	15.7%	28,616	9.3%
22203 Arlington, VA	21,754	24,472	12.5%	26,451	8.1%
22204 Arlington, VA	47,064	52,595	11.8%	56,617	7.6%
22206 Arlington, VA	19,306	21,698	12.4%	23,489	8.3%
22207 Arlington, VA	30,871	32,756	6.1%	34,329	4.8%
22301 Alexandria, VA	11,731	12,693	8.2%	13,463	6.1%
22302 Alexandria, VA	18,944	20,918	10.4%	22,409	7.1%
22304 Alexandria, VA	43,819	48,543	10.8%	52,096	7.3%
22314 Alexandria, VA	28,907	33,830	17.0%	37,011	9.4%
Total Service Area	1,988,086	2,177,632	9.5%	2,321,680	6.6%

Source: Nielsen

In its projections, MASC assumed that the annual growth rate between Budgeted 2016 volumes per surgeon and 2019 will be 3.3% per year. This includes population growth. The Compound Average Growth Rate (CAGR) between 2016 and 2021 for the total Service Area Population is 1.3%. This is considerably lower than the CAGR of 14.9% that MASC experienced between 2010 – 2015. $(((3,061/1,529)^{(1/5))}-1 = 14.9\%)$.

Table 5 below shows the projections which are used as the basis to demonstrate need for an additional OR. The physicians whose names are highlighted in yellow are Pain specialists who are currently performing cases in the procedure room which will move to the fourth OR (for which they are appropriate and for which there is no difference in facility fees) once the OR is operational. The State Health Plan Surgery Section (COMAR 10.24.11) defines "Surgical Cases" as follows at page 21:

(35) "Surgical cases" means the number of patients who undergo one or more surgical procedures identified by ICD-9-CM procedure codes 01.0 through 86.99 or the corresponding codes in the future International Classification of Diseases, 10th edition

The list below shows the CPT Codes for the pain cases performed by these

physicians and their corresponding ICD-9 procedure codes. (Please note that six of the ten procedures have alternate ICD-9 codes based on the specifics of the surgery. Both ICD-9 codes are shown in those cases.) These procedures are within the MHCC's definition of "Surgical Cases."

CPT Code	CPT Name	ICD-9 Procedure Code	ICD-9 Name	ICD-9 Procedure Code	ICD-9 Name
64483	Injection, Anesthetic Agent And/Or Steroid, Transforaminal Epidural; Lumbar Or Sacral, Single Level	03.91	Injection Of Anesthetic Into Spinal Canal For Analgesia	03.92	Injection Of Other Agent Into Spinal Canal
64484	Injection, Anesthetic Agent And/Or Steroid, Transforaminal Epidural; Lumbar Or Sacral, Each Additional Level (List Separately In Addition To Code For Primary Procedure)	03.91	Injection Of Anesthetic Into Spinal Canal For Analgesia	03.92	Injection Of Other Agent Into Spinal Canal
62310	Injection, Single (Not Via Indwelling Catheter), Not Including Neurolytic Substances, With-W/O Contrast (For Localization Or Epidurography), Of Diag Or Therapeutic Substance(S) (Not Inclusive)	03.91	Injection Of Anesthetic Into Spinal Canal For Analgesia	03.92	Injection Of Other Agent Into Spinal Canal
62311	Injection, Single (Not Via Indwelling Catheter), Not Including Neurolytic Substances, With-W/O Contrast (For Localization Or Epidurography), Of Diag Or Therapeutic Substance(S) (Inclusive)	03.91	Injection Of Anesthetic Into Spinal Canal For Analgesia	03.92	Injection Of Other Agent Into Spinal Canal
64479	Injection, Anesthetic Agent And/Or Steroid, Transforaminal Epidural; Cervical Or Thoracic, Single Level	03.91	Injection Of Anesthetic Into Spinal Canal For Analgesia	03.92	Injection Of Other Agent Into Spinal Canal
64480	Injection, Anesthetic Agent And/Or Steroid, Transforaminal Epidural; Cervical Or Thoracic, Each Additional Level (List Separately In Addition To Code For Primary Procedure)	03.91	Injection Of Anesthetic Into Spinal Canal For Analgesia	03.92	Injection Of Other Agent Into Spinal Canal
64635	Destruction By Neurolytic Agent, Paravertebral Facet Joint Nerve; Lumbar Or Sacral, Single Level	03.96	Percutaneous Denervation Of Facet		
64636	Destruction By Neurolytic Agent, Paravertebral Facet Joint Nerve; Lumbar Or Sacral, Each Additional Level (List Separately In Addition To Code For Primary Procedure)	03.96	Percutaneous Denervation Of Facet		
64633	Destruction By Neurolytic Agent, Paravertebral Facet Joint Nerve(S), With Imaging Guidance (Fluoroscopy Or Ct); Cervical Or Thoracic, Single Facet Joint	03.96	Percutaneous Denervation Of Facet		
64634	Destruction By Neurolytic Agent, Paravertebral Facet Joint Nerve(S), With Imaging Guidance (Fluoroscopy Or Ct); Cervical Or Thoracic, Each Additional Facet Joint (List Separately In Addition To Code For Primary Procedure)	03.96	Percutaneous Denervation Of Facet		

Their procedure room cases are not included in the 2014, 2015, and 2016 OR Cases. However, they are included in the 2017 and 2018 cases on Table 5, as they will be performed in the additional OR.

Table 5
Historic and Projected OR Cases
MASC
By Physician

Physician	Specialty	2014	2015	% Change	2016 Budgeted	% Change	2017	% Change	2018	% Change	2019	% Change
Barter, James	GYN	160	125	-22%	125	0.0%	129	3.3%	133	3.3%	138	3.3%
Beiser, Ian	POD	70	120	71%	120	0.0%	124	3.3%	128	3.3%	132	3.3%
Bernstein, Steven	ORTHO	0	3	N/A	5	66.7%	5	3.3%	5	3.3%	6	3.3%

Physician	Specialty	2014	2015	% Change	2016 Budgeted	% Change	2017	% Change	2018	% Change	2019	% Change
Busch, Rebecca	GYN	71	71	0%	70	-1.4%	72	3.3%	75	3.3%	77	3.3%
Coleman, Pamela	URO	70	72	3%	70	-2.8%	72	3.3%	75	3.3%	77	3.3%
Danziger, Marc	ORTHO	174	194	11%	195	0.5%	201	3.3%	208	3.3%	215	3.3%
Dunne, Jr., Edward	URO	69	67	-3%	70	4.5%	72	3.3%	75	3.3%	77	3.3%
Engel, Jason	URO	139	70	-50%	14	-80.0%	14	3.3%	15	3.3%	15	3.3%
Faucett, Scott	ORTHO			N/A	45	N/A	46	3.3%	48	3.3%	50	3.3%
Fink, Kathleen	PAIN						284	N/A	293	3.3%	303	3.3%
Firestone, Lee	POD	74	70	-5%	70	0.0%	72	3.3%	75	3.3%	77	3.3%
Gilbert, James	ORTHO	206	208	1%	210	1.0%	217	3.3%	224	3.3%	231	3.3%
Goicochea, Juvenal	GEN	138	134	-3%	135	0.7%	139	3.3%	144	3.3%	149	3.3%
Goral, Antoni	ORTHO	0	0	N/A	45	N/A	46	3.3%	48	3.3%	50	3.3%
Gowda, Ashok	ORTHO	0	1	N/A	25	2400.0%	26	3.3%	27	3.3%	28	3.3%
Guidi, Eric	ORTHO	104	113	9%	115	1.8%	119	3.3%	123	3.3%	127	3.3%
Klaiman, Mark	PAIN			N/A		N/A	253	N/A	262	3.3%	270	3.3%
Kumar, Shailendra	URO	12	9	-25%	15	66.7%	15	3.3%	16	3.3%	17	3.3%
Lavine, Peter	ORTHO	47	74	57%	75	1.4%	77	3.3%	80	3.3%	83	3.3%
Levitt, Louis	ORTHO	85	89	5%	90	1.1%	93	3.3%	96	3.3%	99	3.3%
Lieberman, Murray	URO	72	70	-3%	70	0.0%	72	3.3%	75	3.3%	77	3.3%
Litvak, Juan	URO	62	69	11%	70	1.4%	72	3.3%	75	3.3%	77	3.3%
Losee, John	URO	152	143	-6%	150	4.9%	155	3.3%	160	3.3%	165	3.3%
Maruf, Nizamuddin	URO	91	79	-13%	85	7.6%	88	3.3%	91	3.3%	94	3.3%
Ochiai, Derek	ORTHO	59	60	2%	60	0.0%	62	3.3%	64	3.3%	66	3.3%
Pillai-Allen, Anita	GYN	1	2	100%	2	0.0%	2	3.3%	2	3.3%	2	3.3%
Radolinski, Bartholomew	URO	78	73	-6%	75	2.7%	77	3.3%	80	3.3%	83	3.3%
Raizmon, Noah	ORTHO	179	231	29%	250	8.2%	258	3.3%	267	3.3%	276	3.3%
Robles, Erin	POD	4	12	200%	15	25.0%	15	3.3%	16	3.3%	17	3.3%
Rodriguez Alfonso, Juan	PAIN			N/A		N/A	81	N/A	84	3.3%	86	3.3%
Rosenblum, Mark	URO	69	90	30%	90	0.0%	93	3.3%	96	3.3%	99	3.3%
Scheer, Mark	ORTHO	99	91	-8%	95	4.4%	98	3.3%	101	3.3%	105	3.3%
Schwartz, Erika	POD	42	50	19%	50	0.0%	52	3.3%	53	3.3%	55	3.3%
Shin, Paul	URO	103	73	-29%	1	-98.6%	1	3.3%	1	3.3%	1	3.3%
Shrout, Joseph	ORTHO	60	83	38%	85	2.4%	88	3.3%	91	3.3%	94	3.3%
Siram, Gautam	ORTHO	1	21	2000%	70	233.3%	72	3.3%	75	3.3%	77	3.3%
Stein, Benjamin	ORTHO	0	135	N/A	150	11.1%	155	3.3%	160	3.3%	165	3.3%
Sterling, Kathleen	URO	5	25	400%	-	-100.0%	-	N/A	-	N/A	-	N/A
Suros, Jose	PAIN			N/A	-	N/A	253	N/A	262	3.3%	270	3.3%
Thiel, James	ORTHO	34	27	-21%	50	85.2%	52	3.3%	53	3.3%	55	3.3%
Townsend, Lewis	GYN	142	124	-13%	125	0.8%	129	3.3%	133	3.3%	138	3.3%
Vicente, Gonzalo	OPTH	46	71	54%	70	-1.4%	72	3.3%	75	3.3%	77	3.3%
Weiss, James	ORTHO	58	63	9%	4	-93.7%	4	3.3%	4	3.3%	4	3.3%

Physician	Specialty	2014	2015	% Change	2016 Budgeted	% Change	2017	% Change	2018	% Change	2019	% Change
Wolff, Andrew	ORTHO	32	49	53%	70	42.9%	72	3.3%	75	3.3%	77	3.3%
Total		2,808	3,061	9%	3,131	2.3%	4,105	31.1%	4,241	3.3%	4,381	3.3%

Source: MASC, MASC Physicians

Although the change from 2016-2017 appears large, it is a function of several factors. First, the Pain cases are not included in the 2016 volumes. If they were included in the 2014, 2015, and 2016 volumes, the total growth in volume each year at MASC would only be 3.3% for existing surgeons and the recent addition of several new surgeons. As stated previously, MASC utilized the 3.3% population growth as the basis for future projections.

The historical cases for the four physicians whose cases will move to the OR are shown in Table 6.

Table 6
Historic and Projected OR Cases
MASC
Pain Cases
By Physician

Physician	2014	2015	% Change	2016 Budgeted	% Change	2017	% Change	2018	% Change	2019	% Change
Fink, Kathleen	335	273	-19%	280	3%	289	3.3%	299	3.3%	309	3.3%
Klaiman, Mark	252	251	0%	250	0%	258	3.3%	267	3.3%	276	3.3%
Rodriguez Alfonso, Juan	0	145	N/A	80	-45%	83	3.3%	85	3.3%	88	3.3%
Suros, Jose	0	0	N/A	250	N/A	258	3.3%	267	3.3%	276	3.3%
Total	587	669	14%	860	29%	888	3.3%	918	3.3%	948	3.3%

In regard to OR times, the average OR time per case at MASC has been increasing due to the increase in Orthopedic Cases. For example, MASC has started to perform total joint replacements and other more complex surgeries in 2015 which take a longer time (128.4 minutes) than ASF procedures have taken historically. The minutes per case increased from 68.21 in 2014 to 72.68 in 2015.

	2015
Total Cases	3,061
TJR Cases	25
Cases-TJR	3,036
Min/TJR	128
TJR Min	3,210
Total Minutes	222,480
Total Min-TJR	219,270

	2015
Total Min/Case	72.68
Non-TJR Min/Case	72.22

MASC believes that the 2015 experience is representative of what it can expect in the future and has assumed that the non-TJR minutes per case will be 72.22 in its projections and the TJR cases will take 128.4 minutes/case. However, the Pain cases to be added in 2017 and 2018 have very low OR times (20.4 minutes in 2015). The addition of the Pain cases in 2017 reduces the average OR time, as follows.

	2016	2017	2018	2019
Total Cases	3,131	4,105	4,241	4,381
TJR Cases	75	120	150	175
Non-TJR Cases	3,056	3,985	4,091	4,206
Pain Cases		888	918	948
Non-TJRorPain Cases		3,097	3,173	3,258
Non-TJRorPain Min/Case	72.22	72.22	72.22	72.22
Non-TJRorPain Min	220,714	223,678	229,179	235,293
TJR Min/Case	128.4	128.4	128.4	128.4
TJR Min	9,630	15,408	19,260	22,470
Pain Min/Case		20.4	20.4	20.4
Pain Min		18,123	18,721	19,339
Total Min	230,344	257,209	267,160	277,102
Total Min/Case	73.57	62.65	63.00	63.25

MASC also assumed a turnaround time (TAT) of 25 minutes per case.

Table 8 below shows the need for ORs at MASC for 2014-2018. One can see that MASC already exceeded the MHCC level of optimal utilization in 2015, and has budgeted (and is actually experiencing) greater than optimal utilization in 2016. In each successive year, the burden and difficulties of operating beyond optimal levels in three ORs would be increasingly exacerbated unless an additional OR is now added to accommodate the projected growth in volume of procedures.

**Table 8
OR Need
MASC
2014-2018**

	2014	2015	2016 Budgeted	2017	2018	2019
OR Cases	2,808	3,061	3,131	4,105	4,241	4,381
Min/Case	68.21	72.68	73.57	62.65	63.00	63.25
OR Mins.	191,520	222,480	230,344	257,209	267,160	277,102
TAT/Case	25	25	25	25	25	25
TAT Mins	70,200	76,525	78,275	102,635	106,022	109,521
Total Mins	261,720	299,005	308,619	359,844	373,182	386,623
Capacity/OR	97,920	97,920	97,920	97,920	97,920	97,920
Needed ORs	2.67	3.05	3.15	3.67	3.81	3.95

As Table 8 shows, MASC presently has need to begin using a 4th OR, and expects essentially full optimal utilization of that OR (calculated at 3.95 ORs) in 2019.

Standard .05B(4) – Design Requirements.

Floor plans submitted by an applicant must be consistent with the current FGI Guidelines.

(a) A hospital shall meet the requirements in Section 2.2 of the FGI Guidelines.

(b) An ASF shall meet the requirements in Section 3.7 of the FGI Guidelines.

(c) Design features of a hospital or ASF that are at variance with the current FGI Guidelines shall be justified. The Commission may consider the opinion of staff at the Facility Guidelines Institute, which publishes the FGI Guidelines, to help determine whether the proposed variance is acceptable.

Applicant Response:

Please see **Exhibit 9**, which is a letter from the project architectural firm attesting that the OR is consistent with FGI Guidelines.

Standard .05B(5) – Support Services.

Each applicant shall agree to provide as needed, either directly or through contractual agreements, laboratory, radiology, and pathology services.

Applicant Response:

MASC uses the services of Landauer for Radiation Dosimetry services, Labcorp for laboratory services, and Dianon for pathology services. MASC provides radiology services directly.

Standard .05B(6) – Patient Safety.

The design of surgical facilities or changes to existing surgical facilities shall include features that enhance and improve patient safety. An applicant shall:

- (a) Document the manner in which the planning of the project took patient safety into account; and
 - (b) Provide an analysis of patient safety features included in the design of proposed new, replacement, or renovated surgical facilities.
-

Applicant Response:

MASC has worked with the architect to assure that Patient Safety was considered. From a security standpoint, the existing facility arrangement works well and will be maintained with this project. Within the room design, patient safety will be addressed by maintaining the recommended clearances and space requirements as outlined in the FGI Guidelines, along with proper finish selections to maximize the ability to sanitize the space. MASC will adjust the HVAC system to meet/exceed the required air changes in the room as well as assuring that the medical gases, call systems, and power meet the requirements will also help assure a safe environment for the patient to receive their treatment.

The new OR room will be designed similarly to the existing ORs, which will minimize training requirements and allow staff to move from one room to another with minimal chance of confusion, thus improving patient safety.

Standard .05B(7) – Construction Costs.

The cost of constructing surgical facilities shall be reasonable and consistent with current industry cost experience.

- (a) Hospital projects.

- (i) The projected cost per square foot of a hospital construction or renovation project that includes surgical facilities shall be compared to the benchmark cost of good quality Class A hospital construction given in the Marshall Valuation Service® guide, updated using Marshall Valuation Service® update multipliers, and adjusted as shown in the Marshall Valuation Service® guide as necessary for site terrain, number of building levels, geographic locality, and other listed factors.

(ii) If the projected cost per square foot exceeds the Marshall Valuation Service® benchmark cost, any rate increase proposed by the hospital related to the capital cost of the project shall not include:

1. The amount of the projected construction cost and associated capitalized construction cost that exceeds the Marshall Valuation Service® benchmark; and

2. Those portions of the contingency allowance, inflation allowance, and capitalized construction interest expenditure that are based on the excess construction cost.

(b) Ambulatory Surgical Facilities.

(i) The projected cost per square foot of an ambulatory surgical facility construction or renovation project shall be compared to the benchmark cost of good quality Class A construction given in the Marshall Valuation Service® guide, updated using Marshall Valuation Service® update multipliers, and adjusted as shown in the Marshall Valuation Service® guide as necessary for site terrain, number of building levels, geographic locality, and other listed factors.

(ii) If the projected cost per square foot exceeds the Marshall Valuation Service® benchmark cost by 15% or more, then the applicant's project shall not be approved unless the applicant demonstrates the reasonableness of the construction costs. Additional independent construction cost estimates or information on the actual cost of recently constructed surgical facilities similar to the proposed facility may be provided to support an applicant's analysis of the reasonableness of the construction costs.

Applicant Response:

The following compares the project costs to the Marshall Valuation Service ("MVS") benchmark.

**I. Marshall Valuation Service
Calculation**

Type	Outpatient Surgical Centers
Construction Quality/Class	Good A/B
Stories	2
Perimeter	126.5
Height of Ceiling	9.60
Square Feet	497
f.1 Average floor Area	497.00

A. Base Costs

Basic Structure	369.05
Elimination of HVAC cost for adjustment	0
HVAC Add-on for Mild Climate	0

HVAC Add-on for Extreme Climate	0
Total Base Cost	\$369.05
B. Additions	
Elevator (If not in base)	\$0.00
Other	\$0.00
Subtotal	\$0.00
Total	\$369.05
C. Multipliers	
Perimeter Multiplier	1.50443496
Product	\$555.21
Height Multiplier (plus/minus from 12')	0.943
Product	\$523.56
Multi-story Multiplier (0.5%/story above 3)	1
Product	\$523.56
D. Sprinklers	
Sprinkler Amount	-
Subtotal	\$523.56
E. Update/Location Multipliers	
Update Multiplier	1.02
Product	\$534.04
Location Multiplier	1.07
Product	\$571.42
Final Square Foot Cost Benchmark	\$571.42
Adjustment for Renovation Only	68.39%
Final Square Foot Cost Benchmark	\$390.78

Please note the "Adjustment for Renovation Only." MVS does not have a benchmark for conversion of shell space in a medical office building ("MOB") into an ambulatory surgical center. The 68.39% "Adjustment for Renovation Only" derives from an approach that MASC's consultant (Andrew L. Solberg) did in the matter of Green Spring Station Surgical Center (Matter No. 15-03-2369). In that review, MHCC Staff asked Mr. Solberg to develop an approach for estimating an MVS benchmark for

conversion of MOB space into an ASF. He did so, using the benchmarks for generic "Medical Office Buildings" and "Outpatient (Surgical) Centers."

He noted that in Section 87, page 8, MVS shows the "Budget Differential Costs by Department" (to which he refers to as Departmental Cost Differential Factors) for Hospitals (the only type of structure for which MVS supplies these factors). The area of the MOB in which this project will be located would be otherwise considered shell space (or, as MVS terms it on page 8, "Unassigned Space"). MVS estimates that the Departmental Cost Differential Factor for this kind of space is 0.5. Mr. Solberg assumed that the Departmental Cost Differentiation factor of 0.5 should be applied to the MVS benchmark for an MOB, to reflect the portion of the benchmark that reflected only the shell.

In order to calculate a benchmark for only the fitting out of shell space in a generic MOB into a surgery center, Mr. Solberg subtracted the half the benchmark for Medical Office Building from the benchmark for Outpatient (Surgical) Centers to obtain the benchmark for the fitting out of the generic MOB as a generic surgery center. He then calculated the percentage that this comprised of the full benchmark and calculated that this was 68.39%. He then applied that percentage to the project-specific calculated full benchmark for Outpatient (Surgical) Centers to obtain that project's benchmark for renovation only. He has done the same thing in this project.

II. Cost of Renovation

A. Base Calculations	Actual	Per Sq. Foot
New Construction	\$150,000	\$301.81
Fixed Equipment		\$0.00
Site Preparation		\$0.00
Architectural Fees	\$11,250	\$22.64
Capitalized Construction Interest		\$0.00
Permits	\$15,000	\$30.18
Subtotal	\$176,250	\$354.63

III. Comparison

A. Adjusted Project Cost/Sq. Ft.	\$354.63
B. Marshall & Swift Sq. Ft. Benchmark	\$390.78

Standard .05B(8) – Financial Feasibility.

A surgical facility project shall be financially feasible. Financial projections filed as part of an application that includes the establishment or expansion of surgical facilities and services shall be accompanied by a statement containing each assumption used to develop the projections.

- (a) An applicant shall document that:
- (i) Utilization projections are consistent with observed historic trends in use of the applicable service(s) by the likely service area population of the facility;
 - (ii) Revenue estimates are consistent with utilization projections and are based on current charge levels, rates of reimbursement, contractual adjustments and discounts, bad debt, and charity care provision, as experienced by the applicant facility or, if a new facility, the recent experience of similar facilities;
 - (iii) Staffing and overall expense projections are consistent with utilization projections and are based on current expenditure levels and reasonably anticipated future staffing levels as experienced by the applicant facility, or, if a new facility, the recent experience of similar facilities; and
 - (iv) The facility will generate excess revenues over total expenses (including debt service expenses and plant and equipment depreciation), if utilization forecasts are achieved for the specific services affected by the project within five years of initiating operations.
- (b) A project that does not generate excess revenues over total expenses even if utilization forecasts are achieved for the services affected by the project may be approved upon demonstration that overall facility financial performance will be positive and that the services will benefit the facility's primary service area population.
-

Applicant Response:

MASC is, and will continue to be, financially viable, as shown on CON Table Packet - Table G. The calculations are based on 2016 budgeted volumes by the surgeons who will be performing surgery at the center and population growth.

Revenue estimates are based on the utilization projections and current charge levels, rates of reimbursement, contractual adjustments and discounts, bad debt, as experienced by MASC. Staffing and overall expense projections are consistent with utilization projections and are based on current expenditure levels at MASC.

The facility will generate excess revenues over total expenses (including debt service expenses and plant and equipment depreciation), whether or not utilization forecasts are achieved within two years of initiating operations.

See Exhibit 10 for a list of assumptions below that were used in the revenue and expense projections.

Standard .05B(9) – Preference in Comparative Reviews.

In the case of a comparative review of CON applications to establish an ambulatory surgical facility or provide surgical services, preference will be given to a project that commits to serve a larger proportion of charity care and Medicaid patients. Applicants' commitment to provide charity care will

be evaluated based on their past record of providing such care and their proposed outreach strategies for meeting their projected levels of charity care.

Applicant Response:

Not applicable.

10.24.01.08G(3)(b). Need.

The Commission shall consider the applicable need analysis in the State Health Plan. If no State Health Plan need analysis is applicable, the Commission shall consider whether the applicant has demonstrated unmet needs of the population to be served, and established that the proposed project meets those needs.

INSTRUCTIONS: Please discuss the need of the population served or to be served by the Project.

Responses should include a quantitative analysis that, at a minimum, describes the Project's expected service area, population size, characteristics, and projected growth. If the relevant chapter of the State Health Plan includes a need standard or need projection methodology, please reference/address it in your response. For applications proposing to address the need of special population groups, please specifically identify those populations that are underserved and describe how this Project will address their needs.

If the project involves modernization of an existing facility through renovation and/or expansion, provide a detailed explanation of why such modernization is needed by the service area population. Identify and discuss relevant building or life safety code issues, age of physical plant issues, or standard of care issues that support the need for the proposed modernization.

Please assure that all sources of information used in the need analysis are identified. List all assumptions made in the need analysis regarding demand for services, utilization rate(s), and the relevant population, and provide information supporting the validity of the assumptions.

Applicant Response:

Please see the response to Standard .05B(3) – Need - Minimum Utilization for Expansion of An Existing Facility.

10.24.01.08G(3)(c). Availability of More Cost-Effective Alternatives.

The Commission shall compare the cost effectiveness of the proposed project with the cost effectiveness of providing the service through alternative existing facilities, or through an alternative facility that has submitted a competitive application as part of a comparative review.

INSTRUCTIONS: Please describe the planning process that was used to develop the proposed project. This should include a full explanation of the primary goals or objectives of the project or the problem(s) being addressed by the project. It should also identify the alternative approaches to achieving those goals or objectives or solving those problem(s) that were considered during the project planning process, including the alternative of the services being provided by existing facilities.

For all alternative approaches, provide information on the level of effectiveness in goal or objective achievement or problem resolution that each alternative would be likely to achieve and the costs of each alternative. The cost analysis should go beyond development cost to consider life cycle costs of project alternatives. This narrative should clearly convey the analytical findings and reasoning that supported the project choices made. It should demonstrate why the proposed project provides the most effective goal and objective achievement or the most effective solution to the identified problem(s) for the level of cost required to implement the project, when compared to the effectiveness and cost of alternatives including the alternative of providing the service through alternative existing facilities, or through an alternative facility that has submitted a competitive application as part of a comparative review.

Applicant Response:

MASC has four different alternatives.

1. Lease additional space

MASC considered attempting to lease more space in the building. However, doing so would require redesigning the OR suite, would take more time and would require much more renovation.

2. Do nothing

It is not cost effective for surgeons to be performing surgery at so many additional sites. The need to split the caseload among so many facilities because of MASC capacity limitations is exactly the problem that the MASC practitioners are attempting to resolve. It limits patient options to choose where the surgery will be performed, and forces many cases to be done in more expensive hospital settings. Further, it requires the physicians to travel to various sites around the region to be able to perform the surgery, which is inefficient for the physicians, as the travel time limits the number of cases a physician can handle in a timely fashion, and the amount of time that can be devoted to the practice of medicine. Moreover, this results in delayed scheduling, which is undesirable from the patient's perspective. Maintaining the status

quo simply is not a desirable alternative. MASC already needs more than 3 ORs and will need more than 4 ORs next year. Doing nothing would force the physicians to split their cases among different facilities.

3. The existing project

This project has a very low capital cost. It was designed to be implemented in the least costly way.

10.24.01.08G(3)(d). Viability of the Proposal.

The Commission shall consider the availability of financial and nonfinancial resources, including community support, necessary to implement the project within the time frames set forth in the Commission's performance requirements, as well as the availability of resources necessary to sustain the project.

INSTRUCTIONS: Please provide a complete description of the funding plan for the project, documenting the availability of equity, grant(s), or philanthropic sources of funds and demonstrating, to the extent possible, the ability of the applicant to obtain the debt financing proposed. Describe the alternative financing mechanisms considered in project planning and provide an explanation of why the proposed mix of funding sources was chosen.

- Complete Tables 3 and/or 4 below, as applicable. Attach additional pages as necessary detailing assumptions with respect to each revenue and expense line item.
- Complete Table L (Workforce) from the Hospital CON Application Table Package.
- Audited financial statements for the past two years should be provided by all applicant entities and parent companies to demonstrate the financial condition of the entities involved and the availability of the equity contribution. If audited financial statements are not available for the entity or individuals that will provide the equity contribution, submit documentation of the financial condition of the entities and/or individuals providing the funds and the availability of such funds. Acceptable documentation is a letter signed by an independent Certified Public Accountant. Such letter shall detail the financial information considered by the CPA in reaching the conclusion that adequate funds are available.
- If debt financing is required and/or grants or fund raising is proposed, detail the experience of the entities and/or individuals involved in obtaining such financing and grants and in raising funds for similar projects. If grant funding is proposed, identify the grant that has been or will be pursued and document the eligibility of the proposed project for the grant.
- Describe and document relevant community support for the proposed project.
- Identify the performance requirements applicable to the proposed project (see question 12, "Project Schedule") and explain how the applicant will be able to implement the project in compliance with those performance requirements. Explain the process for

completing the project design, obtaining State and local land use, environmental, and design approvals, contracting and obligating the funds within the prescribed time frame. Describe the construction process or refer to a description elsewhere in the application that demonstrates that the project can be completed within the applicable time frame(s).

Applicant Response:

MASC does not have audited financial statements. MASC's Summary Balance Sheet for 2014 and 2015 is attached as Exhibit 11.

Documentation that adequate funds are available to fund this project are also included in Exhibit 11.

This project will not have any impact on the costs and charges at MASC. The capital costs are very low, and the only additional staff that are needed are marginal.

Nor will this project impact the costs or charges at any other facility. MASC will not be taking cases from other facilities.

10.24.01.08G(3)(e). Compliance with Conditions of Previous Certificates of Need.

An applicant shall demonstrate compliance with all terms and conditions of each previous Certificate of Need granted to the applicant, and with all commitments made that earned preferences in obtaining each previous Certificate of Need, or provide the Commission with a written notice and explanation as to why the conditions or commitments were not met.

INSTRUCTIONS: List all of the Maryland Certificates of Need that have been issued to the project applicant, its parent, or its affiliates or subsidiaries over the prior 15 years, including their terms and conditions, and any changes to approved Certificates that needed to be obtained. Document that these projects were or are being implemented in compliance with all of their terms and conditions or explain why this was not the case.

Applicant Response:

MASC has been approved for two prior CONs.

The first was to expand from one OR to two and was approved in October 2006 (Docket No. 06-15-2181). That CON approval had only one condition.

MASC must provide the Commission with documentation that it has obtained accreditation by the Joint Commission on Accreditation of Healthcare Organizations or the Accreditation Association for Ambulatory Health Care and has completed all steps necessary to become a participating Maryland Medicaid

provider within 18- months of approval of this Certificate of Need.

MASC obtained both AAAHC accreditation and became a participating Maryland Medicaid provider within 18 months of approval of the 2006 CON.

The second CON was approved in July 2012 to expand from two ORs to three. (Docket No. 12-15-2328). That decision found that MASC was compliant with this criterion. That approval had no conditions.

10.24.01.08G(3)(f). Impact on Existing Providers and the Health Care Delivery System.

An applicant shall provide information and analysis with respect to the impact of the proposed project on existing health care providers in the health planning region, including the impact on geographic and demographic access to services, on occupancy, on costs and charges of other providers, and on costs to the health care delivery system.

INSTRUCTIONS: Please provide an analysis of the impact of the proposed project. Please assure that all sources of information used in the impact analysis are identified and identify all the assumptions made in the impact analysis with respect to demand for services, payer mix, access to service and cost to the health care delivery system including relevant populations considered in the analysis, and changes in market share, with information that supports the validity of these assumptions. Provide an analysis of the following impacts:

- a) On the volume of service provided by all other existing health care providers that are likely to experience some impact as a result of this project;
- b) On the payer mix of all other existing health care providers that are likely to experience some impact on payer mix as a result of this project. If an applicant for a new nursing home claims no impact on payer mix, the applicant must identify the likely source of any expected increase in patients by payer.
- c) On access to health care services for the service area population that will be served by the project. (State and support the assumptions used in this analysis of the impact on access);
- d) On costs to the health care delivery system.

If the applicant is an existing facility or program, provide a summary description of the impact of the proposed project on the applicant's costs and charges, consistent with the information provided in the Project Budget, the projections of revenues and expenses, and the work force information.

Applicant Response:

The addition of an OR at MASC will not affect any other facility. This application is based on existing budgeted volumes at MASC, adjusted for population growth.

This project will have a positive impact on the system because it will allow more patients to obtain needed surgery in a low cost facility. It will allow patients and

physicians to consolidate their surgical schedules at fewer sites than they would if MASC did not expand and allow for more flexibility in patient scheduling.

MASC will not have a problem meeting the modest staffing requirements posed by this project. Working in an Ambulatory Surgery Center often affords an opportunity for a surgical nurse who has taken a sabbatical from the field to re-enter. If needed, MASC will advertise in the local newspapers and in professional journals and use employment agencies. MASC's best source for recruitment has been from our physician members. As they are so well established in the community, they personally knew most of our current employees and can, and do, assist MASC in filling any open positions. Open positions usually fill within 1-2 weeks.

MASC does have a staff retention program. In order to recruit and retain high quality staff, MASC pays its key employees at the 75th percentile of the Washington DC median salary as reported in the annual Ambulatory Surgery Center Association's ASC Employee Salary and Benefits Survey. MASC has a quarterly bonus plan that it offers to certain key employees and has made a substantial annual profit sharing contribution to all of the employees that participate in the company's retirement plan. In addition, staff are vested in the retirement plan after 5 years of service. This approach has been very successful resulting in MASC having a very high employee retention rate.

EXHIBIT LIST

Exhibit List

1. CON Tables
2. Project Drawings
3. MASC Lease
4. Facility Fee Schedule
5. Charity Care Policy, Notice, and Advertisement
6. Maryland License
7. AAAHC Certification
8. Transfer Agreement
9. Architect Letter on FGI Compliance
10. List of Assumptions
11. MASC Balance Sheet and Letter from Accountant
12. Affirmations

EXHIBIT 1

TABLE C. CONSTRUCTION CHARACTERISTICS

INSTRUCTION: If project includes non-hospital space structures (e.g., parking garages, medical office buildings, or energy plants), complete an additional Table C for each structure.

BASE BUILDING CHARACTERISTICS	NEW CONSTRUCTION	RENOVATION
Class of Construction (for renovations the class of the building being renovated)*	Check if applicable	
Class A	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Class B	<input type="checkbox"/>	<input type="checkbox"/>
Class C	<input type="checkbox"/>	<input type="checkbox"/>
Class D	<input type="checkbox"/>	<input type="checkbox"/>
Type of Construction/Renovation*		
Low	<input type="checkbox"/>	<input type="checkbox"/>
Average	<input type="checkbox"/>	<input type="checkbox"/>
Good	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Excellent	<input type="checkbox"/>	<input type="checkbox"/>
Number of Stories		

*As defined by Marshall Valuation Service

PROJECT SPACE	List Number of Feet, if applicable	
Total Square Footage	Total Square Feet	
Basement		497
First Floor		497
Second Floor		
Third Floor		
Fourth Floor		
Average Square Feet		
Perimeter in Linear Feet	Linear Feet	
Basement		
First Floor		126.5
Second Floor		
Third Floor		
Fourth Floor		
Total Linear Feet		
Average Linear Feet		
Wall Height (floor to eaves)	Feet	
Basement		
First Floor		9.6
Second Floor		
Third Floor		
Fourth Floor		
Average Wall Height		
OTHER COMPONENTS		
Elevators	List Number	
Passenger		
Freight		
Sprinklers	Square Feet Covered	
Wet System		
Dry System		
Other	Describe Type	
Type of HVAC System for proposed project		
Type of Exterior Walls for proposed project		

Calculate average square feet of all floors

Calculate total linear feet of all floors

Calculate average linear feet of all floors

Calculate average wall height of all floors

TABLE E. PROJECT BUDGET

INSTRUCTION: Estimates for Capital Costs (1.a-e), Financing Costs and Other Cash Requirements (2.a-g), and Working Capital Startup Costs (3) must reflect current costs as of the date of application and include all costs for construction and renovation. Explain the basis for construction cost estimates, renovation cost estimates, contingencies, interest during construction period, and inflation in an attachment to the application. See additional instruction in the column to the right of the table.

NOTE: Inflation should only be included in the inflation allowance line A.1.e. The value of donated land for the project should be included on Line A.1.a as a use of funds and on line B.9 as a source of funds

	Hospital Building	Other Structure	Total
A. USE OF FUNDS			
1. CAPITAL COSTS			
a. Land Purchase			\$0
b. New Construction			
(1) Building			\$0
(2) Fixed Equipment			\$0
(3) Site and Infrastructure			\$0
(4) Architect/Engineering Fees			\$0
(5) Permits (Building, Utilities, Etc.)			\$0
SUBTOTAL	\$0	\$0	\$0
c. Renovations			
(1) Building		\$150,000	\$150,000
(2) Fixed Equipment (not included in construction)			\$0
(3) Architect/Engineering Fees		\$11,250	\$11,250
(4) Permits (Building, Utilities, Etc.)		\$15,000	\$15,000
SUBTOTAL	\$0	\$176,250	\$176,250
d. Other Capital Costs			
(1) Movable Equipment		\$10,000	\$10,000
(2) Contingency Allowance		\$13,219	\$13,219
(3) Gross interest during construction period			\$0
(4) Other (Specify/add rows if needed)			\$0
SUBTOTAL		\$23,219	\$23,219
TOTAL CURRENT CAPITAL COSTS	\$0	\$199,469	\$199,469
e. Inflation Allowance		\$1,928	\$1,928
TOTAL CAPITAL COSTS	\$0	\$201,397	\$201,397
2. Financing Cost and Other Cash Requirements			
a. Loan Placement Fees			\$0
b. Bond Discount			\$0
c. Legal Fees		\$45,000	\$45,000
d. Non-Legal Consultant Fees		\$20,000	\$20,000
e. Liquidation of Existing Debt			\$0
f. Debt Service Reserve Fund			\$0
g. Other (Specify/add rows if needed)			\$0
SUBTOTAL		\$65,000	\$65,000
3. Working Capital Startup Costs			\$0
TOTAL USES OF FUNDS	\$0	\$266,397	\$266,397
B. Sources of Funds			
1. Cash		\$266,397	\$266,397
2. Philanthropy (to date and expected)			\$0
3. Authorized Bonds			\$0
4. Interest income from bond proceeds listed in #3			\$0
5. Mortgage			\$0
6. Working Capital Loans			\$0
7. Grants or Appropriations			
a. Federal			\$0
b. State			\$0
c. Local			\$0
8. Other (Specify/add rows if needed)			\$0
TOTAL SOURCES OF FUNDS		\$266,397	\$266,397
Annual Lease Costs (if applicable)			
1. Land			\$0
2. Building		\$526,158	\$526,158
3. Major Movable Equipment			\$0
4. Minor Movable Equipment		\$33,483	\$33,483
5. Other (Specify/add rows if needed)			\$0
Describe the terms of the lease(s) below, including information on the fair market value of the item(s), and the number of years, annual cost, and the interest rate for the lease.			

Additional instruction for cost categories

These costs should be consistent with the Marshall Valuation Service definition of Group 1 equipment: Permanent equipment, installed on or attached to the building, part of a general contract, and included in calculator costs.

Ensure that SUBTOTAL includes all categories under 1.b.

Ensure that SUBTOTAL includes all categories under 1.c.

Calculate sum of all categories under 1.d.

Ensure that TOTAL CURRENT CAPITAL COSTS includes all SUBTOTALS above

Inflation should only be included in this category

Ensure that TOTAL CAPITAL COSTS includes TOTAL CURRENT CAPITAL COSTS and Inflation Allowance

Calculate sum of all categories under 2.

Start up costs are costs incurred before opening a facility or new service that under generally accepted accounting principles are not chargeable as operating expense or maintenance.

Ensure that TOTAL USES OF FUNDS includes TOTAL CAPITAL COSTS, SUBTOTAL under A.2., and Working Capital Startup Costs

Identify and explain the sources, plans, and the hospital's experience regarding fundraising goals under the response to the Viability standard in Section XX of the CON application.

Include the value of any donated land for the project in this category

Calculate sum of all categories under B; Note that TOTAL SOURCES OF FUNDS should match TOTAL USES OF FUNDS

TABLE F. STATISTICAL PROJECTIONS - ENTIRE FACILITY

INSTRUCTION: Complete this table for the entire facility, including the proposed project. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). For sections 4 & 5, the number of beds and occupancy percentage should be reported on the basis of licensed beds. In an attachment to the application, provide an explanation or basis for the projections and specify all assumptions used. Applicants must explain why the assumptions are reasonable. See additional instruction in the column to the right of the table.

[illegible]

b. ICU/CCU											
Total MSGA	0	0	0	0	0	0	0	0	0	0	0
c. Pediatric											
d. Obstetric											
e. Acute Psychiatric											
Total Acute	0	0	0	0	0	0	0	0	0	0	0
f. Rehabilitation											
g. Comprehensive Care											
h. Other (Specify/add rows of needed)											
TOTAL LICENSED BEDS	0	0	0	0	0	0	0	0	0	0	0
5. OCCUPANCY PERCENTAGE *IMPORTANT NOTE: Leap year formulas should be changed by applicant to reflect 366 days per year.											
a. General Medical/Surgical*	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
b. ICU/CCU	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total MSGA	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
c. Pediatric	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
d. Obstetric	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
e. Acute Psychiatric	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
Total Acute	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
f. Rehabilitation	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
g. Comprehensive Care	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
h. Other (Specify/add rows of needed)	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
TOTAL OCCUPANCY %	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
6. OUTPATIENT VISITS											
a. Emergency Department											
b. Same-day Surgery											
c. Laboratory											
d. Imaging											
e. Other (Specify/add rows of needed)											
TOTAL OUTPATIENT VISITS	0	0	0	0	0	0	0	0	0	0	0
7. OBSERVATIONS**											
a. Number of Patients											
b. Hours											
8. Ambulatory Surgical Facilities											
a. Number of operating rooms (ORs)	3	3	3	4	4	4					
• Total Procedures in ORs	4,442	5,798	5,918	7,759	8,015	8,280					
• Total Cases in ORs	2,808	3,061	3,131	4,105	4,241	4,381					
• Total Surgical Minutes in ORs**	12,473,136	222,480	230,344	257,209	267,160	277,102					
b. Number of Procedure Rooms (PRs)	1	1	1	0	0	0					
• Total Procedures in PRs	793	1,047	1,286	0	0	0					
• Total Cases in PRs	594	700	860	0	0	0					
• Total Minutes in PRs**	11,675	14,314	17,586	0	0	0					

* Include beds dedicated to gynecology and addictions, if separate for acute psychiatric unit.

** Services included in the reporting of the "Observation Center", direct expenses incurred in providing bedside care to observation patients; furnished by the hospital on the hospital's premises, including use of a bed and periodic monitoring by the hospital's nursing or other staff, in order to determine the need for a possible admission to the hospital as an inpatient. Such services must be ordered and documented in writing, given by a medical practitioner; may or may not be provided in a distinct area of the hospital.

TABLE G. REVENUES & EXPENSES, UNINFLATED - ENTIRE FACILITY

INSTRUCTION: Complete this table for the entire facility, including the proposed project. Table G should reflect current dollars (no inflation). Projected revenues and expenses should be consistent with the projections in Table F and with the costs of Manpower listed in Table L. Manpower. Indicate on the table if the reporting period is Calendar Year (CY) or Fiscal Year (FY). In an attachment to the application, provide an explanation or basis for the projections and specify all assumptions used. Applicants must explain why the assumptions are reasonable. Specify the sources of non-operating income. See additional instruction in the column to the right of the table.

	Two Most Recent Years (Actual)		Current Year Projected	Projected Years (ending five years after completion) Add columns if needed.						
Indicate CY or FY	2014	2015	2016	2017	2018	2019				
1. REVENUE										
a. Inpatient Services										
b. Outpatient Services	\$ 41,015,702	\$49,504,226.71	\$52,531,605.64	\$ 54,037,542	\$ 55,820,781	\$ 57,662,867				
Gross Patient Service Revenues	\$ 41,015,702	\$ 49,504,227	\$ 52,531,606	\$ 54,037,542	\$ 55,820,781	\$ 57,662,867	\$ -	\$ -	\$ -	\$ -
c. Allowance For Bad Debt	\$74,252	\$163,354	\$ 102,302	\$ 261,478	\$ 264,906	\$ 273,648.37				
d. Contractual Allowance	\$32,032,614	\$ 39,086,968	\$41,008,154	\$41,760,744	\$42,901,114	\$44,058,140				
e. Charity Care	\$61,739	\$88,116	\$ 94,309	\$ 130,739	\$ 132,453	\$ 136,824.19				
Net Patient Services Revenue	\$ 8,847,097	\$ 10,165,789	\$ 11,326,840	\$ 11,884,581	\$ 12,522,307	\$ 13,194,254	\$ -	\$ -	\$ -	\$ -
f. Other Operating Revenues (Specify/add rows if needed)										
NET OPERATING REVENUE	\$ 8,847,097	\$ 10,165,789	\$ 11,326,840	\$ 11,884,581	\$ 12,522,307	\$ 13,194,254	\$ -	\$ -	\$ -	\$ -
2. EXPENSES										
a. Salaries & Wages (including benefits)	\$ 2,722,016	\$2,643,356.13	\$ 2,538,627	\$ 2,614,786	\$ 2,771,673	\$ 2,841,678				
b. Contractual Services	\$ 1,744	\$ 50,863	\$ 56,672.24	\$ 59,463	\$ 62,654	\$ 65,738.68				
c. Interest on Current Debt										
d. Interest on Project Debt										
e. Current Depreciation	\$ 571,983	\$ 599,694	\$ 668,186.13	\$ 701,088	\$ 738,708	\$ 775,082.83				
f. Project Depreciation										
g. Current Amortization										
h. Project Amortization										
i. Supplies	\$ 2,115,632	\$ 2,806,820	\$ 3,127,391.75	\$ 3,281,386	\$ 3,457,466	\$ 3,627,713.23				
j. Other Expenses (Specify/add rows if needed)	\$ 1,936,875	\$ 1,783,705	\$ 1,987,425.02	\$ 2,085,287	\$ 2,197,184	\$ 2,305,374.13				
TOTAL OPERATING EXPENSES	\$ 7,348,250	\$ 7,884,439	\$ 8,376,303	\$ 8,742,010	\$ 9,227,664	\$ 9,615,587	\$ -	\$ -	\$ -	\$ -
3. INCOME										
a. Income From Operation	\$ 1,498,847	\$ 2,281,350	\$ 2,948,538	\$ 3,142,570	\$ 3,294,623	\$ 3,578,667	\$ -	\$ -	\$ -	\$ -
b. Non-Operating Income										
SUBTOTAL	\$ 1,498,847	\$ 2,281,350	\$ 2,948,538	\$ 3,142,570	\$ 3,294,623	\$ 3,578,667	\$ -	\$ -	\$ -	\$ -
c. Income Taxes										
NET INCOME (LOSS)	\$ 1,498,847	\$ 2,281,350	\$ 2,948,538	\$ 3,142,570	\$ 3,294,623	\$ 3,578,667	\$ -	\$ -	\$ -	\$ -
4. PATIENT MIX										
a. Percent of Total Revenue										
1) Medicare	5.1%	4.5%	4.5%	4.5%	4.5%	4.5%				
2) Medicaid	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
3) Blue Cross	22.2%	9.2%	9.2%	9.2%	9.2%	9.2%				
4) Commercial Insurance	48.5%	42.7%	42.7%	42.7%	42.7%	42.7%				
5) Self-pay	10.3%	11.9%	11.9%	11.9%	11.9%	11.9%				
6) Other	13.9%	31.6%	31.6%	31.6%	31.6%	31.6%				
TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.0%	0.0%	0.0%	0.0%
b. Percent of Equivalent Inpatient Days										
1) Medicare	5.1%	4.5%	4.5%	4.5%	4.5%	4.5%				
2) Medicaid	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%				
3) Blue Cross	22.2%	9.2%	9.2%	9.2%	9.2%	9.2%				

4) Commercial Insurance	48.5%	42.7%	42.7%	42.7%	42.7%	42.7%				
5) Self-pay	10.3%	11.9%	11.9%	11.9%	11.9%	11.9%				
6) Other	13.9%	31.6%	31.6%	31.6%	31.6%	31.6%				
TOTAL	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	0.0%	0.0%	0.0%	0.0%

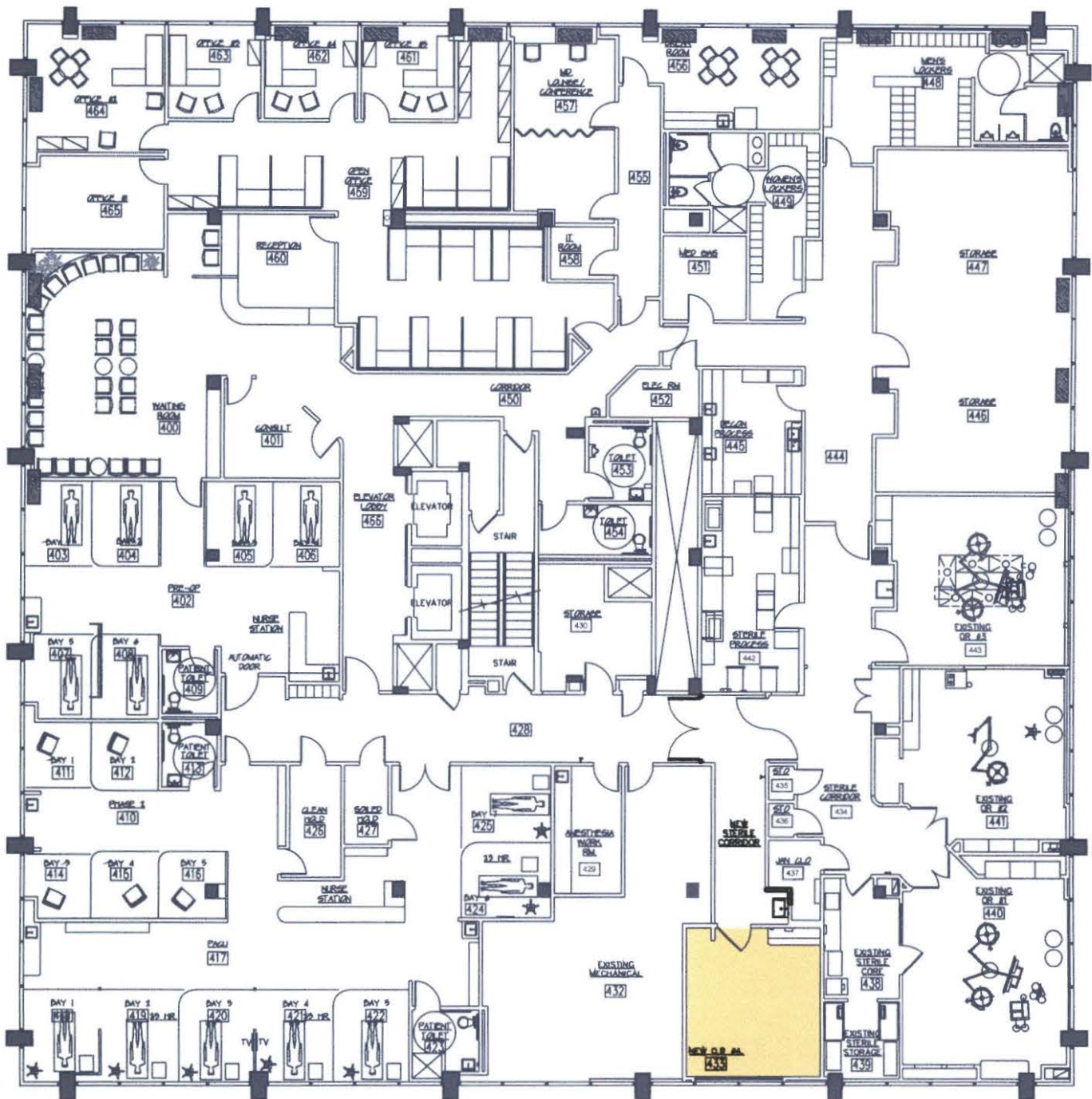
TABLE L. MANPOWER INFORMATION

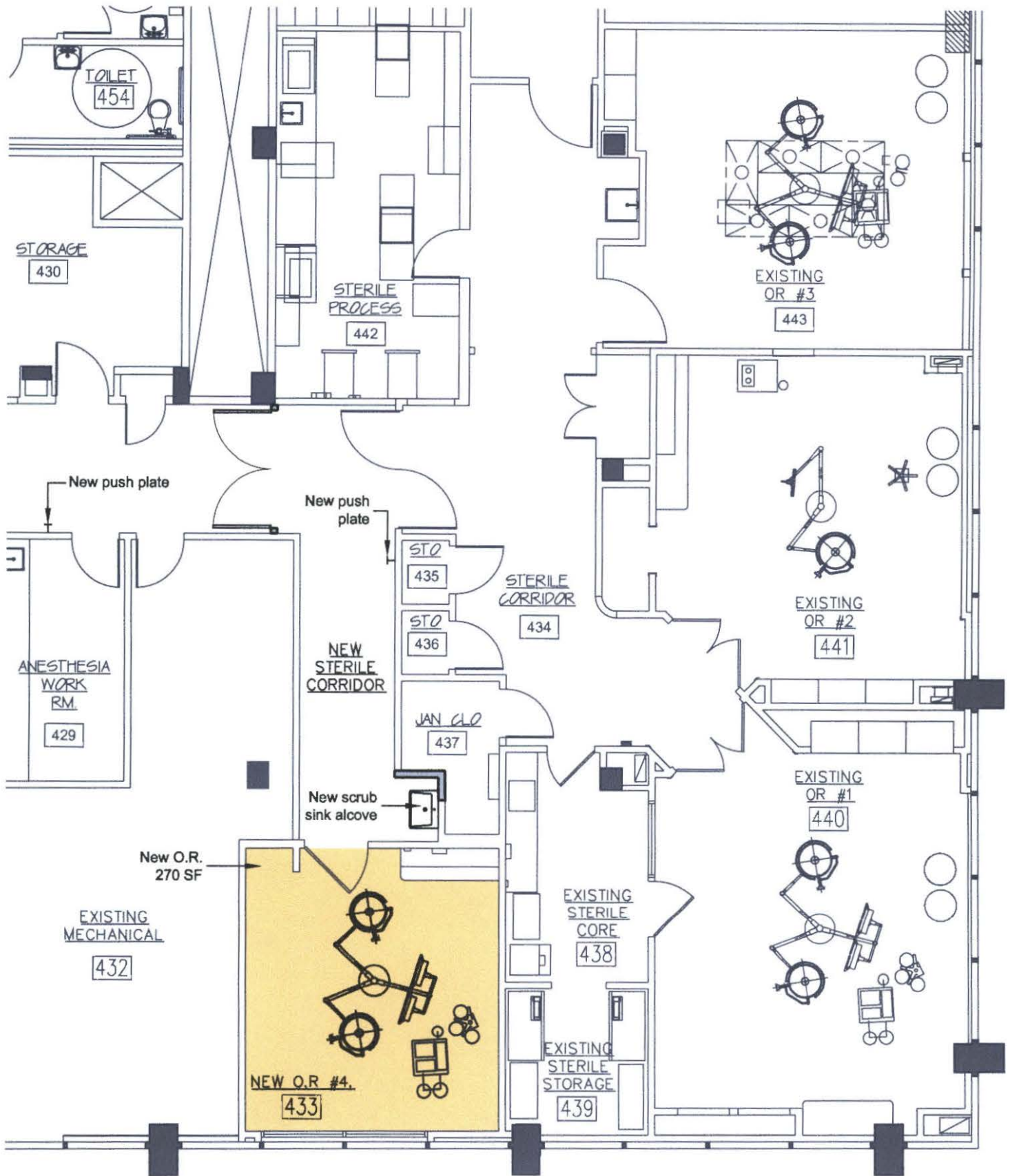
INSTRUCTION: List the facility's existing staffing and changes required by this project. Include all major job categories under each heading provided in the table. The number of Full Time Equivalents (FTEs) should be calculated on the basis of 2,080 paid hours per year equals one FTE. In an attachment to the application, explain any factor used in converting paid hours to worked hours. Please ensure that the projections in this table are consistent with expenses provided in uninflated projections in Tables G and J. See additional instruction in the column to the right of the table.

Job Category	CURRENT ENTIRE FACILITY			PROJECTED CHANGES AS A RESULT OF THE PROPOSED PROJECT THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)			OTHER EXPECTED CHANGES IN OPERATIONS THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS)			PROJECTED ENTIRE FACILITY THROUGH THE LAST YEAR OF PROJECTION (CURRENT DOLLARS) *	
	Current Year FTEs	Average Salary per FTE	Current Year Total Cost	FTEs	Average Salary per FTE	Total Cost (should be consistent with projections in Table J)	FTEs	Average Salary per FTE	Total Cost	FTEs	Total Cost (should be consistent with projections in Table G)
1. Regular Employees											
Administration (List general categories, add rows if needed)											
Administrator	1.0	\$356,882	\$356,882			\$0			\$0	1.0	\$356,882
Office Manager	1.0	\$150,000	\$150,000			\$0			\$0	1.0	\$150,000
Accountant	1.0	\$61,984	\$61,984			\$0			\$0	1.0	\$61,984
Scheduler	2.0	\$52,000	\$104,000			\$0			\$0	2.0	\$104,000
Receptionist	2.0	\$41,600	\$83,200			\$0			\$0	2.0	\$83,200
Total Administration	7.0	\$362,466	\$362,466			\$0			\$0	7.0	\$362,466
Direct Care Staff (List general categories, add rows if needed)											
Registered Nurse Manager	1.0	\$137,000	\$137,000			\$0			\$0	1.0	\$137,000
Registered Nurse Supervisor	1.0	\$97,760	\$97,760			\$0			\$0	1.0	\$97,760
Registered Nurse	10.0	\$83,845	\$838,450	2.0	\$83,845	\$167,690			\$0	12.0	\$1,006,140
Surgical Technician	3.0	\$61,006	\$183,018	1.0	\$61,006	\$61,006			\$0	4.0	\$244,024
Total Direct Care	15.0	\$379,611	\$1,256,228	3.0	\$144,851	\$228,696			\$0	18.0	\$1,484,924
Support Staff (List general categories, add rows if needed)											
PreOp Coordinator	2.0	\$64,116	\$128,232			\$0			\$0	2.0	\$128,232
Sterilization Technician	2.0	\$60,008	\$120,016			\$0			\$0	2.0	\$120,016
Janitor	1.0	\$44,200	\$44,200	1.0	\$44,200	\$44,200			\$0	2.0	\$88,400
Materials Manager	1.0	\$74,880	\$74,880			\$0			\$0	1.0	\$74,880
Total Support	6.0	\$243,204	\$367,328	1.0	\$44,200	\$44,200			\$0	7.0	\$411,528
REGULAR EMPLOYEES TOTAL	28.0	\$1,265,281	\$2,286,022	4.0	\$169,051	\$272,896			\$0	32.0	\$2,558,918
2. Contractual Employees											
Administration (List general categories, add rows if needed)			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
Total Administration			\$0			\$0			\$0	0.0	\$0
Direct Care Staff (List general categories, add rows if needed)			\$0			\$0			\$0	0.0	\$0
Surgical Assist			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
Total Direct Care Staff			\$0			\$0			\$0	0.0	\$0
Support Staff (List general categories, add rows if needed)			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
			\$0			\$0			\$0	0.0	\$0
Total Support Staff			\$0			\$0			\$0	0.0	\$0
CONTRACTUAL EMPLOYEES TOTAL			\$0			\$0			\$0	0.0	\$0
Benefits (State method of calculating benefits below) :			252,605.4			\$30,155					\$282,760
TOTAL COST			\$2,538,627	4.0		\$303,051.0					\$2,841,678

* The projected FTEs and cost for the entire facility should equal the current number of FTEs and cost plus changes in FTEs and cost related to the proposed project plus other expected changes in staffing

EXHIBIT 2





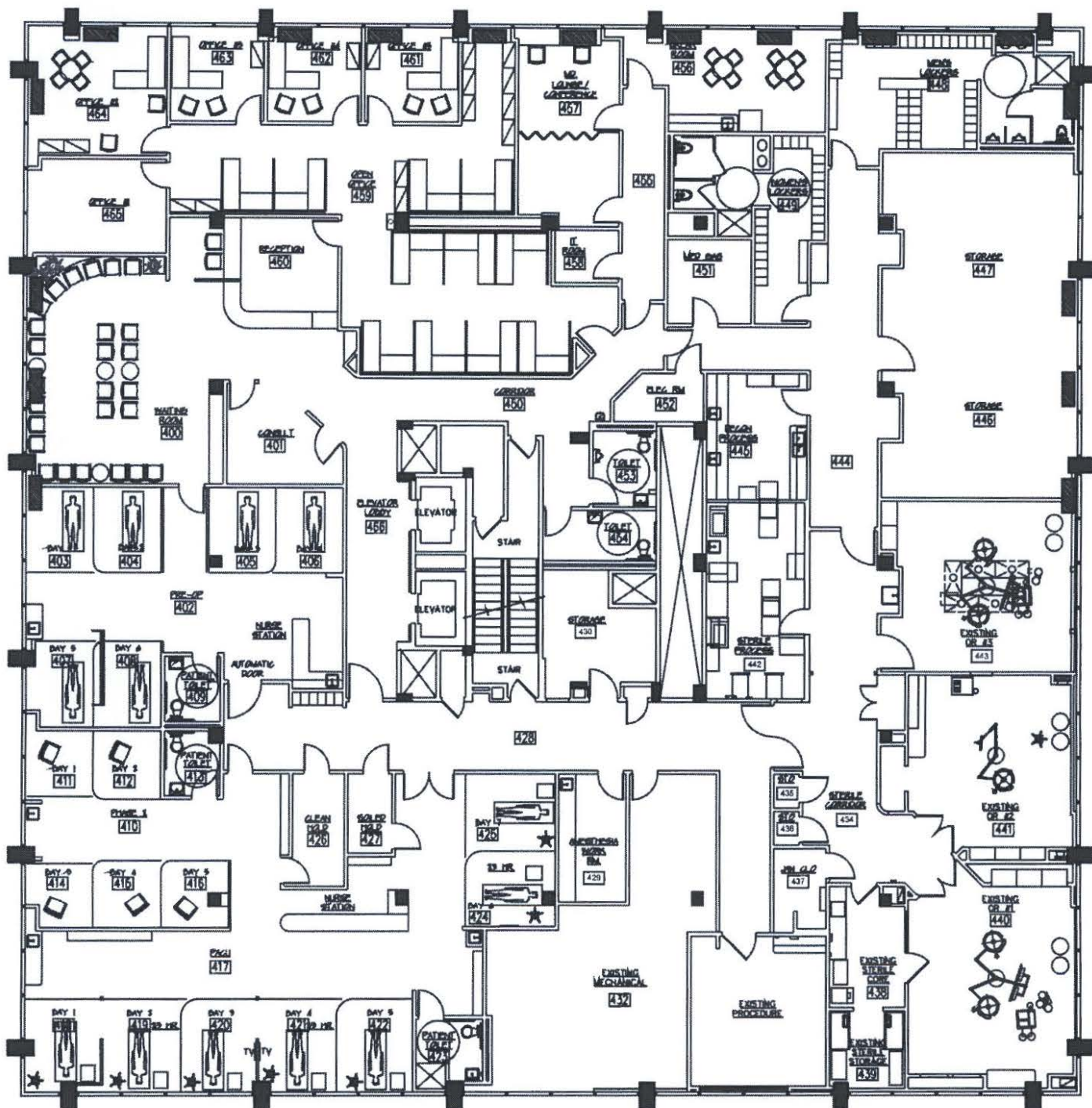


EXHIBIT 3

LEASE AGREEMENT

by and between

6400 GOLDSBORO, LLC

("Landlord")

and

MASSACHUSETTS AVENUE SURGERY CENTER, LLC

("Tenant")

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EXHIBIT A—PREMISES

EXHIBIT B—WORK LETTER

EXHIBIT C—DECLARATION OF LEASE COMMENCEMENT

EXHIBIT D—RULES AND REGULATIONS

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made by and between **6400 Goldsboro, LLC**, a Delaware limited liability company, whose address for the purpose of this Lease shall be 801 Grand Avenue, Des Moines, Iowa, 50392-1370, hereinafter referred to as "Landlord", and **Massachusetts Avenue Surgery Center, LLC**, a Maryland limited liability company, whose address for the purpose of this Lease shall be Suite 400, 6400 Goldsboro Road, Bethesda, Maryland, 20817 hereinafter referred to as "Tenant".

IT IS AGREED AS FOLLOWS:

1. DEMISE.

Landlord does hereby lease to Tenant and Tenant does hereby lease from Landlord the premises consisting of approximately 8100 square feet of net rentable area ("Premises") located in the property known as Suite 400 at 6400 Goldsboro Road, Bethesda, Maryland 20817 ("Property"). The space shall be measured in accordance with ANSI/BOMA Z65.1-1996 Method of Measurement. The Premises is located within the Property specifically identified on the plan attached hereto and marked Exhibit "A" as incorporated herein by reference. The Premises does not include the roof or exterior surfaces of the walls of the Premises or the Property, or any improvements or areas outside of such walls, all of which are reserved for Landlord's exclusive use.

Improvements. Any improvements to the Premises required by virtue of this Lease are set forth in Exhibit "B", which is attached hereto and made a part hereof by reference ("Improvements").

2. LEASE TERM.

The term of this Lease shall be for a period of one hundred and twenty (120) months, commencing on the earlier of (i) date on which the Premises is available for occupancy by Tenant or (ii) November 15, 2004, (either (i) or (ii) being the "Commencement Date") and ending at midnight on the 30th day of November, 2014 ("Lease Term").

At the request of Landlord, Tenant hereby agrees to execute a declaration in the form attached hereto as Exhibit C ("Declaration") as incorporated herein by reference. Tenant's failure to execute the Declaration shall not affect the Commencement Date or the Lease Term, as same are determined by the terms of this Lease.

3. RENT.

(A) Rent. Tenant shall pay for the use and occupancy of the Premises a base rental ("Rent") as set forth in the following schedule (subject to final square footage measurement):

<u>Months</u>	<u>Annual Rent</u>	<u>Monthly Rent</u>	<u>Per Sq Ft</u>
1-12	\$214,650.00	\$17,887.50	\$26.50
13-24	\$220,552.88	\$18,379.41	27.23
25-36	\$226,618.08	\$18,884.84	27.98
37-48	\$232,850.08	\$19,404.17	28.75
49-60	\$239,253.45	\$19,937.79	29.54
61-72	\$245,832.92	\$20,486.08	30.35
73-84	\$252,593.33	\$21,049.44	31.18
85-96	\$259,539.65	\$21,628.30	32.04
97-108	\$266,676.99	\$22,223.08	32.92
109-120	\$274,010.60	\$22,834.22	33.83

Rent shall be paid on the first day of each month in advance without demand, notice, deduction, offset, or counterclaim during the Lease Term. Rent for any period during the Lease Term which is less than one month shall be a pro rata portion of the monthly installment. Rent shall be payable in lawful money of the United States to Landlord at the address stated herein or to such other persons or at such other places as Landlord may designate in writing.

- (B) Failure to Occupy/Forfeiture of Security Deposit. If, for any reason, Tenant fails to occupy the Premises by December 31, 2004 then Tenant may, by written notice to Landlord which written notice must be given within five (5) days of such date, cancel this Lease provided, however, that such cancellation shall not be effective unless and until (i) Tenant has paid the Rent and Additional Rent owed to Landlord through the date of such cancellation and (ii) Landlord has drawn on the Letter of Credit described in subsection E, below, to the extent of \$165,000 or Landlord has been paid the sum of \$165,000 by Tenant. Upon Landlord's receipt of the sum of \$165,000 and the Rent and Additional Rent owed through the date of cancellation the Letter of Credit may be terminated at Tenant's election..
- (C) Place of Payment. Rent, Additional Rent and other sums owed by Tenant shall be paid to Landlord at 6400 Goldsboro, LLC, P.O. Box 1000, Department 149, Memphis, Tennessee 38148-0149 or at such place as Landlord may designate from time to time in writing.
- (D) Late Charge. Tenant hereby acknowledges that late payment by Tenant of Rent, Additional Rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this Lease. Therefore, if any installment of Rent, Additional Rent or any other sum due from Tenant shall not be received by Landlord when such amount is due, Tenant shall pay to Landlord a late charge of six percent (6%) of such overdue amount for each and every month that said amounts due hereunder are not paid or are late. Additionally, Tenant shall pay to Landlord the Default Rate (as set forth in Section 29) on all sums in default. Acceptance of such late charge and/or the Default Rate by Landlord shall in no event constitute a

waiver of Tenant's default with respect to such overdue amount, or prevent Landlord from exercising any other right or remedy available to Landlord.

- (E) Receipt. Receipt is hereby acknowledged of the sum of \$17,887.50 in payment of the Rent for the first month of the Lease Term.
- (F) Security Deposit. Tenant shall deposit with Landlord upon execution hereof security deposit in the form of a letter of credit in the face amount of \$330,000, which face amount shall decline to \$220,000 during years two (2) through six (6) of the Lease Term and to \$30,000 during the remainder of the Lease Term, from a financial institution approved by Landlord as security for Tenant's faithful performance of Tenant's obligations hereunder ("Security Deposit"). If Tenant fails to pay Rent, Additional Rent or other charges due hereunder or otherwise defaults with respect to any provision of the Lease, Landlord may use, apply or retain all or any portion of the Security Deposit for the payment of any Rent, Additional Rent or other charge in default or for the payment of any other sum to which Landlord may become obligated, or which Landlord may incur, by reason of Tenant's default, or to compensate Landlord for any loss or damage which Landlord may suffer thereby. If Landlord so uses or applies all or any portion of the Security Deposit, Tenant shall within ten (10) days after written demand therefor deposit cash with Landlord, or at Tenant's option provide an additional or replacement letter of credit, in an amount sufficient to restore the Security Deposit to the full amount herein above stated and Tenant's failure to do so shall be a material breach of this Lease. If Tenant performs all of Tenant's obligations hereunder, the letter of credit constituting the Security Deposit, or so much thereof as has not theretofore been applied by Landlord, shall be canceled or terminated within forty-five (45) days of the later of (i) the last day of the Lease Term, (ii) the date Tenant vacated the Premises, or (iii) the date Tenant has fulfilled all its obligations hereunder. No trust relationship is created herein between Landlord and Tenant regarding the Security Deposit.

Tenant hereby agrees not to look to any mortgagee as mortgagee, mortgagee-in-possession or successor in title to the Premises for accountability for the Security Deposit unless the Security Deposit has actually been received by said mortgagee as security for Tenant's performance of this Lease. Landlord may deliver the Security Deposit to any purchaser of Landlord's interest in the Premises, and thereupon Landlord shall be discharged from any further liability with respect to the Security Deposit.

- (G) Pro Rata Share. Tenant's pro rata share is 10.85% ("Pro Rata Share").

4. PERMITTED AND EXCLUSIVE USE.

Tenant covenants that the Premises will be used as an ambulatory surgery center and for general office use ("Permitted Use"). Tenant further covenants that the Premises will not be used or occupied for any unlawful purposes. Tenant agrees to and shall use the Premises solely for the purpose of conducting the Permitted Use and for no other business or purpose. Tenant also agrees not to conduct any catalogue, mail or telephone order sales in

or from the Premises, except of merchandise which Tenant is permitted to sell "over the counter" in the Premises. The Permitted Use as an ambulatory surgery center in the Property is granted exclusively to Tenant. Landlord shall not lease premises in the Property to others for use as an ambulatory surgery center. Tenant further acknowledges that it has received no written or oral inducements from Landlord or any of Landlord's representatives concerning this Lease (other than as specifically set forth herein) or that Tenant will be granted any such exclusive rights. Tenant shall not commit or allow to be committed any waste upon the Premises, or any public or private nuisance or any other act or thing which disturbs the quiet enjoyment of any other tenant in the Property.

5. EXPENSES.

(A) Taxes

- (1) Landlord shall pay all taxes applicable to the Property which are payable during the Lease Term.
- (2) As used herein, the term "taxes" shall mean real estate taxes, assessments (whether general or special), sewer rents, rates and charges, transit and transit district taxes, taxes based upon the receipt of Rent or other payments hereunder, and any other federal, state or local governmental charge, general, special, ordinary or extraordinary (but not including income or franchise taxes or any other taxes imposed upon or measured by Landlord's income or profits, except as provided herein), which may now or hereafter be levied, assessed or imposed against the Property or Premises ("Taxes"). Additionally, Landlord shall have no obligation to protest Taxes, but if Landlord does protest Taxes, the cost of such protest shall also be deemed Taxes.

- (B) Landlord shall provide insurance for the Property as set forth in Subsection 9(A) ("Insurance"). Should Landlord choose to self-insure, the cost of maintaining such self insurance shall be considered a part of Insurance. In no event will the cost exceed the cost of maintaining first dollar coverage.

- (C) Landlord shall provide for the following as they relate to the Property and the Premises: (1) trash removal; (2) landscaping; (3) property management, including cleaning and janitorial service; (4) all other labor costs, supply costs and other costs or services of any kind or nature deemed necessary or prudent by Landlord; and (5) the maintenance, repair and/or replacement of the Property and improvements as follows: (a) the roof; (b) all interior and exterior components of the Property and improvements both structural or otherwise; (c) parking lot, (d) sidewalks, alleys and any and all access drives, including the removal of snow and ice therefrom; (e) heating and air conditioning equipment, lines and fixtures; (f) plumbing equipment, lines and fixtures, including but not limited to fire sprinkler and fire control systems (if any); (g) electrical equipment, lines and fixtures; (h) all other utility equipment, lines and fixtures; (i) all ingress-egress doors to the Property; (j) exterior plate glass; (k) elevator equipment, lines and fixtures (if any); and (l) any and all other maintenance, repairs and/or replace-

ments to the Property and improvements deemed necessary or prudent by Landlord during the Lease Term. Notwithstanding the above, Landlord will not be responsible for the removal of medical or hazardous waste or materials.

- (D) Landlord shall pay all utility bills incurred including but not limited to water, gas, electricity, fuel, light, heat and power bills. In the event Tenant requests and Landlord provides any of the foregoing services or any other services to Tenant at times outside normal working hours (any time other than 7:00 a.m. to 7:00 p.m. Monday through Friday and 7:00 a.m. to 1:00 p.m. Saturday, specifically excluding Sundays and Holidays), then Landlord shall have the right to bill Tenant and Tenant agrees to pay for such additional services. The after hours charge for HVAC for 2004 is \$37.00 per hour, which charge shall increase by no more than five percent (5%) per annum, provided in the event utility service charges increase by more than five percent per annum, such after hours charges for HVAC may be increased to include such utility service charge increases. For purposes of this provision, "Holidays" shall include New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas. Landlord shall also have the right to require a separate meter be installed at Tenant's sole cost and expense to meter Tenant's utility usage within the Premises. Following installation of said meter, Tenant shall pay for such utility usage in a timely manner to either Landlord or directly to the utility as determined by the Landlord. Landlord shall not be liable for any failure to furnish, or for any loss, injury or damage caused by or resulting from any variation, interruption or failure of utility services.
- (E) Tenant, at Tenant's sole expense, shall comply with all laws, rules, orders, ordinances, directions, regulations and requirements of federal, state, county, and municipal authorities now in force or which may hereafter be in force, which shall impose any duty upon the Landlord or Tenant with respect to the use, occupancy or alteration of the Premises.
- (F) Notwithstanding anything to the contrary contained herein, the Tenant will keep, maintain and preserve the Premises in a first class condition. The Tenant, at its sole cost and expense, will provide window washing for the interior of the Premises. At the Tenant's sole cost and expense, the Landlord will make all interior repairs and replacements including but not limited to interior walls, doors and windows, floors, floor coverings, light bulbs, plumbing fixtures, and electrical fixtures. Tenant will also reimburse to Landlord, at Tenant's sole cost and expense, costs to repair or replace any broken windows and/or damage to the Property or Premises caused by the negligence or willful misconduct of the Tenant or its employees, agents, guests or invitees during the Lease Term. Tenant shall comply with all laws, ordinances, rules or regulations of any governmental authority required of either the Landlord or the Tenant relative to the repair, maintenance and replacement in the Premises.
- (G) All items in Subsections 5(B), 5(C) and 5(D) shall be referred to as "Operating Expenses". Property management fees included within Operating Expenses shall not exceed three percent (3%) of the gross rents charged to all tenants in the Property.

6. ADDITIONAL RENT.

- (A) It is understood that Rent was negotiated in anticipation that Taxes would not exceed Taxes incurred during calendar year 2004 ("Tax Base") and Operating Expenses not paid directly by Tenant would not exceed Operating Expenses incurred during calendar year 2004 ("Opex Base"). Therefore, in order that Rent payable throughout the Lease Term and any extension thereof shall reflect this understanding, Tenant shall pay its Pro Rata Share of Taxes in excess of the Tax Base and Operating Expenses in excess of the Opex Base ("Tenant's Share"). As soon as practicable each year during the Lease Term, Landlord shall furnish to Tenant an estimate of Tenant's Share for the timeframe in question. Tenant shall pay to Landlord the estimate for Tenant's Share in equal monthly installments at the same time and place as Rent is to be paid. Landlord will furnish a statement of the actual Tenant's Share no later than April 1 of each year during the Lease Term, including the year following the year in which the Lease expires or is otherwise terminated. In the event that Landlord is, for any reason, unable to furnish the statement of the actual Tenant's Share within the time specified above, Landlord will furnish such statement as soon thereafter as practicable with the same force and effect as the statement would have had if delivered within the time specified above. Tenant will pay to Landlord any deficiency as shown by such statement within thirty (30) days of receipt of such statement. Provided Tenant is not in default of this Lease, Landlord will refund to Tenant any excess as shown by such statement within thirty (30) days of the date of the statement. Landlord will keep books and records showing the Operating Expenses in accordance with generally accepted accounting principles. If Tenant disputes the amount of Operating Expenses as set forth in the statement from Landlord within thirty days after receipt thereof, and providing Tenant is not then in default under this Lease, Tenant shall have the right on written notice to have the Landlord's books and records relating to Operating Expenses audited by a qualified professional selected by Tenant or by Tenant itself. If after such audit Tenant still disputes the amount of Operating Expenses, a certification as to the proper amount shall be made by Landlord's independent certified public accountant in consultation with Tenant's professional, which certification shall be final and conclusive. If such audit reveals that Operating Expenses were overstated by five percent (5%) or more in the calendar year audited Landlord shall reimburse Tenant for its reasonable costs in doing the audit. Landlord shall within thirty days after the certification pay to Tenant the amount of any overstatement which it had collected from Tenant. However, if such certification does not show that Landlord had made such an overstatement then Tenant shall pay both the costs of its professional as well as the reasonable charges of Landlord's independent certified public accountant engaged to determine the correct amount of Operating Expenses. If the certification shows that Landlord has undercharged Tenant then Tenant shall within thirty days pay to Landlord the amount of any undercharge. The obligations of Landlord and Tenant to pay overcharges or undercharges under this Section 6 shall survive the termination or expiration of this Lease.

In the event that the Tenant elects to have a professional audit of Landlord's Operating Expenses as provided in this Lease, such audit must be conducted by

independent nationally or regionally recognized accounting firm that is not being compensated by Tenant on a contingency fee basis. All information obtained through such audit shall be held in strict confidence by Tenant and its officers, agents and employees and as a condition to such audit, the Tenant's auditor shall execute a written agreement agreeing that the auditor is not being compensated on a contingency fee basis and that all information obtained through such audit as well as any compromise, settlement, or adjustment reached as a result of such audit, shall be held in strict confidence and shall not be revealed in any manner to any person except upon the prior written consent of the Landlord, which consent may be withheld in Landlord's sole discretion, or if required pursuant to any litigation between Landlord and Tenant materially related to the facts disclosed by such audit, or if required by law.

- (B) In the event Landlord furnishes any utility or service which is included in Operating Expenses to less than ninety-five percent (95%) of the rentable area of the Property because (i) the average occupancy of the Property for the year in question was not equal to or greater than ninety-five percent (95%), (ii) such utility or service is not required by or provided to one or more of the tenants of the Property, or (iii) any tenant occupant is itself obtaining or providing any such utility or services, then Operating Expenses for such year shall be adjusted to include all additional costs, expenses and disbursements that Landlord reasonably determines would have been incurred if Landlord had provided such utilities and services to all tenants of the Property, and shall be allocated among the tenants by the Landlord to reflect those costs which would have occurred had the Property been ninety-five percent (95%) occupied during the year in question and such utilities and services provided to all tenants. The intent of this section is to ensure that the reimbursement of Operating Expenses is fairly and equitably allocated among the tenants receiving the utilities and services in question.
- (C) To the extent the Property is part of a larger project or development, Landlord shall have the right (but not the obligation) to allocate to the Property an appropriate portion of those Operating Expenses which are incurred with respect to the project as a whole. By way of example, landscaping costs for a multi-building project shall be allocated on an appropriate basis between all buildings in the project.
- (D) Any and all payments (other than Rent) required to be made by Tenant pursuant to this Lease shall be deemed additional Rent ("Additional Rent"). Landlord shall have the same rights and remedies for said payments as for Rent.

7. SORTING AND SEPARATION OF REFUSE AND TRASH.

- (A) Tenant covenants and agrees, as its sole cost and expense, to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation and recycling of waste products, garbage, refuse and trash. Tenant shall sort and separate waste products, garbage, refuse and trash into such categories as provided by law. Each separately sorted category of waste products,

garbage, refuse and trash shall be placed in separate receptacles reasonably approved by the Landlord. Such separate receptacles may, at Landlord's option, be removed from the Premises in accordance with a collection schedule prescribed by law or by Landlord.

- (B) Landlord reserves the right to refuse to collect or accept from Tenant any waste products, garbage, refuse or trash that is not separated and sorted as required by law, and to require Tenant to arrange for such collection at Tenant's sole cost and expense, utilizing a contractor satisfactory to Landlord. Tenant shall pay all costs, expenses, fines, penalties or damages that may be imposed on Landlord or Tenant by reason of Tenant's failure to comply with the provisions of this Section 7, and, at Tenant's sole cost and expense, shall indemnify, defend and hold Landlord harmless (including legal fees and expenses) from and against any actions, claims and suits arising from such noncompliance, utilizing counsel reasonably satisfactory to Landlord.

8. HAZARDOUS SUBSTANCES.

The term "Hazardous Substances" shall mean pollutants, contaminants, toxic or hazardous wastes, or any other substances, the use and/or the removal of which is required or the use of which is restricted, prohibited or penalized by any "Environmental Law", which term shall mean any federal, state or local law, regulation, order, ordinance or other statute of a governmental or quasi-governmental authority relating to pollution or protection of the environment. Tenant hereby agrees that (A) no activity will be conducted on the Property or Premises that will produce any Hazardous Substances, except for such activities that are part of the ordinary course of Tenant's business activities (the "Permitted Activities") provided said Permitted Activities are conducted in accordance with all Environmental Laws and have been acknowledged and consented to in advance in writing by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (B) neither the Property, nor the Premises will be used in any manner for the storage of any Hazardous Substances except for the temporary storage of such materials that are used in the ordinary course of Tenant's business (the "Permitted Materials"), provided such Permitted Materials are properly stored in a manner and location meeting all Environmental Laws and acknowledged and consented to in advance in writing by Landlord; Tenant shall be responsible for obtaining any required permits and paying any fees and providing any testing required by any governmental agency; (C) no portion of the Property or the Premises will be used as a landfill or a dump; (D) Tenant will not install any underground tanks of any type; (E) Tenant will not allow any surface or subsurface conditions to exist or come into existence that constitute, or with the passage of time may constitute a public or private nuisance; (F) Tenant will not permit any Hazardous Substances to be brought onto the Property or Premises, except for the Permitted Materials described above, and if so brought or found located thereon, the same shall be immediately removed, with proper disposal, and all required cleanup procedures shall be diligently undertaken pursuant to all Environmental Laws. Landlord or Landlord's representative shall have the right but not the obligation to enter the Premises for the purpose of inspecting the storage, use and disposal of Permitted Materials to ensure compliance with all Environmental Laws. Should it be determined, in Landlord's sole opinion, that said Permitted Materials are being improperly stored, used, or

disposed of, then Tenant shall immediately take such corrective action as requested by Landlord. Should Tenant fail to take such corrective action within 24 hours, Landlord shall have the right to perform such work and Tenant shall promptly reimburse Landlord for any and all costs associated with said work. If at any time during or after the Lease Term, the Property or the Premises are found to be so contaminated or subject to said conditions, Tenant shall diligently institute proper and thorough cleanup procedures at Tenant's sole cost, and Tenant agrees to indemnify, defend and hold harmless Landlord, its lenders, any managing agents and leasing agents of the Property, and their respective agents, partners, officers, directors and employees, from all claims, demands, actions, liabilities, costs, expenses, penalties (whether civil or criminal), damages (actual or punitive) and obligations of any nature arising from or as a result of the use of the Property or the Premises by Tenant. The foregoing indemnification and the responsibilities of Tenant shall survive the termination or expiration of this Lease.

During and after the Lease Term, Tenant shall promptly provide Landlord with copies of all summons, citations, directives, information inquiries or requests, notices of potential responsibility, notices of violation or deficiency, orders or decrees, claims, complaints, investigations, judgments, letters, notice of environmental liens, and other communications, written or oral, actual or threatened, from the United States Environmental Protection Agency, Occupational Safety and Health Administration, the State of Maryland Department of the Environment, or other federal, state or local agency or authority, or any other entity or individual, concerning (i) any Hazardous Substance regarding the Property or the Premises; (ii) the imposition of any lien on the Property or the Premises; or (iii) any alleged violation of or responsibility under any Environmental Law.

9. INSURANCE.

(A) INSURANCE BY LANDLORD.

Landlord shall, during the Lease Term, procure and keep in force the following insurance, the cost of which (including, but not limited to premiums, deductibles, and co-payments) will be deemed Additional Rent payable by Tenant pursuant to Section 5 and Section 6.

(1) Property insurance insuring the Property and improvements and rental income insurance (i.e.: loss of rents insurance) for perils covered by the causes of loss - special form (all risk) and in addition coverage for flood, earthquake and boiler and machinery (if applicable). Such coverage (except for flood and earthquake) shall be written on a replacement cost basis equal to ninety percent (90%) of the full insurable replacement value of the foregoing and shall not cover Tenant's equipment, trade fixtures, inventory, fixtures or personal property located on or in the Premises.

(2) Commercial general liability insurance against any and all claims for bodily injury and property damage occurring in or about the Property or the land. Such insurance shall have the combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence per location with a Two Million Dollars (\$2,000,000) aggregate limit.

(3) Such other insurance as Landlord deems necessary and prudent, or as required by Landlord's beneficiaries or mortgagees of any deed of trust or mortgage encumbering the Property.

(B) INSURANCE BY TENANT.

Tenant shall, during the Lease Term, procure and keep in force the following insurance:

(1) Commercial general liability insurance naming Landlord and Landlord's managing agent for the Property as additional insureds against any and all claims for bodily injury and property damage occurring in, or about the Premises arising out of Tenant's use and occupancy of the Premises. Such insurance shall have a combined single limit of not less than One Million Dollars (\$1,000,000) per occurrence with Two Million Dollars (\$2,000,000) aggregate limit and excess umbrella liability insurance in the amount of Two Million Dollars (\$2,000,000). If Tenant has other locations that it owns or leases the policy shall include an aggregate limit per location endorsement. Such liability insurance shall be primary and not contributing to any insurance available to Landlord and Landlord's insurance shall be in excess thereto. In no event shall the limits of such insurance be considered as limiting the liability of Tenant under this lease.

(2) Personal property insurance insuring all equipment, trade fixtures, inventory, fixtures and personal property located on or in the Premises for perils covered by the cause of loss - special form (all risk). Such insurance shall be written on a replacement cost basis in an amount equal to one hundred percent (100%) of the full replacement value of the aggregate of the foregoing personal property.

(3) Workers' compensation insurance in accordance with statutory law and employers' liability insurance with a limit of not less than \$100,000 per accident, \$500,000 for a disease policy limit, and \$100,000 for disease limit for each employee.

(4) Business income (and extra expense) coverage (i.e.: business interruption insurance) insuring perils covered by the causes of loss-special form (all risk) for one hundred percent (100%) of the total of the budgeted net income of Tenant for twelve (12) months plus all extra expenses projected to be incurred by Tenant during the period of restoration of the Property or Premises.

(5) Such other insurance as Landlord reasonably deems necessary and prudent, or as required by Landlord's beneficiaries or mortgagees of any deed of trust or mortgage encumbering the Property.

The policies required to be maintained by Tenant shall be issued by companies rated AX or better in the most current issue of Best's Insurance Reports. Insurers shall be licensed

to do business in the state in which the Property is located and domiciled in the USA. Any deductible amounts under any insurance policies required hereunder shall not exceed \$1,000. Certificates of insurance (certified copies of the policies may be required) shall be delivered to Landlord prior to the Commencement Date and annually thereafter at least thirty (30) days prior to the expiration date of the old policy. Tenant shall have the right to provide insurance coverage which it is obligated to carry pursuant to the terms hereof in a blanket policy, provided such blanket policy expressly affords coverage to the Property, the Premises, and to Landlord as required by this Lease. Each policy of insurance shall provide notification to Landlord at least thirty (30) days prior to any cancellation or modification to reduce the insurance coverage. An amount equal to five percent (5%) of the monthly Rent shall be charged as Additional Rent for each month in which Tenant fails to deliver to Landlord a current certificate(s) evidencing that the insurance required pursuant to this section is being maintained.

In the event Tenant does not purchase the insurance required by this Lease or keep the same in full force and effect, Landlord may, but shall not be obligated to purchase the required insurance and pay the premium. The Tenant shall repay to Landlord, as Additional Rent the amount so paid promptly upon demand. In addition, Landlord may recover from Tenant and Tenant agrees to pay, as Additional Rent, any and all reasonable expenses (including attorneys' fee) and damages which Landlord may sustain by reason of the failure of Tenant to obtain and maintain such insurance.

(C) SUBROGATION.

Landlord and Tenant mutually waive their respective rights of recovery against each other for any loss of, or damage to, either parties' property, to the extent that such loss or damage is insured by an insurance policy required to be in effect at the time of such loss or damage. Each party shall obtain any special endorsements, if required by its insurer whereby the insurer waives its rights of subrogation against the other party. This clause shall not apply in those cases where waiver of subrogation would cause either parties' insurance to be voided or otherwise made uncollectible.

10. DAMAGE OR DESTRUCTION.

If, prior to or during the Lease Term, or any extension thereof, the Property or the Premises shall be so damaged or destroyed by fire or other casualty so as to render them untenable, or if the Property or Premises is materially destroyed or damaged to the extent that the restoration of such, in Landlord's sole opinion, is not economical or feasible, then Landlord, at its sole option, shall have the right to cancel and terminate this Lease. If not terminated, then Landlord shall repair and restore the Premises with all reasonable speed to substantially the same condition as immediately prior to such damage or destruction, and the Rent or a just and proportionate part thereof, according to Tenant's ability to utilize the Premises in its damaged condition, shall be abated until the Premises shall have been repaired and restored by Landlord. "Untenantable" Premises shall be such as to not allow Tenant to transact and effectuate its operations in the ordinary course of business.

11. INDEMNIFICATION.

Tenant shall indemnify, hold harmless, and defend Landlord (except for Landlord's gross negligence or willful misconduct) against all claims, losses or liabilities for injury or death to any person or for damage to or loss of use of any property arising out of any occurrence in, on or about the Property, if caused or contributed to by Tenant or Tenant's agents or invitees, or arising out of any occurrence in, upon or at the Property or Premises, or on account of the use, condition, occupational safety or occupancy of the Property or Premises. It is the intent of the parties hereto that the indemnity contained in this section shall not be limited or barred by reason of any negligence on the part of Landlord or Landlord's agents, except as expressly provided herein. Such indemnification shall include and apply to attorneys' fees, investigation costs, and other costs actually incurred by Landlord. Tenant shall further indemnify, defend and hold harmless Landlord from and against any and all claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease. The provisions of this section shall survive the expiration or termination of this Lease with respect to any damage, injury, death, breach or default occurring prior to such expiration or termination. This Lease is made on the express conditions that Landlord shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause, in any way connected with the condition, use, occupational safety or occupancy of the Property or Premises specifically including, without limitation, any liability for injury to the person or property of Tenant or Tenant's agents.

12. ASSIGNMENT AND SUBLETTING.

- (A) Tenant shall not assign, encumber, mortgage, pledge, license, hypothecate or otherwise transfer the Premises or this Lease, or sublease all or any part of the Premises, or permit the use or occupancy of the Premises by any party other than Tenant, without the prior written consent of Landlord, which shall not be unreasonably withheld, conditioned or delayed.
- (B) Tenant must request Landlord's consent to an assignment or sublease in writing at least sixty (60) days prior to the commencement date of the proposed sublease or assignment, which request must include (a) the name and address of the proposed assignee or subtenant, (b) the nature and character of the business of the proposed assignee or subtenant, (c) financial information (including financial statements) of the proposed assignee or subtenant, and (d) a copy of the proposed sublet or assignment agreement, which must be in substance and form acceptable to Landlord. Tenant shall also provide any additional information Landlord reasonably requests regarding such proposed assignment or subletting. Within thirty (30) days after Landlord receives Tenant's request (with all required information included), Landlord shall have the option, at its sole discretion: (i) to grant its consent to such proposed assignment or subletting, or (ii) to deny its consent to such proposed assignment or subletting, or (iii) to terminate this Lease effective as of the commencement date of such proposed assignment, or, if a sublease, to terminate this Lease solely as to the portion proposed to be subleased.

(C) Any subleases and/or assignments are also subject to all of the following terms and conditions:

(1) If Landlord approves an assignment or sublease as herein provided, Tenant shall pay to Landlord as Additional Rent the amount, if any, by which the rent, any additional rent and any other sums payable by the assignee or subtenant to Tenant under such assignment or sublease exceeds the total of the Rent plus any Additional Rent payable by Tenant hereunder which is allocable to the portion of the Premises which is the subject of such assignment or sublease. The foregoing payments shall be made on not less than a monthly basis by Tenant.

(2) No consent to any assignment or sublease shall constitute a further waiver of the provisions of this section, and all subsequent assignments or subleases may be made only with the prior written consent of Landlord. In no event shall any consent by Landlord be construed to permit reassignment or resubletting by a permitted assignee or sublessee.

(3) Tenant shall remain liable for all Lease obligations, and, without limitation, the Guaranty to Lease (if any) shall be unaffected by such sublease and assignment, and shall remain in full force and effect for all purposes. An assignee of Tenant, at the option of Landlord, shall become directly liable to Landlord for all obligations of Tenant hereunder, but no sublease or assignment by Tenant shall relieve Tenant of any liability hereunder.

(4) Any assignment or sublease without Landlord's prior written consent shall be void, and shall, at the option of the Landlord, constitute a default under this Lease.

(5) The term of any such assignment or sublease shall not extend beyond the Lease Term.

(6) Tenant shall pay to Landlord a Five Hundred and no/100 Dollars (\$500.00) processing fee, which shall accompany any proposed assignment or sublease delivered by Tenant to Landlord, and which processing fee shall be in addition to Landlord's reasonable attorneys fees and out-of-pocket expenses incurred in connection with Landlord's review of such sublease or assignment (if any), which shall also be reimbursed by Tenant.

(D) The following events shall constitute an "Assignment" which is subject to the terms of this section and for which Landlord's prior written consent is required: (i) if Tenant is a corporation and any part or all of Tenant's shares of stock, or the shares of stock or other ownership interests of any corporation or other entity owning shares of Tenant's stock, shall in any one or more instances be issued, or transferred by sale, assignment, conveyance, operation of law (including, but not limited to, transfer as a result of or in conjunction with any merger, reorganization or recapitalization) or other disposition, or otherwise changed, so as to result in less than eighty percent (80%) of such shares, or other ownership interests, or less than eighty percent (80%) of any class of such shares or other ownership interests,

being owned by the present (i.e., as of the date hereof) owners thereof; (ii) if Tenant is a partnership and any general partnership interest(s), or the stock or other ownership interests of any corporation or other entity owning any such general partnership interests(s), in the partnership shall in any one or more instances be issued, or transferred by sale, assignment, conveyance, operation of law (including, but not limited to, transfer as a result of or in conjunction with any merger, reorganization or recapitalization) or other disposition, or otherwise changed, so as to result in less than eighty percent (80%) of such general partnership interests(s), stock (or any class of such stock) or other ownership interests being owned by the present (i.e., as of the date hereof) owners thereof; and (iii) if Tenant is a limited liability company or any other type of entity, and any interest(s) of any member or other equity owner, or the ownership interests of any entity owning any membership interest(s) or other equity interest in the Tenant, shall in any one or more instances be issued, or transferred by sale, assignment, conveyance, operation of law (including, but not limited to, transfer as a result of or in conjunction with any merger, reorganization or recapitalization) or other disposition, or otherwise changed, so as to result in less than eighty percent (80%) of such membership interests or other such equity and/or ownership interests being owned by the present (i.e., as of the date hereof) owners thereof.

13. CARE OF PREMISES.

Tenant covenants and agrees that during the Lease Term it will keep the Property and the Premises and every part thereof in good order, condition and repair and that it will in all respects and at all times duly comply with all applicable laws, and all covenants, conditions and restrictions applicable to the Property.

14. ALTERATION BY TENANT.

- (A) Tenant is hereby given the right, at its sole cost and expense, at any time during the Lease Term, to make non-structural alterations or improvements to the interior of the Premises which Tenant deems necessary or desirable for its purposes; provided, however, that no alterations or improvements shall be made without the prior written approval of Landlord, which written approval shall not be unreasonably withheld. Landlord's approval of any plans, specifications or work drawings shall create no responsibility or liability on the part of the Landlord for their completeness, design sufficiency or compliance with any laws, rules and regulations of governmental agencies or authorities.
- (B) All work herein permitted shall be done and completed by the Tenant in a good and workmanlike manner and in compliance with all requirements of law and of governmental rules and regulations. Tenant agrees to indemnify the Landlord against all mechanics' or other liens arising out of any of such work, and also against any and all claims for damages or injury which may occur during the course of any such work. The Landlord agrees to join with the Tenant in applying for all permits necessary to be secured from governmental authorities and to promptly execute such consents as such authorities may require in connection with any of the foregoing work.

- (C) Upon written notice to Tenant within ninety (90) days after expiration of the Lease Term, Landlord may require that Tenant remove, at Tenant's cost not to exceed \$1.00 per square foot of the Premises, any or all alterations, improvements or additions to the Premises, and restore the Premises to their prior condition. Unless Landlord requires their removal, all alterations, additions and improvements which may be made on the Premises shall become the property of Landlord and remain upon and be surrendered with the Premises. Tenant shall also repair any damage to the Premises caused by the installation or removal of Tenant's trade fixtures, furnishings and equipment, or any alterations or other improvements made to the Premises by Tenant.

15. CONDEMNATION.

- (A) If the Premises shall be wholly taken by exercise of right of eminent domain, then this Lease shall terminate from the day the possession of the whole of the Premises shall be required under the exercise of such power of eminent domain. Any award for the taking of all or part of the Premises under the power of eminent domain or any payment made under threat of the exercise of such power shall be the property of the Landlord. Tenant reserves such separate rights as it may have against the condemning authority to claim damages for loss of its trade fixtures and the cost of removal and relocation expense, provided such Tenant rights do not, in any way, diminish the award to which Landlord would otherwise be entitled or reduce the amounts payable to Landlord pursuant to this subsection.
- (B) If such part of the Property in which the Premises is located shall be condemned so as to substantially and materially hamper the operation of Tenant's business in Landlord's reasonable discretion, then the Rent payable hereunder shall be reduced in the proportion that the remaining area of the Premises bears to the original area of the Premises.

16. SUBORDINATION.

This Lease is and shall at all times be and remain subject and subordinate to the lien of any present or future mortgage (and to any and all advances made thereunder) upon the Property or Premises, unless Landlord requires this Lease to be superior to any such mortgage. Tenant shall execute and return to Landlord any and all documentation required by Landlord to evidence the subordination (or superiority) of this Lease to any such mortgage. If Tenant does not provide Landlord with such documentation within five (5) days after Landlord's written request, Tenant hereby grants unto Landlord its power-of-attorney to execute such subordination documents as Tenant's duly authorized and empowered attorney-in-fact. In the event of subordination of this Lease, Landlord will use commercially reasonable efforts to attempt to obtain from the holder of any such mortgage, a written nondisturbance agreement to the effect that (A) in the event of a foreclosure or other action taken under the mortgage by the holder thereof, this Lease and the rights of Tenant hereunder shall not be disturbed but shall continue in full force and effect so long as Tenant shall not be in default hereunder, and (B) such holder will agree that in the event it shall be in possession of the Premises, that so long as Tenant shall

observe and perform all of the obligations of Tenant to be performed pursuant to this Lease, such Mortgagee will perform all obligations of Landlord required to be performed under this Lease. In the event any proceedings are brought for foreclosure, or in the event of the exercise of the power of sale under any mortgage made by the Landlord covering the Premises, Tenant shall attorn to the purchaser at any such foreclosure, or to the grantee of a deed in lieu of foreclosure, and recognize such purchaser or grantee as the Landlord under this Lease. Tenant hereby agrees that no mortgagee or its successor shall be (i) bound by any payment of Rent or Additional Rent for more than one (1) month in advance, (ii) bound by any amendment or modification of this Lease made without the consent of Landlord's mortgagee or its successor, (iii) liable for damages for any breach, act or omission of any prior landlord, (iv) bound to effect or pay for any construction for Tenant's occupancy, or (v) subject to any claim of offset or defenses that Tenant may have against any prior landlord. The word "mortgage" as used herein includes mortgages, deeds of trust and any sale-leaseback transactions, or other similar instruments, and modifications, extensions, renewals, and replacements thereof, and any and all advances thereunder.

17. ACCESS TO PREMISES.

Landlord and its authorized agents shall have free access to the Premises at any and all reasonable times to inspect the same, to make any repair or alteration to the Premises, to place and maintain a "For Rent" sign thereon at any time within nine (9) months prior to expiration of the Lease Term and/or termination of this Lease and to exhibit and show the Premises to prospective tenants during such time period, and for other purposes pertaining to the rights of the Landlord.

18. RULES AND REGULATIONS.

Tenant agrees to comply with all current and future rules and regulations promulgated by Landlord concerning the Property and the Premises. The existing rules and regulations, which may be amended or changed by Landlord in its sole discretion, are set forth in Exhibit D attached hereto and made a part hereof by reference.

19. COVENANTS OF RIGHT TO LEASE.

Landlord covenants that it has good and sufficient right to enter into this Lease and that Landlord alone has the right to lease the Premises for the Lease Term. Landlord further covenants that upon Tenant performing the terms and obligations of Tenant under this Lease, Tenant will have quiet enjoyment of the Premises throughout the Lease Term and any renewal or extension thereof, subject to the terms of this lease.

20. MECHANICS LIENS.

Neither Tenant nor anyone claiming by, through, or under Tenant or this Lease, shall have the right to file or place any mechanics lien or other lien of any kind or character whatsoever upon the Property or Premises or upon any improvement thereon, or upon the leasehold interest of Tenant therein. Notice is hereby given that no contractor, subcontractor, or anyone else who may furnish any material, service or labor for any Property improvements,

alteration, repairs or any part thereof, shall at any time be or become entitled to any lien thereon. For the further security of Landlord, Tenant covenants and agrees to give actual notice thereof in advance to any and all contractors and subcontractors who may furnish or agree to furnish any such material, service or labor. Tenant shall cause any such lien imposed to be released of record by payment or posting of the proper bond acceptable to Landlord within thirty (30) days after earlier of imposition of the lien or written request by Landlord. If Tenant fails to remove any lien within the thirty (30) day period, then Landlord may do so at Tenant's expense and Tenant's reimbursement to Landlord for such amount, including attorneys fees and costs, shall be deemed Additional Rent.

21. EXPIRATION OF LEASE AND SURRENDER OF POSSESSION.

- (A) Holding Over. Tenant will, at the expiration or termination of this Lease by lapse of time or otherwise, yield up immediate possession of the Premises to Landlord in the condition required under this Lease. If Tenant retains possession of the Premises or any part thereof after such expiration or termination, then Landlord may, at its option, serve written notice upon Tenant that such holding over constitutes any one of (i) renewal of this Lease for one year, and from year to year thereafter, or (ii) creation of a month-to-month tenancy, upon the terms and conditions set forth in this Lease, or (iii) creation of a tenancy at sufferance, in any case upon the terms and conditions set forth in this Lease; provided, however, that the monthly Rent (or daily Rent under (iii)) shall, in addition to all other sums which are to be paid by Tenant hereunder, whether or not as Additional Rent, be equal to double the sum of Rent plus Additional Rent owed monthly to Landlord under this Lease immediately prior to such expiration or termination (prorated in the case of (iii) on the basis of a 365 day year for each day Tenant remains in possession). If no such notice is served, then a tenancy at sufferance shall be deemed to be created at the Rent in the preceding sentence. Tenant shall also pay to Landlord as Additional Rent all damages sustained by Landlord resulting from retention of possession by Tenant, including the loss of any proposed subsequent tenant for any portion of the Premises. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as herein set forth; nor shall receipt of any Rent or any other act in apparent affirmance of the tenancy operate as a waiver of Landlord's right to terminate this Lease for a breach of any of the terms, covenants, or obligations herein on Tenant's part to be performed.
- (B) Subject to Section 14, upon the expiration of this Lease, by lapse of time or otherwise, any and all buildings, improvements or additions erected on the Property or Premises by Tenant shall, at the option of Landlord, be and become the property of the Landlord without any payment therefor and Tenant shall, at the option of Landlord, surrender said Premises, together with all buildings, improvements or additions thereon, whether erected by Tenant or Landlord, ordinary wear and tear excepted.
- (C) Tenant may install adequate equipment, fixtures and machinery for the operation of its business and upon the expiration or termination of this Lease by lapse of time or otherwise, provided all Rents and other amounts that may be due and owing to Landlord have been paid and the provisions of this Lease complied with,

Tenant shall remove such equipment, fixtures and machinery installed by it at Tenant's sole cost. Upon removal of such equipment, fixtures and machinery, Tenant shall repair any damage to the Property or Premises caused by such removal or installation at Tenant's sole cost.

22. DEFAULT-REMEDIES.

- *Must give *
Lender written
notice*
- (A) The occurrence of one or more of the following events shall constitute a material default and breach of this Lease by Tenant ("Event of Default"):
- (1) Failure by Tenant to make payment of any Rent, Additional Rent, or any other payment required to be made by Tenant hereunder, as and when due, and such a failure shall continue for a period of five (5) days
 - (2) The making by Tenant (or any guarantor) of any assignment or arrangement for the benefit of creditors;
 - (3) The filing by Tenant (or any guarantor) of a petition in bankruptcy or for any other relief under Title 11 of the United States Code ("Bankruptcy Code"), or the insolvency laws of any state, or any other applicable statute ("Insolvency Laws");
 - (4) The levying of an attachment, execution of other judicial seizure upon the Tenant's property in or interest under this Lease, which is not satisfied or released or the enforcement thereof superseded by an appropriate proceeding within thirty (30) days thereafter;
 - (5) The filing of an involuntary petition in bankruptcy or for reorganization or arrangement under the Bankruptcy Code or Insolvency Laws against Tenant (or any guarantor) and such involuntary petition is not withdrawn, dismissed, or discharged within sixty (60) days from the filing thereof,
 - (6) The appointment of a receiver or trustee to take possession of the property of Tenant (or any guarantor) or of Tenant's (or any guarantor's) business or assets and the order or decree appointing such receiver or trustee shall have remained in force undischarged for thirty (30) days after the entry of such order or decree;
 - (7) The vacating or abandonment of the Premises;
 - (8) The failure by Tenant to furnish to Landlord any statement required herein within ten (10) days after its due date;
 - (9) The failure by Tenant to maintain any insurance required herein;
 - (10) An assignment, subletting, pledge, mortgage, or other transfer of this Lease or the Premises by Tenant, or any transfer of any interest in the Tenant in violation of Section 12 of this Lease;

- (11) The failure by Tenant to perform or observe any other term, covenant, agreement or condition to be performed or kept by the Tenant under the terms, conditions, or provisions of this Lease; and
 - (12) An Event of Default under the Original Lease or an occurrence of any of the foregoing Events of Default with respect to any guarantor of this Lease, or if any guarantor fails to perform or observe any term, covenant or condition of its guaranty of this Lease.
- (B) If an Event of Default shall have occurred, Landlord shall have (in addition to all other rights and remedies provided by law or otherwise provided by this Lease) the right, at the option of the Landlord, then or at any time thereafter while such Event of Default shall continue, to elect any one or more of the following:
- (1) To continue this Lease in full force and effect (so long as Landlord does not terminate this Lease), and Landlord shall have the right to collect Rent, Additional Rent and other charges when due for the remainder of the Lease Term; and/or
 - (2) To cure such default or defaults at its own expense and without prejudice to any other remedies which it might otherwise have; and any payment made or expenses incurred by Landlord in curing such default with interest thereon at the Default Rate (as hereafter defined) to be and become Additional Rent to be paid by Tenant with the next installment of Rent falling due thereafter; and/or
 - (3) To re-enter the Premises, without notice, and dispossess Tenant and anyone claiming through or under Tenant by summary proceedings or otherwise, and remove their effects, and take complete possession of the Premises and either (a) declare this Lease terminated and the Lease Term ended, or (b) elect to continue this Lease in full force and effect, but with the right at any time thereafter to declare this Lease terminated and the Lease Term ended. In such re-entry, Landlord may, with or without process of law, remove all persons from the Premises, and Tenant hereby covenants in such event, for itself and all others occupying the Premises under Tenant, to peacefully yield up and surrender the Premises to Landlord. If Landlord elects to terminate this Lease and/or elects to terminate Tenant's right of possession, every obligation of Landlord contained in this Lease shall cease without prejudice to Tenant's liability for all Rent, Additional Rent, and other sums owed by Tenant herein.

Should Landlord declare this Lease terminated and the Lease Term ended (pursuant to Section 22(B)(3)(a) above), the Landlord shall be entitled to recover from Tenant the Rent, Additional Rent, and all other sums due and owing by Tenant to the date of termination, plus the costs of curing all Tenant's defaults existing at or prior to the date of termination, plus the costs of recovering possession of the Premises, plus the costs of reletting the Premises including, but not limited to repairs to the Premises, costs to pre-

pare and refinish the Premises for reletting, leasing commissions, rental concessions, and legal fees and costs, plus other actual or consequential damages suffered or incurred by Landlord due to all Events of Default (including without limitation, late fees or other charges incurred by Landlord under any mortgage), plus the deficiency, if any, between Tenant's Rent and Additional Rent for the balance of the Lease Term and the rent obtained by Landlord under another lease for the Premises for the balance of the Lease Term remaining under this Lease on the date of termination.

Should Landlord elect to continue this Lease (pursuant to Section 22(B)(3)(b) above), Landlord shall be entitled to recover from Tenant the Rent, Additional Rent and all other sums due and owing by Tenant up to the date of dispossession, plus the costs of curing all Events of Default existing at or prior to the date of dispossession, plus the Rent, Additional Rent and all other sums owed by Tenant on a continuing basis as said amounts accrue to the end of the Lease Term, less the rental which Landlord receives during such period, if any, from others to whom the Premises may be relet, plus the cost of recovering possession of the Premises, plus the costs of reletting including, but not limited to repairs to the Premises, costs to prepare and refinish the Premises for reletting, leasing commissions, rental concessions, and legal fees and costs. Any suit brought by Landlord to enforce collection of such deficiency for any one month shall not prejudice Landlord's right to enforce the collection of any deficiency for any subsequent month in subsequent separate actions, or Landlord may defer initiating any such suit until after the expiration of the Lease Term (in which event such deferral shall not be construed as a waiver of Landlord's rights as set forth herein and Landlord's cause of action shall be deemed not to have accrued until the expiration of the Lease Term), and it being further understood that if Landlord elects to bring suits from time to time prior to reletting the Premises, Landlord shall be entitled to its full damages through the date of the award of damages without regard to any rent, additional rent or other sums that are or may be projected to be received by Landlord upon a subsequent reletting of the Premises. In the event that Landlord relets the Premises together with other premises or for a term extending beyond the scheduled expiration of the Lease Term, it is understood that Tenant will not be entitled to apply against Landlord's damages any rent, additional rent or other sums generated or projected to be generated by either such other premises or the period extending beyond the scheduled expiration of the Lease Term. Landlord shall use commercially reasonable efforts to relet and rent the Premises with or without advertising for the remainder of the Lease Term, or for such longer or shorter period as Landlord shall deem advisable.

In lieu of the amounts recoverable by Landlord pursuant to the two immediately preceding paragraphs, but in addition to other remedies and amounts otherwise recoverable by Landlord in this Lease, Landlord may, at its sole election, (i) terminate this Lease, (ii) collect all Rent, Additional Rent, and other sums due and owing by Tenant up to the date of termination, and (iii) accelerate and collect Rent, Additional Rent and all other sums required to be paid by Tenant through the remainder of the Lease Term ("Accelerated Rent"), which Accelerated Rent shall be discounted to present value using an interest rate equal to five percent (5.0%) per annum ("Present Value Accelerated Rent"). Landlord shall use commercially reasonable efforts to relet and rent the Premises with or without advertising for the remainder of the Lease Term, or for such longer or shorter period as Landlord shall deem advisable. In the event Landlord is successful in reletting the Premises for any part of the remainder of the Lease Term, and provided Tenant has paid to

Landlord all sums required to be paid by Tenant pursuant to this paragraph, Landlord shall forward to Tenant the rent associated with such reletting ("Reletting Rent") as and when the Reletting Rent is collected by Landlord. Notwithstanding the previous sentence, Landlord shall forward to Tenant any Reletting Rent only (i) after Landlord has first been reimbursed from the Reletting Rent for any and all costs associated with such reletting including, but not limited to repairs to the Premises, costs to prepare and refinish the Premises for reletting, leasing commissions, rental concessions, and legal fees; and (ii) until the earlier of (a) the last day of the Lease Term, or (b) the point in time Tenant has been reimbursed, in the aggregate, an amount equivalent to the Present Value Accelerated Rent actually paid to Landlord pursuant to this paragraph. In no event shall Landlord be liable for, nor shall Tenant's obligations hereunder be diminished by reason of, any failure by Landlord to relet all or any portion of the Premises or to collect any rent due upon such reletting.

(C) Tenant, on its own behalf and on behalf of all persons claiming through or under Tenant, including all creditors, does hereby specifically waive and surrender any and all rights and privileges, so far as is permitted by law, which Tenant and all such persons might otherwise have under any present or future law (1) to the service of any notice to quit or of Landlord's intention to re-enter or to institute legal proceedings, which notice may otherwise be required to be given, (2) to redeem the Premises, (3) to re-enter or repossess the Premises, (4) to restore the operation of this Lease, with respect to any dispossession of Tenant by judgment or warrant of any court or judge, or any re-entry by Landlord, or any expiration or termination of this Lease, whether such dispossession, re-entry, expiration or termination shall be by operation of law or pursuant to the provisions of this Lease, or (5) which exempts property from liability for debt or for distress for rent. Tenant hereby consents to the exercise of personal jurisdiction over it by any federal or local court in the jurisdiction in which the Premises is located.

(D) Notwithstanding any other provision of this Section 22, Tenant shall have a period of fifteen (15) days after notice thereof to cure, to the reasonable satisfaction of Landlord, any Event of Default not involving a payment of Rent or Additional Rent or any other payment due hereunder.

23. RE-ENTRY BY LANDLORD.

No re-entry by Landlord or any action brought by Landlord to remove Tenant from the Premises shall operate to terminate this Lease unless Landlord shall have given written notice of termination to Tenant, in which event Tenant's liability shall be as above provided. No right or remedy granted to Landlord herein is intended to be exclusive of any other right or remedy, and each and every right and remedy herein provided shall be cumulative and in addition to any other right or remedy hereunder or now or hereafter existing in law or equity or by statute. In the event of termination of this Lease, Tenant waives any and all rights to redeem the Premises either given by any statute now or herein enacted.

24. ADDITIONAL RIGHTS TO LANDLORD.

- (A) In addition to any and all other remedies, Landlord may restrain any threatened breach of any covenant, condition or agreement herein contained, but the mention herein of any particular remedy or right shall not preclude the Landlord from any other remedy or right it may have either at law or equity, or by virtue of some other provision of this Lease; nor shall the consent to one act, which would otherwise be a violation or waiver of or redress for one violation either of covenant, promise agreement undertaking or condition, prevent a subsequent act which would originally have constituted a violation from having all the force and effect of any original violation.
- (B) Receipt by Landlord of Rent or other payments from the Tenant shall not be deemed to operate as a waiver of any rights of the Landlord to enforce payment of any Rent, Additional Rent, or other payments previously due or which may thereafter become due, or of any rights of the Landlord to terminate this Lease or to exercise any remedy or right which otherwise might be available to the Landlord, the right of Landlord to declare a forfeiture for each and every breach of this Lease is a continuing one for the life of this Lease.

25. SUCCESSORS, ASSIGNS AND LIABILITY.

The terms, covenants, conditions and agreements herein contained and as the same may from time to time hereafter be supplemented, modified or amended, shall apply to, bind, and inure to the benefit of the parties hereto and their legal representatives, successors and assigns, respectively, subject to Section 12 hereof. In the event either party now or hereafter shall consist of more than one person, firm or corporation, then and in such event all such person, firms and/or corporations shall be jointly and severally liable as parties hereunder.

26. NOTICES.

All notices and demands required to be given to either party hereunder shall be in writing and shall be deemed to have been given when sent by certified United States mail, postage prepaid, return receipt requested, or by personal delivery, or by a nationally recognized overnight delivery service, delivery prepaid, addressed to the party to whom directed at the address set forth below or at such other address as may be from time to time designated in writing by the party changing such address.

Landlord

6400 Goldsboro LLC
C/O Triumph Development, LLC
Suite 800, 8120 Woodmont Avenue
Bethesda, Maryland 20814

Tenant

Massachusetts Avenue Surgery
Center, LLC
6400 Goldsboro Road
Bethesda, Maryland 20817

With a copy to:

Triumph Development, LLC,
Suite 800, 8120 Woodmont Ave.
Bethesda, Maryland 20814
Attn: 6400 Goldsboro Road

27. MORTGAGEE'S APPROVAL.

If Landlord's mortgagee shall require modifications of the terms and provisions of this Lease, Tenant agrees to execute and deliver to Landlord the agreements required to effect such Lease modification within thirty (30) days after Landlord's request therefor. In no event, however, shall Tenant be required to agree to materially modify any provision of this Lease relating to the amount of Rent, Additional Rent or other charges reserved herein, the size and/or general location of the Premises, or the Lease Term.

28. ESTOPPEL CERTIFICATES.

At any time following ten (10) days written notice from Landlord, Tenant agrees to execute, acknowledge and deliver to Landlord or any proposed mortgagee or purchaser a statement in writing, in form satisfactory to Landlord, certifying whether this Lease is in full force and effect and, if it is in full force and effect, what modifications have been made to this Lease to the date of the certification and whether or not any defaults or offsets exist with respect to this Lease and, if there are, what they are claimed to be and setting forth dates to which Rent or other charges have been paid in advance, if any, and stating whether or not Landlord is in default and, if so, specifying what the default may be. The failure of Tenant to execute, acknowledge, and deliver to Landlord a statement as above shall constitute an acknowledgment by Tenant that this Lease is unmodified and in full force and effect and that the Rent and other charges have been duly and fully paid to and including the respective due dates immediately preceding the date of Landlord's notice to Tenant and shall constitute as to any person, a waiver of any defaults which may exist prior to such notice.

29. DEFAULT RATE OF INTEREST.

All amounts owed by Tenant to Landlord pursuant to any provision of this Lease shall bear interest from the date due until paid at eighteen percent (18%) per annum, unless a lesser rate shall then be the maximum rate permissible by law, in which event said lesser rate shall be charged ("Default Rate").

30. EXCULPATORY PROVISIONS.

It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the representations, warranties, covenants, undertakings, indemnities and agreements herein made on the part of Landlord while in form purporting to be the representations, warranties, covenants, undertakings, indemnities and agreements of Landlord are nevertheless each and every one of them made and intended, not as personal representations, warranties, covenants, undertakings, indemnities and agreements by Landlord or for the purpose or with the

intention of binding Landlord personally, but are made and intended for the purpose only of subjecting Landlord's interest in the Premises to the terms of this Lease and for no other purpose whatsoever, and in case of default hereunder by Landlord, Tenant shall look solely to the interests of Landlord in the Premises. Landlord shall not have any personal liability to pay any indebtedness accruing hereunder or to perform any covenant, either express or implied, herein contained. All such personal liability of Landlord, if any, is expressly waived and released by Tenant and by all persons claiming by, through or under Tenant.

31. MORTGAGE PROTECTION.

Tenant agrees to give any holder of any first mortgage or first trust deed in the nature of a mortgage (both hereinafter referred to as a "First Mortgage") against the Property, or any interest therein, by registered or certified mail, a copy of any notice or claim of default served upon Landlord by Tenant, provided that prior to such notice, Tenant has been notified in writing of the address of such First Mortgage holder. Tenant further agrees that if Landlord shall have failed to cure any such default within twenty (20) days after such notice to Landlord (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if Landlord has commenced within such twenty (20) days and is diligently pursuing the remedies or steps necessary to cure or correct such default), then the holder of the First Mortgage shall have an additional thirty (30) days within which to cure or correct such default (or if such default cannot be cured or corrected within that time, then such additional time as may be necessary if such holder of the First Mortgage has commenced with such thirty (30) days and is diligently pursuing the remedies or steps necessary to cure or correct such default, including the time necessary to obtain possession if possession is necessary to cure or correct such default.

32. RECIPROCAL COVENANT ON NOTIFICATION OF ADA VIOLATIONS.

Within ten (10) days after receipt, Landlord and Tenant shall advise the other party in writing, and provide the other with copies of (as applicable), any notices alleging violation of the Americans with Disabilities Act of 1990 ("ADA") relating to any portion of the Property or the Premises; any claims made or threatened in writing regarding noncompliance with the ADA and relating to any portion of the Property or the Premises; or any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA and relating to any portion of the Property or the Premises.

33. LAWS THAT GOVERN.

The terms and conditions of this Lease shall be governed by the laws of the jurisdiction in which the Property is located.

34. FINANCIAL STATEMENTS.

Within ten (10) business days of Landlord's request, Tenant shall deliver to Landlord the current financial statements of Tenant, and, if available, financial statements for the two

(2) years prior to the current year and Tenant's current federal income tax return, exclusive of Schedule K-1 thereto. The financial statements shall include a balance sheet, profit and loss statement, and statement of cash flows for each year, certified true and correct by Tenant's President or authorized person. An amount equal to five percent (5%) of the monthly Rent shall be charged as Additional Rent for each month in which Tenant fails to deliver to Landlord the financial statements required herein.

35. PARKING.

Tenant shall have the right to park in the Property parking facilities, at the rate of 2.4 parking spaces per 1,000 square feet of rentable square feet within the Premises, in common with other tenants of the Property upon such terms and conditions as established by Landlord but at no cost to Tenant other than Rent and Additional Rent due under this Lease. Tenant agrees to cooperate with Landlord and other tenants in use of the parking facilities. Landlord reserves the right in its absolute and sole discretion to determine whether the parking facilities are properly used or are becoming overburdened and to allocate and assign parking spaces among Tenant and other tenants, and to reconfigure the parking area and modify the existing ingress and egress from the parking area as Landlord shall deem appropriate.

36. SIGNAGE.

Tenant shall not place any sign on the Property or the Premises without Landlord's prior written consent. Tenant shall be listed in directories in the Property in a manner consistent with listings for other tenants. The Premises will be Tenant's sign in a size and design consistent with other signs for tenant suites in the Property.

37. RECORDATION.

Except to the extent required by law, Tenant shall not record this Lease among or in any public records.

38. FORCE MAJEURE.

This Lease and the obligations of the Tenant hereunder shall not be affected or impaired because the Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so, to the extent such inability or delay is caused by reason of war, civil unrest, strike, labor troubles, unusually inclement weather, governmental delays, inability to procure services or materials despite reasonable efforts, third party delays, acts of God, or any other cause(s) beyond the reasonable control of the Landlord (which causes are referred to collectively herein as "Force Majeure"). Any time specified obligation of Landlord in this Lease shall be extended one day for each day of delay suffered by Landlord as a result of the occurrence of any Force Majeure.

39. LANDLORD'S LIEN.

As security for the performance of Tenant's obligations, Tenant grants to Landlord a lien upon and a security interest in Tenant's existing or hereafter acquired personal property,

inventory, furniture, furnishings, fixtures, equipment, licenses, permits, and all other tangible and intangible property, assets and accounts, and all additions, modifications, products and proceeds thereof, including, without limitation, such tangible property which has been used at the Premises, purchased for use at the Premises, located at any time in the Premises or used or to be used in connection with the business conducted or to be conducted in the Premises, whether or not the same may thereafter be removed from the Premises, including, without limitation, all stock and partnership interests now or hereafter owned by Tenant, legally or beneficially, in any entity which manages, owns or operates the business to be conducted in or upon the Premises. Such lien shall be in addition to all rights of distraint available under applicable law. Within five (5) days after request from time to time, Tenant shall execute, acknowledge and deliver to Landlord a financing statement and any other document evidencing or establishing such lien and security interest which may be requested by Landlord. During the Lease Term, Tenant shall not sell, transfer or remove from the Premises any of the aforementioned tangible property without Landlord's prior written consent, unless the same shall be promptly replaced with similar items of comparable value. In order to further assure Tenant's performance of its obligations under this Lease, Tenant covenants that during the Lease Term, it will not convey or otherwise transfer its assets or permit its assets to be encumbered to the extent that any such conveyance, transfer or encumbrance is not done in the ordinary course of Tenant's business or would materially and adversely affect the net worth of Tenant. Provided that Tenant has first obtained Landlord's prior written consent, said lien may be subordinated to the rights of any lessor of, or the mortgagee of, any equipment or personal property under any equipment lease or mortgage, or the rights of the seller under any conditional sales contract. Landlord also shall, to the extent permitted by law, have (in addition to all other rights) a right of distress for rent as security for all Rent, Additional Rent and any other sums payable under this Lease.

40. **BROKERS.**

Tenant represents and warrants to Landlord that neither it nor its officers or agents nor anyone acting on its behalf has dealt with any real estate broker other than Prestige Properties and Trammell Crow Services, Inc. in the negotiating or making of this Lease, and Tenant agrees to indemnify and hold Landlord, its agents, employees, partners, directors, shareholders and independent contractors harmless from all liabilities, costs, demands, judgments, settlements, claims and losses, including reasonable attorneys fees and costs, incurred by Landlord in conjunction with any such claim or claims of any other broker or brokers claiming to have interested Tenant in the Property or Premises or claiming to have caused Tenant to enter into this Lease.

41. **CONFIDENTIALITY.**

Tenant agrees that this Lease is confidential and Tenant shall not, without Landlord's prior written consent, disclose the contents of this Lease to any third party, except Tenant's brokers, lawyers, architects, engineers, and other consultants engaged in connection with this Lease transaction.

42. LEASE/DEED OF LEASE.

To the extent required under applicable law to make this Lease legally effective, this Lease shall constitute a deed of lease executed under seal.

43. RENEWAL OPTION.

Provided that (i) both at the time of the exercise of the option hereinafter set forth and at the time of commencement of the Renewal Term (as hereinafter defined) this Lease is in full force and effect and provided further that Tenant is not then in default hereunder beyond the expiration of any applicable notice and cure period provided for this Lease and (ii) Tenant is in occupancy of the entire Premises for the purpose of conducting its own business, Tenant is hereby granted the option to renew the Lease Term for two (2) additional periods of sixty (60) months (each, a "Renewal Term"), such Renewal Terms to commence at the expiration of the initial Lease Term. Tenant shall exercise its option to renew by delivering written notice of such election (the "Renewal Notice") to Landlord not less than twelve (12) months prior to the expiration of the initial Lease Term. In the event that Landlord does not receive the Renewal Notice prior to the expiration of such time period (time being of the essence with respect thereto), then such option to renew the Lease Term shall, upon the expiration of such time period, become null and void and be of no further force or effect and Tenant shall, at the request of Landlord, execute an instrument in form and substance acceptable to Landlord confirming such facts. The Renewal Term shall be upon the same terms and conditions of this Lease except that the Rent during the Renewal Term shall be at an annual rate equal to one hundred percent (100%) of the then current fair market rental rate for comparable space in buildings in the Bethesda/Chevy Chase sub-market comparable to the Premises in the Property, taking into account market concessions offered at such time for renewal space (the "FMR"). The FMR shall be determined by Landlord and Tenant by mutual agreement; however, if Landlord and Tenant cannot agree in writing on the FMR within ten (10) days after Tenant's notice of its election to renew, the FMR shall be determined by the Three Broker Method set forth below. Tenant shall have no option to renew this Lease beyond the expiration of the Renewal Term, and the Premises shall be delivered to Tenant in their existing condition (on an "as is" basis) at the time the Renewal Term commences.

Notwithstanding the foregoing, in the event the FMR is determined pursuant to the Three Broker Method, Tenant shall have the right to rescind Tenant's exercise of its option to renew by written notice of such rescission delivered to Landlord not later than ten (10) days after the determination of the FMR pursuant to the Three Broker Method; provided that, in such event, Tenant shall pay to Landlord upon demand all costs incurred by or on behalf of Landlord in connection with the Three Broker Method. In such event, Tenant's Renewal Option shall be null and void and of no force or effect.

The "Three Broker Method" shall operate as follows: The FMR shall be based upon one hundred percent (100%) of the current fair market rental rate for comparable space in comparable buildings in the Bethesda/Chevy Chase area, taking into account market concessions offered at such time for renewal space, which shall be determined by a board of

three (3) licensed real estate brokers, one of whom shall be named by Landlord, one by Tenant, and the two so appointed shall select a third broker. Each member of the board shall be licensed in Maryland as a real estate broker, specializing in the field of commercial office leasing in the Bethesda/Chevy Chase area of Maryland, having no less than ten (10) years' experience in such field, and recognized as ethical and reputable within the field. Landlord and Tenant agree to make their appointments with five (5) days after Landlord and Tenant are unable to agree upon the FMR. The two (2) brokers selected by Landlord and Tenant shall select the third broker within ten (10) days after they both have been appointed, and each broker, within fifteen (15) days after the third broker is elected, shall submit his or her determination of the FMR. The FMR shall be the determination of the broker that is not the highest or the lowest (or, if two brokers reach an identical determination, the determination of such two brokers). Landlord and Tenant shall each pay the fee of the brokers selected by it, and they shall equally share the payment of the fee of the third broker.

The FMR shall be the Rent with respect to the Premises during the first year of the Renewal Term and shall thereafter escalate on each subsequent anniversary of the commencement of the Renewal Term during the remainder of the Renewal Term at three percent (3%) per annum over the prior year's Rent.

44. OPTION TO TERMINATE.

Notwithstanding anything to the contrary contained in this Lease, and provided Tenant is not in default hereunder, Tenant shall have the option to terminate this Lease effective at the end of the sixtieth (60th) full calendar month of the Lease Term (the "Termination Date") by providing Landlord with written notice of such option election (the "Termination Notice"). Such Termination Notice shall be effective only if it is given to Landlord at least nine (9) months prior to the Termination Date (the "Termination Notice Deadline"); accordingly, if Tenant has not given its Termination Notice to Landlord prior to the Termination Notice Deadline, the Termination Option shall terminate and be of no further force or effect. In the event Tenant exercises its Termination Option pursuant to the provisions of this Lease, Tenant shall pay to Landlord a termination fee equal to the unamortized cost of the tenant improvements (\$210,600) and brokerage fees of approximately (\$121,000) paid by Landlord (utilizing an annual interest rate of 10% and assuming a 10-year level amortization period) in connection with this Lease and four (4) months of Rent at the rate in effect on the Termination Date as a termination fee, which payment shall be payable by Tenant to Landlord at such time as the Termination Notice is given by Tenant to Landlord. It is hereby acknowledged that any such amount required to be paid by Tenant in connection with such early termination is not a penalty but a reasonable estimate of the loss incurred by Landlord as a result of such early termination of this Lease (which loss is impossible to calculate more precisely) and, in that regard, constitutes liquidated damages with respect to such loss. Tenant shall continue to be liable for its obligations under this Lease to and through the Termination Date, including, without limitation, Additional Rent that accrues pursuant to the terms of the Lease, with all such obligations surviving the early termination of the Lease Term. The rights granted to Tenant under this paragraph are personal to Tenant, and in the event of any assignment of this Lease or sublease by Tenant (except to an assignee which is approved by Landlord in writing or as to which no approval is required under the Lease), this Termination Option shall thenceforth be void and of no further force or effect.

45. RIGHT OF FIRST OFFER.

Notwithstanding anything to the contrary in this Lease, and provided that Tenant is not in default hereunder, Tenant shall have a right of first offer to lease any space in the Property contiguous to the Premises that becomes available during the initial first eight years of the Lease Term. Tenant shall have a period of ten (10) days to respond or express its interest in such space after written notification from the Landlord of the availability of such contiguous space.

46. MISCELLANEOUS.

- (A) In the event that Tenant desires to store or maintain the type or character of goods or materials in the Premises which cause an increase in insurance premiums, Tenant shall first obtain the written consent of Landlord and Tenant shall reimburse Landlord for any increase in premiums caused thereby.
- (B) Unless the context clearly denotes the contrary, the words "Rent" and "Additional Rent" as used in this Lease not only includes cash rental for the Premises, but also all other payments and obligations to pay assumed by the Tenant, whether such obligations to pay run to the Landlord or to other parties.
- (C) In any litigation between the parties arising out of this Lease, or in connection with any consultations with counsel and other actions taken or notices delivered in relation to a default by any party to this Lease, the non-prevailing party shall pay to the prevailing party all reasonable expenses and costs including attorneys' fees incurred by the prevailing party in connection with the default and/or litigation, as the case may be (including fees and costs in preparation for and at trial, and on appeal, if applicable) ("Legal Costs"). The Legal Costs shall be payable on demand, and, if the prevailing party is Landlord, the Legal Costs shall be deemed Additional Rent, subject to all of Landlord's rights and remedies provided herein.
- (D) It is mutually agreed by and between Landlord and Tenant that the respective parties hereto shall, and they hereby do, waive trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use of or occupancy of the Premises or any claim of injury or damage and any emergency statutory or any other statutory remedy. If Landlord commences any summary proceeding for nonpayment of Rent or Additional Rent, Tenant will not interpose any counterclaim of whatever nature or description in any such proceeding.
- (E) If any term or provision of this Lease is declared invalid or unenforceable, the remainder of this Lease shall not be affected by such determination and shall continue to be valid and enforceable.
- (F) The parties executing this Lease warrant that this agreement is being executed with full corporate authority and that the officers whose signatures appear hereon

are duly authorized and empowered to make and execute this Lease in the name of the corporation by appropriate and legal resolution of its Board of Directors.

- (G) This Lease contains the entire agreement between the parties hereto. No representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect, and all reliance by Tenant with respect to any representations, inducements, promises or agreements is based solely on those contained in this Lease. Any modification to this Lease must be in writing and duly executed by the parties hereto.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)
(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease under seal on this 1st day of June, 2004.

LANDLORD:

6400 GOLDSBORO, LLC, a Delaware
limited liability company

By: Triumph Goldsboro Manager, LLC a
Maryland limited liability company,
Managing Member

By: James F. Angley (Seal)
JAMES F. Angley
Title: Authorized Person

By: _____ (Seal)

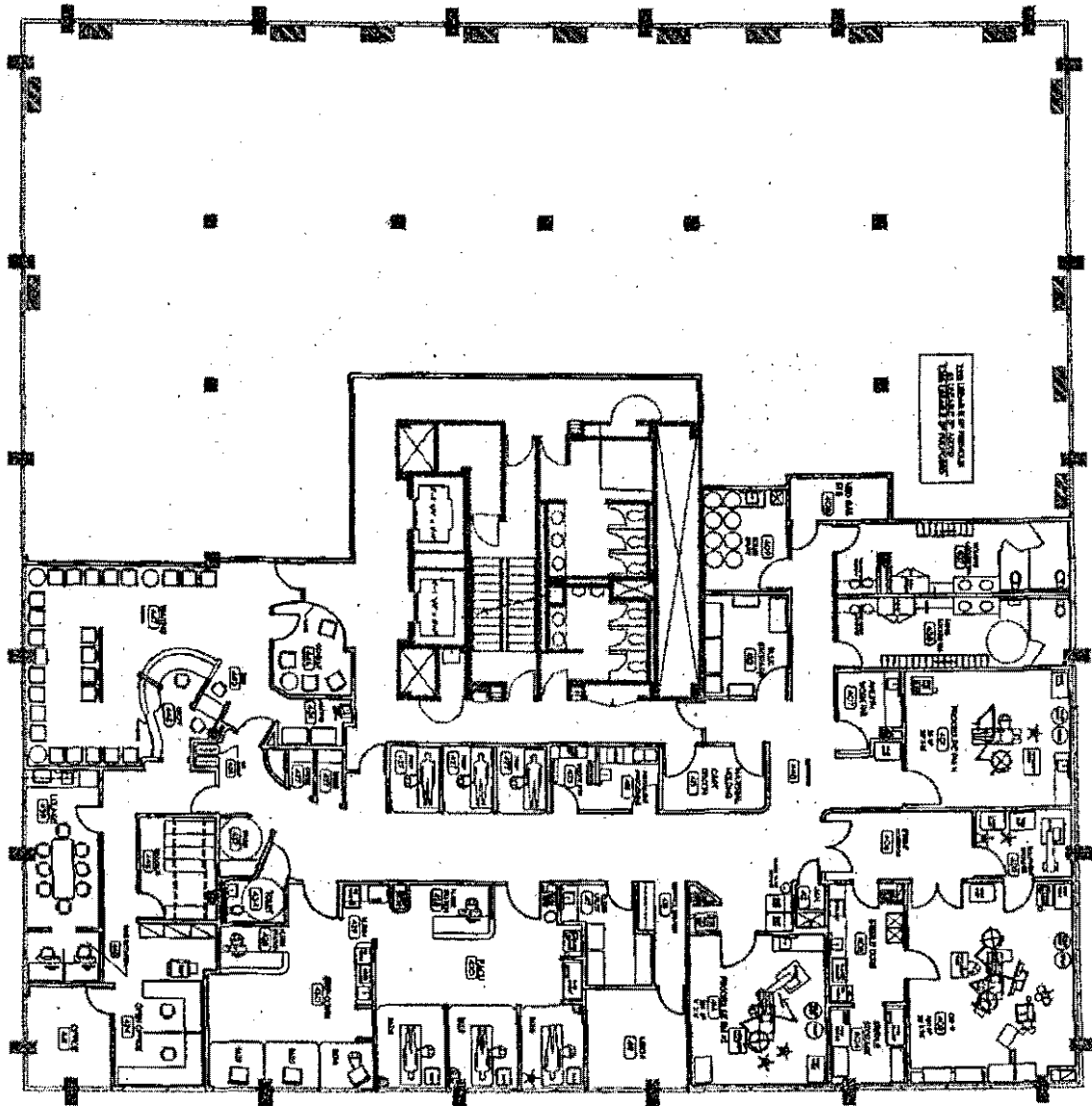
Title: _____

TENANT:

MASSACHUSETTS AVENUE SURGERY CENTER, LLC

By: [Signature] (Seal)
Title: President

Exhibit A - Premises



6400 GOLDSBORO DR., 4TH FLOOR - SURGERY CENTER - SCHEMATIC DESIGN

SCALE 1/8" = 1'-0"

MASS AVE SURGERY CENTER, LLC

APRIL 16, 2004

EXHIBIT B
TO LEASE BY AND BETWEEN

6400 GOLDSBORO, LLC

AND

MASSACHUSETTS AVENUE
SURGERY CENTER, LLC

DATED: June 1, 2004

1. **Landlord's Work.** Landlord shall deliver, and Tenant shall accept, the Premises in "as is" condition, except for the following (hereinafter, "Landlord's Work"): Landlord shall construct demising walls for the Premises and shall create a common corridor serving the Premises.

2. **Tenant's Work.** Tenant shall be solely responsible for the purchase, construction and installation of any and all leasehold improvements to the Premises which are not specifically designated as Landlord's Work by this Exhibit B (hereinafter, "Tenant's Work"), in accordance with this Exhibit B, and the Approved Plans (defined below.) Subject to section 7(b), below, Tenant's Work shall be performed at Tenant's sole expense. Tenant shall make diligent efforts to complete Tenant's Work promptly, and without unnecessary delay. Tenant's Work shall include, without limitation, the leasehold improvements to the Premises shown on the Approved Plans.

3. **Plans and Specifications.**

A. **Preparation of Plans and Specifications.** With respect to Tenant's Work, no later than July 1, 2004 Tenant shall submit plans, drawings and finishes for the Premises, for all initial improvements to the Premises proposed by Tenant, as required for the permitting (if required) and construction of the Premises ("Plans and Specs"), and as may be required for Tenant's particular requirements or design, and all of which preparation shall be at Tenant's sole expense. Tenant shall deliver the completed Plans and Specs to Landlord promptly after completion.

B. **Approval of Plans and Specs.** As soon as practicable after receipt of such Plans and Specs, but in no event more than five business (5) days after receipt thereof, Landlord shall return to Tenant such Plans and Specs with its objections, suggested modifications and/or approval, which approval shall not be unreasonably withheld or delayed. If, upon receipt of Landlord's modified Plans and Specs, Tenant wishes to take exception thereto, Tenant may do so within five business (5) days after the date upon which Tenant receives Landlord's modified Plans and Specs. If Tenant takes exception, then Tenant and Landlord shall negotiate expeditiously and in good faith to promptly resolve any disagreements and make modifications to the Plans and Specs which are acceptable to both parties. The parties shall attempt to reach agreement as soon as possible, and in all events within ten (10) business days after the date upon which Tenant receives Landlord's modified Plans and Specs. Any party that does not respond to any submission or objection communicated to such party within the period for response

prescribed in this Exhibit B shall be deemed to have approved any such submission or to have acquiesced to such objection.

C. Revisions to Plans and Specs. If Landlord's modifications are acceptable to Tenant, said Plans and Specs shall thereafter be revised by Tenant to address Landlord's objection(s) and reflect the Landlord's suggested modifications, and the same shall be resubmitted to Landlord for approval within five (5) days after their receipt by Tenant, which approval shall not be unreasonably withheld or delayed. If Tenant takes exception to Landlord's modifications, said Plans and Specs shall be revised by Tenant to reflect any changes agreed upon in the above referenced good faith negotiations within ten (10) business days after the expiration of the ten (10) business day negotiating period set forth in subparagraph 3.B, above. Tenant shall deliver the revised Plans and Specs to Landlord prior to the expiration of such ten (10) business day period, and Landlord shall grant its approval or disapproval thereto within five (5) business days after receipt thereof. In the event Landlord requests additional modification to the revised Plans and Specs, the parties shall make prompt, good faith efforts to reach agreement as quickly as possible, and shall adhere to the time frames stated herein for any subsequent revision(s) of the Plans and Specs (i.e., ten (10) business days/ five (5) business days).

D. Approved Plans. After Landlord and Tenant have reached agreement on the Plans and Specs for the initial leasehold improvements to be constructed in the Premises by Tenant (the approved Plans and Specs being hereinafter referred to as the "Approved Plans"), all of the improvements shown on such final Plans and Specs shall be included in Tenant's Work unless otherwise noted thereon.

E. Landlord's Review. Landlord's review and/or approval of any Plans and Specs shall not constitute the assumption of any responsibility by Landlord for their accuracy, sufficiency or compliance with sound architectural or engineering practices or compliance with any laws, rules, orders, regulations, codes, ordinances, requirements or other legal or quasi-governmental requirements, nor any warranty by Landlord regarding the fitness of the Plans and Specs for the intended uses of the Premises by Tenant, and Tenant shall be solely responsible therefor.

4. Construction of Tenant's Work. Tenant shall enter into a construction contract with a general contractor reasonably approved by Landlord to construct Tenant's Work in accordance with the Approved Plans and otherwise in accordance with the terms of this Lease. Tenant shall be responsible for all matters that must be accomplished to complete Tenant's Work, including filing plans and other required documentation with the proper governmental authorities and securing all necessary permits for the performance of any and all of Tenant's work required under the Approved Plans, and, upon completion of Tenant's Work, all approvals and permits necessary to Tenant to occupy the Premises including all final inspections for issuance of Tenant's final certificate of use and occupancy. Tenant shall apply for a building permit within ten (10) business days after final approval of the Approved Plans, and, upon issuance thereof, to work diligently to cause Tenant's Work to be completed, installed or performed, as the case may be, in accordance with the Approved Plans, subject only to non-structural, non-material variations and/or variations necessitated by the unavailability of specified materials and equipment.

5. Landlord's Termination Right.

INTENTIONALLY OMITTED.

6. Change Orders. Subject to the last sentence of Paragraph 4, Tenant shall be allowed to make change orders to the Approved Plans provided that (i) any such proposed change order shall be submitted to Landlord and Landlord shall have five (5) business days after receipt thereof to review and approve same, such approval shall not be unreasonably withheld or delayed (provided that, in the event Landlord does not approve all items set forth in said proposed change order, Landlord and Tenant will work together expeditiously and in a commercially reasonable manner to reach agreement on any such proposed change order), and (ii) Tenant shall be obligated to pay any and all costs associated with such change order(s) ("Excess Costs"), in accordance with the terms of Paragraph 7, below.

Landlord shall be allowed to make reasonable change orders to the Approved Plans provided that (i) any such proposed change order shall be submitted to Tenant and Tenant shall have five (5) business days after receipt thereof to review and approve same (provided that, in the event Tenant does not approve all items set forth in said proposed change order, Landlord and Tenant will work together expeditiously and in a commercially reasonable manner to reach agreement on any such proposed change order), (ii) Landlord shall be obligated to pay the net cost of such change orders (i.e., after factoring in any associated savings) (excluding, however, any change orders Landlord requests (a) in order to cause Tenant to comply with the terms of this Lease, or (b) because the conduct of Tenant's Work by Tenant and/or its contractor(s) is disruptive or objectionable to other Building tenants, or (c) due to governmental requirements, applicable codes, or any other circumstances beyond Landlord's control, which change orders shall be at Tenant's sole cost).

7. Payment of Costs.

(a) General. Subject to Paragraph 7(b), below, Tenant shall be responsible for and shall pay when due all costs associated with the preparation of plans and the performance of Tenant's Work incurred in accordance with this Exhibit B. Tenant shall further be responsible for all Excess Costs. Failure by Tenant to pay the costs associated with Tenant's Work on a timely basis so as to avoid the assertion of any statutory and/or common law lien against the Premises or the Building, shall constitute a default by Tenant for all purposes of the Lease. Tenant shall cause its contractor to commence construction of Tenant's Work promptly and to perform such work diligently and in a good and workmanlike manner, and its failure to do so shall constitute a default by Tenant under the Lease. Without limiting Landlord's rights and remedies due to such a default by Tenant, if (1) Tenant fails to pay any costs associated with Tenant's Work on or before five (5) days after receipt of notice from Landlord regarding Tenant's non-payment thereof, Landlord shall have the right (but not the obligation) to pay such costs to the extent unpaid, and bill Tenant for (or deduct from the Tenant Improvement Allowance, as defined below) any amount so paid by Landlord, and (2) if Tenant or its contractor(s) fails to commence or perform Tenant's Work in a diligent fashion and in a good and workmanlike manner, within ten (10) days after Landlord's written notice of such failure, Landlord shall be entitled (but not obligated) at Landlord's sole election to take over the performance of Tenant's Work, to charge Tenant for all work theretofore performed by or under Tenant's direction and to pay over the amount of such charge to Tenant's contractor(s) and/or materialmen, and to bill

Tenant for any and all costs and expenses incurred in Landlord's exercise of such self-help remedy including, without limitation, and additional administrative fee equal to five percent (5%) of the cost of such work undertaken by Landlord.

(b) Tenant Improvement Allowance. Landlord shall pay to Tenant an allowance (the "Tenant Improvement Allowance") equal to approximately Two Hundred ten thousand and six hundred and 00/100 Dollars (\$210,000.00) (which is calculated as Twenty-six and 00/100 Dollars (\$26.00) per rentable square foot of the Premises) as set forth below in this Paragraph 7(b), and Tenant agrees that the Tenant Improvement Allowance shall be applied solely to pay costs of design and construction of Tenant's Work in the Premises pursuant to the Approved Plans and permits and other fees related to Tenant's Work. Forty percent (40%) of the Tenant Improvement Allowance shall be payable by Landlord to Tenant within thirty (30) days after Tenant's Work has been fifty percent (50%) completed (the "first payment"); and the final sixty percent (60%) of the Tenant Improvement Allowance shall be payable by Landlord to Tenant within thirty (30) days after Tenant completes Tenant's Work and provides Landlord an invoice and Tenant has taken possession, and moved into the space (the "final payment"), *provided* that Tenant's payment request for any installment of the Tenant Improvement Allowance must be accompanied by all (in the case of the final payment) or some of the following items (in the case of the first payment), as indicated:

(i) a certificate of Tenant's architect that Tenant's Work is fifty percent (50%) completed, as to the first payment, and has been substantially completed, as to the final payment, in accordance with the Approved Plans;

(iii) a copy of the most comprehensive and up-to-date plans and specifications then available for Tenant's Work (final payment only); and

iva duly executed interim release of liens (first payment) and a final release of liens (final payment) executed by Tenant's general contractor and any and all subcontractors and/or materialmen supplying labor and/or materials in connection with Tenant's Work, in form and substance reasonably satisfactory to Landlord, acknowledging payment of one-half (first payment) and in full (final payment) for such labor and/or materials and fully and forever waiving any and all statutory and/or common law liens which might otherwise be asserted by them against the Premises (or any portion thereof), and the Building in connection with Tenant's Work to the applicable extent.

Landlord shall have no obligation to pay either the first payment or the final payment of the Tenant Improvement Allowance to Tenant's contractor unless and until thirty (30) days after Landlord has received a payment request with all required attachments properly supplied.

(c) Inspection. Tenant acknowledges and agrees to cooperate with Landlord to facilitate such inspection, including without limitation, (A) notifying Landlord and such construction manager prior to any and all government inspections of Tenant's Work so that Landlord's construction manager can be present therefor, (B) permitting Landlord's construction manager free and clear access to the Premises during the construction period, as necessary to perform such supervision, and (C) complying (or causing its contractor to comply) with the reasonable directions of such construction manager with Tenant's Work, as long as such directions are not inconsistent with the Approved Plans or changes permitted hereunder.

(d) Unspent Tenant Improvement Allowance. In the event the cost of Tenant's Work is less than the Tenant Improvement Allowance, then any portion of the Tenant Improvement Allowance which is not applied to the cost of Tenant's Work shall not be advanced by Landlord to Tenant, and Tenant shall forfeit any and all right to such unspent portion thereof. Tenant shall *not* have the right to credit such unspent portion of the Tenant Improvement Allowance against the next installment(s) of Rent thereafter becoming due from Tenant to Landlord, except as expressly provided for in Section 1 of the Lease.

8. General Provisions Regarding Construction. In performance of Tenant's Work in accordance with this Lease, Tenant agrees that all such work will be performed in a good and workmanlike manner (in accordance with Paragraph 7(a), above), and that Tenant shall cause its contractor to use reasonable and diligent efforts not to interfere with ongoing operations in the Premises and Building. Without limiting the foregoing, Tenant agrees to cause its contractor to use reasonable and diligent efforts to minimize excess noise, and to limit its construction activities to the portion of the Premises being constructed and those portions of the common area in which Tenant is permitted to perform Tenant's Work in accordance with the Approved Plans. Landlord, upon request, shall cooperate with Tenant and Tenant's contractor so as to facilitate Tenant's Work in accordance with the Approved Plans (e.g., providing the use of elevators, truck docks, and temporary utilities and permit Tenant's Work during normal business hours); provided such requests are reasonable.

Tenant's contractor shall keep all construction areas reasonably clean and free of trash and debris, and shall police the activities of its contractors and their respective employees with regard to keeping the Building and Project clean, and not disturbing the other tenants and occupants of the Building and Project in the course of such construction activities. Tenant agrees to follow (or to cause its contractors and subcontractors to follow) all reasonable directions given to Tenant or its contractor and subcontractors by Landlord's construction managers.

Tenant's contractor(s) shall be adequately insured, and shall carry liability and other insurance (including but not limited to Builder's Risk Insurance or other equivalent insurance) naming Landlord as an additional insured and loss payee (as to Builder's Risk) in amounts and in form and substance reasonably satisfactory to Landlord. Tenant's Work shall not commence, and Tenant's contractor(s) or subcontractor(s) shall not commence any work in the Premises unless and until Landlord has approved and consented to the insurance carried by same and Tenant has provided certificates of insurance therefor to Landlord. Tenant's construction contract shall indemnify Tenant and Landlord from damages, losses and expenses associated with the acts and omissions of Tenant's contractor, its agents, employees and subcontractors and shall otherwise be subject to Landlord's prior reasonable approval. All contractors and subcontractors performing any work for Tenant within the Premises shall be bonded (or bondable), and licensed to do business in Bethesda, Maryland

Tenant shall provide to Landlord copies of all applications for permits, copies of all governmental inspection reports and/or certificates, and any and all notices or violations communicated to Tenant or its contractors by applicable governmental authorities, promptly upon receipt and/or submission thereof, as the case may be. Tenant agrees to

comply (or to cause its contractors to comply) with all applicable federal, state and local laws, regulations and ordinances in the performance of Tenant's Work, and to promptly rectify any violations of such laws, and Tenant shall be responsible for any non-compliance by Tenant or its agents, employees and contractors. The performance of Tenant's Work shall be lien-free and shall be performed in a good and workmanlike manner.

9. **Remedies.** In the event Tenant (i) violates the terms of this Exhibit B, or (ii) constructs any improvements in the Premises which are not within the scope of the Approved Plans, or have not been approved by Landlord or are not otherwise permitted herein, then in addition to any other remedies available to Landlord, Landlord shall have the right to cause Tenant and Tenant's contractor to stop Tenant's Work and to remove any such improvements which have been constructed in violation of the Approved Plans for this Exhibit B at Tenant's expense, and to seek any and all appropriate legal and equitable relief in order to enforce the provisions of this Exhibit B.

10. **Substantial Completion/Lease Commencement.** The Premises shall be substantially complete when the Tenant's Work described herein is completed (subject only to incomplete, minor or insubstantial details of construction; necessary mechanical adjustments and needed finishing touches that do not unreasonably interfere with Tenant's intended use of the Premises) and Tenant has obtained a Certificate of Occupancy for the Premises.

EXHIBIT C

DECLARATION OF LEASE COMMENCEMENT

THIS DECLARATION is attached to and made a part of that certain Lease dated the 1st day of June of 2004, ("Lease") by and between 6400 Goldsboro, LLC ("Landlord") and Massachusetts Avenue Surgery Center, LLC ("Tenant").

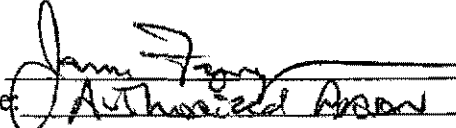
Landlord and Tenant are parties to the Lease. All capitalized terms used herein shall have the same meaning as was ascribed to such terms in the Lease, unless otherwise indicated.

Landlord and Tenant do hereby declare that (a) the Commencement Date is hereby established to be Nov 15, 2004 and (b) the Lease Term shall expire on November 30, 2014 unless the Lease is earlier terminated as may be provided therein. The Lease is in full force and effect as of the date hereof, and Landlord has fulfilled all of its obligations under the Lease required to be fulfilled by Landlord on or prior to such date.

IN WITNESS WHEREOF Landlord and Tenant have executed this Declaration under seal on this _____ day of _____, 2004.

LANDLORD:

6400 GOLDSBORO, LLC

By:  (Seal)
Title: Authorized Agent

By: _____ (Seal)
Title: _____

MASSACHUSETTS AVENUE SURGERY
CENTER, LLC

By: _____ (Seal)
Title: _____

EXHIBIT D

RULES AND REGULATIONS

1. The sidewalks, lobbies, halls and passages shall not be obstructed by any of the tenants nor used by them for any other purpose than for ingress and egress to and from their respective offices, nor shall they be used as a waiting or lounging place for tenants' employees or those having business with tenants. The halls, passages and roofs are not for the use of the general public, and Landlord retains in all cases the right to control and prevent access to any part of the Property of all persons whose presence, in the judgment of Landlord or Landlord's employees or property manager, may be prejudicial to the safety, character, reputation or interests of the Property and its tenants. In case of invasion, mob, riot, public excitement or other commotion, Landlord reserves the right to prevent access to the Property during the continuance of same by closing the door or otherwise, for the safety of tenants and the protection of property in the Property. During other than business hours, access to the Property may also be refused, unless the person seeking admission is identified, and the production of a key to the Premises may in addition be required. Landlord shall in no case be liable in damages for the admission or exclusion of any person from the Property. No Tenant or its employees or invitees shall go upon the roof of the Property without the express consent of Landlord.

2. The floors, walls, partitions, skylights, windows, doors, and transoms that reflect or admit light into passageways or into any place in the Property shall not be covered or obstructed by any of the tenants except as provided for herein; provided, however, that tenants may install curtains, blinds, shades, or draperies on the windows subject to Landlord's prior written approval. The toilet rooms, sinks and other water apparatus shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, ashes, chemicals or refuse shall be thrown or placed therein. The cost of any damage resulting from such misuse or abuse shall be borne and immediately paid by tenant by whom or by whose employees it shall have been caused.

3. Nothing shall be placed by tenants or their employees on the outside of the Property with the exception of one sign which shall conform with existing tenant signs and be subject to Landlord approval.

4. No tenant sign and/or building standard sign, advertisement or notice shall be inscribed, painted or affixed on any part of the outside or inside of the Property, unless of such character, color, size and material and in such places as shall be first designated by Landlord in writing. A sign painter authorized by Landlord will do such work at Tenant's expense. Notwithstanding the foregoing, Tenant at its own cost and expense, shall have the right to install a sign on the exterior similar to the existing signs on the Property and subject to Landlord's approval.

5. Tenants will see that the windows are closed and the doors to the Premises are securely locked each day before leaving the Property.

6. Tenants, their employees or others shall not make or commit any improper noises or disturbances of any kind in the Property, nor smoke in the elevators, mark or defile the elevators, bathrooms or the walls, windows, doors, or any other part of the Property, nor interfere

in any way with other tenants or those having business in the Property. Tenants shall be liable for all damage to the Property done by their employees or agents.

7. No tenant shall sweep or throw or permit to be swept or thrown from the Premises any dirt or other substance into any of the corridors or halls, elevators or stairways of the Property, or into any of the light-shafts or ventilators thereof.

8. No animals shall be kept in or about the Premises except those used for laboratory purposes.

9. If the tenants desire to introduce signaling, telegraphic, telephonic or other wires and instruments, Landlord will direct the electricians as to where and how the same are to be placed; and without such direction, no placing, boring or cutting for wires will be permitted. Landlord retains in all cases the right to require the placing and using of such electrical protecting devices to prevent the transmission of excessive currents of electricity into or through the Property, to require the changing of wires and of their placing and arrangement underground or otherwise as Landlord may direct, and further to require compliance by tenants or by those furnishing service by or using such wires or by others with the directions, requirements or rules, Landlord shall have the right to immediately cut, displace and prevent the use of such wires. Notice requiring such changing of wires and their replacing and rearrangement given by Landlord to any company or individual furnishing service by means of such wires to any tenant shall be regarded as notice to such tenants and shall take effect immediately. All wires used by tenants must be clearly tagged at the distributing boards and junction boxes and elsewhere in the Property with the number of the office to which said wires lead and the purpose for which said wires respectively are used, together with the name of the company operating same.

10. No varnish, stain, paint, linoleum, oil-cloth, rubber or other air-tight covering shall be laid or put upon the floors, nor shall articles be fastened to or holes drilled or nails or screws driven into walls, doors, or partitions; or shall the walls, doors, or partitions be painted, papered, or otherwise covered or in any way marked or broken; nor shall machinery of any kind be operated on the Premises; nor shall any tenant use any other method of heating than that provided by Landlord, without the written consent of the Landlord.

11. The delivery of materials and other supplies to tenants in the Property will be permitted only under the direction, control, and supervision of the Landlord. Delivery of cash is specifically exempted from the Landlord's control.

12. The use of the Premises as sleeping apartments is prohibited.

13. There shall be no smoking on the Property except in areas designated by Landlord.

14. The above rules and regulations or any further rules and regulations are for the exclusive benefit of and enforceable only by Landlord herein, and they shall not inure to the benefit of Tenant herein as against other tenants or in favor of other tenants as against Tenant herein; nor does Landlord warrant to enforce them against other tenants; provided, however, that Landlord, in any enforcement of the said rules and regulations, shall enforce them uniformly as to all tenants in the Property.

EXHIBIT 4

Massachusetts Avenue Surgery Center, LLC
Fee Schedule
Jun-16

64415	INJECTION, ANESTHETIC AGENT; BRACHIAL PLEXUS, SINGLE	\$1,074.00
54800	BIOPSY OF EPIDIDYMIS, NEEDLE	\$1,404.00
55000	PUNCTURE ASPIRATION OF HYDROCELE, TUNICA VAGINALIS, WITH OR WITHOUT INJECTION OF MEDICATION	\$1,545.00
23101	ARTHROTOMY, ACROMIOCLAVICULAR JOINT OR STERNOCLAVICULAR JOINT, INCLUDING BIOPSY AND/OR EXCISION OF TORN CARTILAGE	\$1,621.00
57460	with loop electrode biopsy(s) of the cervix	\$1,780.00
23120	CLAVICULECTOMY; PARTIAL	\$10,235.00
23410	REPAIR OF RUPTURED MUSCULOTENDINOUS CUFF (EG, ROTATOR CUFF) OPEN; ACUTE	\$10,235.00
25628	OPEN TREATMENT OF CARPAL SCAPHOID (NAVICULAR) FRACTURE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$10,235.00
25645	OPEN TREATMENT OF CARPAL BONE FRACTURE (OTHER THAN CARPAL SCAPHOID (NAVICULAR)), EACH BONE	\$10,235.00
25820	ARTHRODESIS, WRIST; LIMITED, WITHOUT BONE GRAFT (EG, INTERCARPAL OR RADIOCARPAL)	\$10,235.00
27360	PARTIAL EXCISION (CRATERIZATION, SAUCERIZATION, OR DIAPHYSECTOMY) BONE, FEMUR, PROXIMAL TIBIA AND/OR FIBULA (EG, OSTEOMYELITIS OR BONE ABSCESS)	\$10,235.00
27524	OPEN TREATMENT OF PATELLAR FRACTURE, WITH INTERNAL FIXATION AND/OR PARTIAL OR COMPLETE PATELLECTOMY AND SOFT TISSUE REPAIR	\$10,235.00
28299	CORRECTION, HALLUX VALGUS (BUNION), WITH OR WITHOUT SESAMOIDECTOMY; BY DOUBLE OSTEOTOMY	\$10,235.00
29824	ARTHROSCOPY, SHOULDER, SURGICAL; DISTAL CLAVICULECTOMY INCLUDING DISTAL ARTICULAR SURFACE (MUMFORD PROCEDURE)	\$10,235.00
58662	LAPAROSCOPY, SURGICAL; WITH FULGURATION OR EXCISION OF LESIONS OF THE OVARY, PELVIC VISCERA, OR PERITONEAL SURFACE BY ANY METHOD	\$10,235.00
23485	OSTEOTOMY, CLAVICLE, WITH OR WITHOUT INTERNAL FIXATION; WITH BONE GRAFT FOR NONUNION OR MALUNION (INCLUDES OBTAINING GRAFT AND/OR NECESSARY FIXATION)	\$10,383.00
26230	PARTIAL EXCISION (CRATERIZATION, SAUCERIZATION, OR DIAPHYSECTOMY) BONE (EG, OSTEOMYELITIS); METACARPAL	\$10,383.00
26235	PARTIAL EXCISION (CRATERIZATION, SAUCERIZATION, OR DIAPHYSECTOMY) BONE (EG, OSTEOMYELITIS); PROXIMAL OR MIDDLE PHALANX OF FINGER	\$10,383.00
26727	PERCUTANEOUS SKELETAL FIXATION OF UNSTABLE PHALANGEAL SHAFT FRACTURE, PROXIMAL OR MIDDLE PHALANX, FINGER OR THUMB, WITH MANIPULATION, EACH	\$10,383.00
27372	REMOVAL OF FOREIGN BODY, DEEP, THIGH REGION OR KNEE AREA	\$10,383.00
27425	LATERAL RETINACULAR RELEASE, OPEN	\$10,383.00
60240	THYROIDECTOMY, TOTAL OR COMPLETE	\$10,383.00
21340	PERCUTANEOUS TREATMENT OF NASOETHMOID COMPLEX FRACTURE, WITH SPLINT, WIRE OR HEADCAP FIXATION, INCLUDING REPAIR OF CANTHAL LIGAMENTS AND/OR THE NASOLACRIMAL APPARATUS	\$10,412.00
57265	COMBINED ANTEROPOSTERIOR COLPORRHAPHY; WITH ENTEROCLE REPAIR	\$10,424.00
64581	Sacral nerve (transforaminal placement)	\$10,680.00
38570	LAPAROSCOPY, SURGICAL; WITH RETROPERITONEAL LYMPH NODE SAMPLING (BIOPSY), SINGLE OR MULTIPLE	\$10,887.00
0019T	EXTRACORPOREAL SHOCK WAVE THERAPY; INVOLVING MUSCULOSKELETAL SYSTEM	\$11,124.00
0020T	EXTRACORPOREAL SHOCK WAVE THERAPY, INVOLVING PLANTAR FASCIA	\$11,124.00
0102T	EXTRACORPOREAL SHOCKWAVE, HIGH ENERGY, PERF BY PHYS, REQ ANES OTHER THEN LOCAL, INVOLVING LATERAL HUMERAL EPICONDYLE	\$11,124.00
25430	INSERTION OF VASCULAR PEDICLE INTO CARPAL BONE (EG, HORI PROCEDURE)	\$11,124.00
27415	Osteochondral allograft, knee open	\$11,124.00
29866	arthroscopy, knee, surgical; osteochondral autograft(s)(eg, mosaicplasty) (includes harvesting of the autograft(s))	\$11,124.00
29870	ARTHROSCOPY, KNEE, DIAGNOSTIC, WITH OR WITHOUT SYNOVIAL BIOPSY (SEPARATE PROCEDURE)	\$11,124.00
29873	Arthroscopy knee, surgical, with lateral release	\$11,124.00
29874	ARTHROSCOPY, KNEE, SURGICAL; FOR REMOVAL OF LOOSE BODY OR FOREIGN BODY (EG, OSTEOCHONDRITIS	\$11,124.00

	DISSECTIONS FRAGMENTATION, CHONDRAL FRAGMENTATION)	
29875	ARTHROSCOPY, KNEE, SURGICAL; SYNOVECTOMY, LIMITED (EG, PLICA OR SHELF RESECTION) (SEPARATE PROCEDURE)	\$11,124.00
29876	ARTHROSCOPY, KNEE, SURGICAL; SYNOVECTOMY, MAJOR, TWO OR MORE COMPARTMENTS (EG, MEDIAL OR LATERAL)	\$11,124.00
29877	ARTHROSCOPY, KNEE, SURGICAL; DEBRIDEMENT/SHAVING OF ARTICULAR CARTILAGE (CHONDROPLASTY)	\$11,124.00
29879	ARTHROSCOPY, KNEE, SURGICAL; ABRASION ARTHROPLASTY (INCLUDES CHONDROPLASTY WHERE NECESSARY) OR MULTIPLE DRILLING OR MICROFRACTURE	\$11,124.00
29880	ARTHROSCOPY, KNEE, SURGICAL; WITH MENISCECTOMY (MEDIAL AND LATERAL, INCLUDING ANY MENISCAL SHAVING)	\$11,124.00
29881	ARTHROSCOPY, KNEE, SURGICAL; WITH MENISCECTOMY (MEDIAL OR LATERAL, INCLUDING ANY MENISCAL SHAVING)	\$11,124.00
29882	ARTHROSCOPY, KNEE, SURGICAL; WITH MENISCUS REPAIR (MEDIAL OR LATERAL)	\$11,124.00
29883	ARTHROSCOPY, KNEE, SURGICAL; WITH MENISCUS REPAIR (MEDIAL AND LATERAL)	\$11,124.00
29884	ARTHROSCOPY, KNEE, SURGICAL; WITH LYSIS OF ADHESIONS, WITH OR WITHOUT MANIPULATION (SEPARATE PROCEDURE)	\$11,124.00
26535	ARTHROPLASTY, INTERPHALANGEAL JOINT; EACH JOINT	\$11,630.00
0062T	PERC INTRADISC ANNULOPLAS	\$11,792.00
29893	ENDOSCOPIC PLANTAR FASCIOTOMY	\$11,792.00
58545	LAPAROSCOPY, SURGICAL, MYOMECTOMY, EXCISION; 1 TO 4 INTRAMURAL MYOMAS WITH TOTAL WEIGHT OF 250 GRAMS OR LESS AND/OR REMOVAL OF SURFACE MYOMAS	\$11,792.00
0101T	ESWL INVOLVING MUSCULOSKELETAL SYSTEM, NOT OTHERWISE SPECIFIED	\$11,866.00
28890	ESW PLANTAR FASCIA	\$11,866.00
29889	ARTHROSCOPICALLY AIDED POSTERIOR CRUCIATE LIGAMENT REPAIR/AUGMENTATION OR RECONSTRUCTION	\$11,866.00
47379	UNLISTED LAPAROSCOPIC PROCEDURE, LIVER	\$11,994.00
57800	Dilation of cervical canal, instrumental (separate procedure)	\$117.00
27720	REPAIR OF NONUNION OR MALUNION, TIBIA; WITHOUT GRAFT, (EG, COMPRESSION TECHNIQUE)	\$12,180.00
28555	OPEN TREATMENT OF TARSAL BONE DISLOCATION, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$12,181.00
44180	Laparoscopy, surgical, enterolysis (freeing of intestinal adhesion) (separate procedure)	\$12,437.00
27416	OSTEOCHONDRAL AUTOGRAFT(S), KNEE, OPEN (EG, MOSAICPLASTY) (INCLUDES HARVESTING OF AUTOGRAFT(S))	\$13,007.00
49651	LAPAROSCOPY, SURGICAL; REPAIR RECURRENT INGUINAL HERNIA	\$13,349.00
23412	REPAIR OF RUPTURED MUSCULOTENDINOUS CUFF (EG, ROTATOR CUFF) OPEN; CHRONIC	\$13,498.00
23420	RECONSTRUCTION OF COMPLETE SHOULDER (ROTATOR) CUFF AVULSION, CHRONIC (INCLUDES ACROMIOPLASTY)	\$13,498.00
27420	RECONSTRUCTION OF DISLOCATING PATELLA; (EG, HAUSER TYPE PROCEDURE)	\$13,498.00
27422	RECONSTRUCTION OF DISLOCATING PATELLA; WITH EXTENSOR REALIGNMENT AND/OR MUSCLE ADVANCEMENT OR RELEASE (EG, CAMPBELL, GOLDWAITE TYPE PROCEDURE)	\$13,498.00
27566	OPEN TREATMENT OF PATELLAR DISLOCATION, WITH OR WITHOUT PARTIAL OR TOTAL PATELLECTOMY	\$13,498.00
28120	PARTIAL EXCISION (CRATERIZATION, SAUCERIZATION, SEQUESTRECTOMY, OR DIAPHYSECTOMY) BONE (EG, OSTEOMYELITIS OR BOSSING); TALUS OR CALCANEUS	\$13,498.00
77071	MANUAL APPLICATION OF STRESS PERFORMED BY PHYSICIAN FOR JOINT RADIOGRAPHY, INCLUDING CONTRALATERAL JOINT IF INDICATED	\$133.00
26665	OPEN TREATMENT OF CARPOMETACARPAL FRACTURE DISLOCATION, THUMB (BENNETT FRACTURE), WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$14,616.00
76965	ULTRASONIC GUIDANCE FOR INTERSTITIAL RADIOELEMENT APPLICATION	\$149.00
50590	Lithotripsy, extracorporeal shock wave	\$15,277.00
52648	CONTACT LASER VAPORIZATION WITH OR WITHOUT TRANSURETHRAL RESECTION OF PROSTATE, INCLUDING CONTROL OF POSTOPERATIVE BLEEDING, COMPLETE (VASECTOMY, MEATOTOMY, CYSTOURETHROSCOPY, URETHRAL CALIBRATION AND/OR DILATION, AND INTERNAL URETHROTOMY ARE INCLUDED)	\$15,277.00
55875	TRANSPERINEAL PLACEMENT OF NEEDLES OR CATHETERS INTO PROSTATE FOR INTERSTITIAL RADIOELEMENT APPLICATION, WITH OR WITHOUT CYSTOSCOPY	\$15,277.00
29888	ARTHROSCOPICALLY AIDED ANTERIOR CRUCIATE LIGAMENT REPAIR/AUGMENTATION OR RECONSTRUCTION	\$15,426.00
49654	LAPAROSCOPY, SURGICAL, REPAIR, INCISIONAL HERNIA (INCLUDES MESH INSERTION, WHEN PERFORMED); REDUCIBLE	\$15,672.00
58542	LAPAROSCOPY, SURGICAL, SUPRACERVICAL HYSTERECTOMY, FOR UTERUS 250 G OR LESS; WITH REMOVAL OF TUBE(S) AND/OR OVARY(S)	\$15,759.00

76870	ULTRASOUND, SCROTUM AND CONTENTS	\$163.00
64590	INCISION AND SUBCUTANEOUS PLACEMENT OF PERIPHERAL NEUROSTIMULATOR PULSE GENERATOR OR RECEIVER, DIRECT OR INDUCTIVE COUPLING	\$17,799.00
25400	REPAIR OF NONUNION OR MALUNION, RADIUS OR ULNA; WITHOUT GRAFT (EG, COMPRESSION TECHNIQUE)	\$18,213.00
29827	ARTHROSCOPY, SHOULDER, SURGICAL; WITH ROTATOR CUFF REPAIR	\$18,540.00
23455	CAPSULORRHAPHY, ANTERIOR; WITH LABRAL REPAIR (EG, BANKART PROCEDURE)	\$19,006.00
25800	ARTHRODESIS, WRIST; COMPLETE, WITHOUT BONE GRAFT (INCLUDES RADIOCARPAL AND/OR INTERCARPAL AND/OR CARPOMETACARPAL JOINTS)	\$19,006.00
25825	ARTHRODESIS, WRIST; WITH AUTOGRAFT (INCLUDES OBTAINING GRAFT)	\$19,006.00
64417	INJECTION, ANESTHETIC AGENT; AXILLARY NERVE	\$2,011.00
64634	DESTRUCTION BY NEUROLYTIC AGENT, PARAVERTEBRAL FACET JOINT NERVE(S), WITH IMAGING GUIDANCE (FLUOROSCOPY OR CT); CERVICAL OR THORACIC, EACH ADDITIONAL FACET JOINT (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$2,117.00
50394	INJECTION PROCEDURE FOR PYELOGRAPHY (AS NEPHROSTOGRAM, PYELOSTOGRAM, ANTEGRADE PYELOURETEROGRAMS) THROUGH NEPHROSTOMY OR PYELOSTOMY TUBE, OR INDWELLING URETERAL CATHETER	\$2,214.00
36589	REMOVAL OF TUNNELED CENTRAL VENOUS CATHETER, WITHOUT SUBCUTANEOUS PORT OR PUMP	\$2,225.00
21014	EXCISION, TUMOR, SOFT TISSUE OF FACE AND SCALP, SUBFASCIAL (EG, SUBGALEAL, INTRAMUSCULAR); 2 CM OR GREATER	\$2,381.00
64832	SUTURE OF DIGITAL NERVE, HAND OR FOOT; EACH ADDITIONAL DIGITAL NERVE (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$2,575.00
24605	TREATMENT OF CLOSED ELBOW DISLOCATION; REQUIRING ANESTHESIA	\$2,596.00
54600	REDUCTION OF TORSION OF TESTIS, SURGICAL, WITH OR WITHOUT FIXATION OF CONTRALATERAL TESTIS	\$2,672.00
11055	PARING OR CUTTING BENIGN HYPERKERATOTIC LESION	\$2,967.00
11302	SHAVING OF EPIDERMAL/DERMAL LESION, SINGLE, 1.1-2 CM	\$2,967.00
11424	EXCISION, BENIGN LESION INCLUDING MARGINS, EXCEPT SKIN TAG (UNLESS LISTED ELSEWHERE), SCALP, NECK, HANDS, FEET, GENITALIA; EXCISED DIAMETER 3.1 TO 4.0 CM	\$2,967.00
11442	EXCISION, OTHER BENIGN LESION INCL. MARGINS, EXCEPT SKIN TAG (UNLESS OTHERW. LISTED) FACE, EARS, EYELIDS, NOSE, LIPS, MUCOUS MEMBRANE; DIAMETER 1.1 TO 2.0 CM	\$2,967.00
11443	EXCISION, OTHER BENIGN LESION INCL. MARGINS, EXCEPT SKIN TAG (UNLESS OTHERW. LISTED) FACE, EARS, EYELIDS, NOSE, LIPS, MUCOUS MEMBRANE; DIAMETER 2.1 TO 3.0 CM	\$2,967.00
20220	BIOPSY, BONE, TROCAR, OR NEEDLE; SUPERFICIAL (EG, ILIUM, STERNUM, SPINOUS PROCESS, RIBS)	\$2,967.00
20550	INJECTION; SINGLE TENDON SHEATH, OR LIGAMENT, APONEUROSIS	\$2,967.00
20551	single tendon origin/insertion	\$2,967.00
46910	electrodesiccation	\$2,967.00
49419	INSERTION OF INTRAPERITONEAL CANNULA OR CATHETER, WITH SUBCUTANEOUS RESERVOIR, PERMANENT (IE, TOTALLY IMPLANTABLE)	\$2,967.00
49422	REMOVAL OF PERMANENT INTRAPERITONEAL CANNULA OR CATHETER	\$2,967.00
51726	COMPLEX CYSTOMETROGRAM (EG, CALIBRATED ELECTRONIC EQUIPMENT)	\$2,967.00
51741	COMPLEX URF	\$2,967.00
51772	URETHRAL PRESSURE PROFILE STUDIES (UPP) (URETHRAL CLOSURE PRESSURE PROFILE), ANY TECHNIQUE	\$2,967.00
51784	EMG NOT NEEDLE, ANY TECHNIQUE	\$2,967.00
51795	VP, ANY TECHNIQUE	\$2,967.00
51797	VP INTRA-ABDOMINAL	\$2,967.00
56441	LYSIS OF LABIAL ADHESIONS	\$2,967.00
56700	PARTIAL HYMENECTOMY OR REVISION OF HYMENAL RING	\$2,967.00
57200	COLPORRHAPHY, SUTURE OF INJURY OF VAGINA (NONOBSTETRICAL)	\$2,967.00
64614	CHEMODENERVATION EXTREMITY AND/OR TRUNK MUSCLES	\$2,967.00
64642	Chemodenervation of one extremity, 1-4 muscles	\$2,967.00
64722	DECOMPRESSION; UNSPECIFIED NERVE(S) (SPECIFY)	\$2,967.00
73615	RADIOLOGIC EXAM, ANKLE, ARTHROGRAPHY, RADIOLOGICAL SUPERVISION AND INTERPRETATION	\$2,967.00

24515	OPEN TREATMENT OF HUMERAL SHAFT FRACTURE WITH PLATE/SCREWS, WITH OR WITHOUT CERCLAGE	\$21,760.00
24575	OPEN TREATMENT OF HUMERAL EPICONDYLAR FRACTURE, MEDIAL OR LATERAL, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$21,760.00
24586	OPEN TREATMENT OF PERIARTICULAR FRACTURE AND/OR DISLOCATION OF THE ELBOW (FRACTURE DISTAL HUMERUS AND PROXIMAL ULNA AND/OR PROXIMAL RADIUS);	\$21,760.00
24587	OPEN TREATMENT OF PERIARTICULAR FRACTURE AND/OR DISLOCATION OF THE ELBOW (FRACTURE DISTAL HUMERUS AND PROXIMAL ULNA AND/OR PROXIMAL RADIUS); WITH IMPLANT ARTHROPLASTY	\$21,760.00
24615	OPEN TREATMENT OF ACUTE OR CHRONIC ELBOW DISLOCATION	\$21,760.00
24635	OPEN TREATMENT OF MONTEGGIA TYPE OF FRACTURE DISLOCATION AT ELBOW (FRACTURE PROXIMAL END OF ULNA WITH DISLOCATION OF RADIAL HEAD). WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$21,760.00
24666	OPEN TREATMENT OF RADIAL HEAD OR NECK FRACTURE, WITH OR WITHOUT INTERNAL FIXATION OR RADIAL HEAD EXCISION; WITH RADIAL HEAD PROSTHETIC REPLACEMENT	\$21,760.00
25574	OPEN TREATMENT OF RADIAL AND ULNAR SHAFT FRACTURES, WITH INTERNAL OR EXTERNAL FIXATION; OF RADIUS OR ULNA	\$21,760.00
25575	OPEN TREATMENT OF RADIAL AND ULNAR SHAFT FRACTURES, WITH INTERNAL OR EXTERNAL FIXATION; OF RADIUS AND ULNA	\$21,760.00
25608	OPEN TREATMENT OF DISTAL RADIAL, INTRA-ARTICULAR	\$21,760.00
25609	with internal fixation of 3 or more fragments	\$21,760.00
26686	OPEN TREATMENT OF CARPOMETACARPAL DISLOCATION, OTHER THAN THUMB; COMPLEX, MULTIPLE OR DELAYED REDUCTION	\$21,760.00
27823	OPEN TREATMENT OF TRIMALLEOLAR ANKLE FRACTURE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION, MEDIAL AND/OR LATERAL MALLEOLUS; WITH FIXATION OF POSTERIOR LIP	\$21,760.00
27827	OPEN TREATMENT OF FRACTURE OF WEIGHT BEARING ARTICULAR SURFACE/PORTION OF DISTAL TIBIA (EG, PILON OR TIBIAL PLAFOND), WITH INTERNAL OR EXTERNAL FIXATION; OF TIBIA ONLY	\$21,760.00
27828	OPEN TREATMENT OF FRACTURE OF WEIGHT BEARING ARTICULAR SURFACE/PORTION OF DISTAL TIBIA (EG, PILON OR TIBIAL PLAFOND), WITH INTERNAL OR EXTERNAL FIXATION; OF BOTH TIBIA AND FIBULA	\$21,760.00
29861	ARTHROSCOPY, HIP, SURGICAL; WITH REMOVAL OF LOOSE BODY OR FOREIGN BODY	\$23,138.00
29862	ARTHROSCOPY, HIP, SURGICAL; WITH DEBRIDEMENT/SHAVING OF ARTICULAR CARTILAGE (CHONDROPLASTY), ABRASION ARTHROPLASTY, AND/OR RESECTION OF LABRUM	\$23,138.00
29863	ARTHROSCOPY, HIP, SURGICAL; WITH SYNOVECTOMY	\$23,138.00
29914	ARTHROSCOPY, HIP SURGICAL WITH FEMOROPLASTY	\$23,138.00
29915	ARTHROSCOPY, HIP SURGICAL, WITH ACETABULOPLASTY	\$23,138.00
29916	ARTHROSCOPY, HIP SURGICAL, WITH LABRAL REPAIR	\$23,138.00
55873	CRYOSURGICAL ABLATION OF THE PROSTATE (INCLUDES ULTRASONIC GUIDANCE AND MONITORING)	\$25,324.00
64448	INJECTION, ANESTHETIC AGENT; FEMORAL NERVE, CONTINUOUS INFUSION BY CATHETER (INCLUDING CATHETER PLACEMENT)	\$3,111.00
10021	FINE NEEDLE ASPIRATION; WITHOUT IMAGING GUIDANCE	\$3,264.00
26477	SHORTENING OF TENDON, EXTENSOR, HAND OR FINGER, EACH TENDON	\$3,539.00
13101	REPAIR, COMPLEX, TRUNK; 2.6 CM TO 7.5 CM	\$3,560.00
64416	INJECTION, ANESTHETIC AGENT; BRACHIAL PLEXUS, CONTINUOUS INFUSION BY CATHETER (INCLUDING CATHETER PLACEMENT)	\$3,627.00
26525	CAPSULECTOMY OR CAPSULOTOMY; INTERPHALANGEAL JOINT, EACH JOINT	\$3,653.00
10120	INCISION AND REMOVAL OF FOREIGN BODY, SUBCUTANEOUS TISSUES; SIMPLE	\$3,708.00
10160	PUNCTURE ASPIRATION OF ABSCESS, HEMATOMA, BULLA, OR CYST	\$3,708.00
11040	DEBRIDE SKIN PART, THICK	\$3,708.00
11100	BIOPSY OF SKIN, SUBCUTANEOUS TISSUE &/OR MUCOUS MEMBRANE, (INCL SIMPLE CLOSURE); UNLESS OTHERWISE LISTED: SINGLE LESION	\$3,708.00
11200	REMOVAL SKIN TAGS, 1-15	\$3,708.00
11401	EXC BENIGN LESION 0.6-1.0	\$3,708.00
11402	Exc lesion 1.1 to 2.0 cm	\$3,708.00

11403	EXCISION, BENIGN LESION INCLUDING MARGINS, EXCEPT SKIN TAG (UNLESS LISTED ELSEWHERE), TRUNK, ARMS OR LEGS; EXCISED DIAMETER 2.1 TO 3.0cm	\$3,708.00
11404	EXCISION, BENIGN LESION INCLUDING MARGINS, EXCEPT SKIN TAG (UNLESS LISTED ELSEWHERE), TRUNK, ARMS OR LEGS; EXCISED DIAMETER 3.1 TO 4.0 CM	\$3,708.00
11620	EXCISION, MALIGNANT LESION INCLUDING MARGINS, SCALP, NECK, HANDS, FEET, GENITALIA; EXCISED DIAMETER 0.5 CM OR LESS	\$3,708.00
11621	EXCISION, MALIGNANT LESION, SCALP, NECK, HANDS, FEET, GENITALIS, DIAMETER .6 TO 1.0 CMS	\$3,708.00
11900	INTRALESIONAL INJECTION	\$3,708.00
11976	Removal, implantable contraceptive capsules	\$3,708.00
11982	Removal, non-biodegradable drug delivery implant	\$3,708.00
12021	TREATMENT OF SUPERFICIAL WOUND DEHISCENCE; WITH PACKING	\$3,708.00
12031	LAYERED CLOSURE OF WOUNDS OF SCALP, AXILLAE, TRUNK AND/OR EXTREMITIES	\$3,708.00
12032	2.6 cm to 7.5 cm	\$3,708.00
15850	Removal of sutures under anesthesia (other than local), same surgeon	\$3,708.00
17000	Destruction (eg, laser surgery, electrosurgery, cryosurgery, chemosurgery, surgical curettment) all benign or premalignant lesions (eg, actinic keratoses) other than skin tags or cutaneous vascular proliferative lesions; first lesion	\$3,708.00
17003	Destruction (eg, laser surgery, electrosurgery, cryosurgery, chemosurgery, surgical curettment) all benign or premalignant lesions (eg, actinic keratoses) other than skin tags or cutaneous vascular proliferative lesions; 2nd - 14th lesions	\$3,708.00
20526	Injection, therapeutic (eg, local anesthetic, corticosteroid), carpal tunnel	\$3,708.00
20552	SGL TRIG PT INJ 1-2 MUSCL	\$3,708.00
20553	Injection; single tendon sheath, or ligament, aponeurosis single or multiple trigger point(s) three or more muscle(s)	\$3,708.00
20605	INJECT INTERMEDIATE JOINT	\$3,708.00
20694	REMOVAL, UNDER ANESTHESIA, OF EXTERNAL FIXATION SYSTEM	\$3,708.00
23655	CLOSED TREATMENT OF SHOULDER DISLOCATION, WITH MANIPULATION; REQUIRING ANESTHESIA	\$3,708.00
23930	INCISION AND DRAINAGE, UPPER ARM OR ELBOW AREA; DEEP ABSCESS OR HEMATOMA	\$3,708.00
24220	Injection procedure for elbow arthrography	\$3,708.00
24675	CLOSED TREATMENT OF ULNAR FRACTURE, PROXIMAL END (OLECRANON PROCESS); WITH MANIPULATION	\$3,708.00
25565	CLOSED TREATMENT OF RADIAL AND ULNAR SHAFT FRACTURES; WITH MANIPULATION	\$3,708.00
26645	CLOSED TREATMENT OF CARPOMETACARPAL FRACTURE DISLOCATION, THUMB (BENNETT FRACTURE), WITH MANIPULATION	\$3,708.00
27275	MANIPULATION, HIP JOINT, REQUIRING GENERAL ANESTHESIA	\$3,708.00
27370	Injection procedure for knee arthrography	\$3,708.00
27381	SUTURE OF INFRAPATELLAR TENDON; SECONDARY RECONSTRUCTION, INCLUDING FASCIAL OR TENDON GRAFT	\$3,708.00
27605	TENOTOMY, PERCUTANEOUS, ACHILLES TENDON (SEPARATE PROCEDURE); LOCAL ANESTHESIA	\$3,708.00
27648	INJECTION PROCEDURE FOR ANKLE ARTHROGRAPHY	\$3,708.00
27752	CLOSED TREATMENT OF TIBIAL SHAFT FRACTURE (WITH OR WITHOUT FIBULAR FRACTURE); WITH MANIPULATION, WITH OR WITHOUT SKELETAL TRACTION	\$3,708.00
27788	CLOSED TREATMENT OF DISTAL FIBULAR FRACTURE (LATERAL MALLEOLUS); WITH MANIPULATION	\$3,708.00
28230	TENOTOMY OPEN FLEXOR	\$3,708.00
28264	CAPSULOTOMY, MIDTARSAL (EG, HEYMAN TYPE PROCEDURE)	\$3,708.00
28272	CAPSULOTOMY IP JOINT EA	\$3,708.00
46600	Anoscopy; diagnostic; with or without collection of specimen (s) by brushing or washing (separate procedure)	\$3,708.00
46922	DESTRUCTION OF LESION(S), ANUS (EG, CONDYLOMA, PAPILLOMA, MOLLUSCUM CONTAGIOSUM, HERPETIC VESICLE), SIMPLE; SURGICAL EXCISION	\$3,708.00
46924	DESTRUCTION OF LESION(S), ANUS (EG, CONDYLOMA, PAPILLOMA, MOLLUSCUM CONTAGIOSUM, HERPETIC VESICLE), EXTENSIVE (EG, LASER SURGERY, ELECTROSURGERY, CRYOSURGERY, CHEMOSURGERY)	\$3,708.00
51010	ASPIRATION OF BLADDER; WITH INSERTION OF SUPRAPUBIC CATHETER	\$3,708.00
51102	Aspiration of bladder, by needle with insertion of suprapubic catheter	\$3,708.00
51600	Injection procedure for cystography or voiding urethrocytography	\$3,708.00
52001	CYSTOURETHROSCOPY WITH IRRIGATION AND EVACUATION OF MULTIPLE OBSTRUCTING CLOTS	\$3,708.00

53200	BIOPSY OF URETHRA	\$3,708.00
53442	REMOVAL OR REVISION OF SLING FOR MALE URINARY INCONTINENCE (EG, FASCIA OR SYNTHETIC)	\$3,708.00
54055	DESTRUCT PENIS ELECTRODES	\$3,708.00
54100	BIOPSY OF PENIS; (SEPARATE PROCEDURE)	\$3,708.00
54105	BIOPSY OF PENIS; DEEP STRUCTURES	\$3,708.00
55150	RESECTION OF SCROTUM	\$3,708.00
56821	COLPOSCOPY VULVA WITH BIOPSY	\$3,708.00
58301	Removal of intrauterine device (IUD)	\$3,708.00
62272	SPINAL PUNCTURE, THERAPEUTIC, FOR DRAINAGE OF CEREBROSPINAL FLUID (BY NEEDLE OR CATHETER)	\$3,708.00
62273	INJECTION, EPIDURAL, OF BLOOD OR CLOT PATCH	\$3,708.00
62290	Injection procedure for diskography, each level; lumbar	\$3,708.00
62310	INJECTION, SINGLE (NOT VIA INDWELLING CATHETER), NOT INCLUDING NEUROLYTIC SUBSTANCES, WITH-W/O CONTRAST (FOR LOCALIZATION OR EPIDUROGRAPHY), OF DIAG OR THERAPEUTIC SUBSTANCE(S) (NOT INCLUSIVE)	\$3,708.00
63660	REVISION OR REMOVAL OF SPINAL NEUROSTIMULATOR ELECTRODE PERCUTANEOUS ARRAY(S) OR PLATE/PADDLE(S)	\$3,708.00
63688	REVISION OR REMOVAL OF IMPLANTED SPINAL NEUROSTIMULATOR PULSE GENERATOR OR RECEIVER	\$3,708.00
64405	INJ ANES GRTR OCCIP NERV	\$3,708.00
64413	Injection, anesthetic agent; trigeminal nerve, any division or branch cervical plexus	\$3,708.00
64421	INJECTION, ANESTHETIC AGENT; INTERCOSTAL NERVES, MULTIPLE, REGIONAL BLOCK	\$3,708.00
64430	INJECTION, ANESTHETIC AGENT; PUDENDAL NERVE	\$3,708.00
64445	INT ANES AGENT SCIATIC	\$3,708.00
64447	femoral nerve, single	\$3,708.00
64449	INJECTION, ANESTHETIC AGENT; LUMBAR PLEXUS, POSTERIOR APPROACH, CONTINUOUS INFUSION BY CATHETER (INCLUDING CATHETER PLACEMENT)	\$3,708.00
64450	INJ ANES OTR PERIPH NERV	\$3,708.00
64470	INJECTION, ANESTHETIC AGENT AND/OR STEROID, PARAVERTEBRAL FACET JOINT OR FACET JOINT NERVE; CERVICAL OR THORACIC, SINGLE LEVEL	\$3,708.00
64472	INJECTION, ANESTHETIC AGENT AND/OR STEROID, PARAVERTEBRAL FACET JOINT OR FACET JOINT NERVE; CERVICAL OR THORACIC, EACH ADDITIONAL LEVEL (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$3,708.00
64476	INJECTION, ANESTHETIC AGENT AND/OR STEROID, PARAVERTEBRAL FACET JOINT OR FACET JOINT NERVE; LUMBAR OR SACRAL, EACH ADDITIONAL LEVEL (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$3,708.00
64479	INJECTION, ANESTHETIC AGENT AND/OR STEROID, TRANSFORAMINAL EPIDURAL; CERVICAL OR THORACIC, SINGLE LEVEL	\$3,708.00
64480	INJECTION, ANESTHETIC AGENT AND/OR STEROID, TRANSFORAMINAL EPIDURAL; CERVICAL OR THORACIC, EACH ADDITIONAL LEVEL (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$3,708.00
64490	INJECTION, PARAVERTEBRAL FACET, WITH IMAGE GUIDANCE, CERVICAL OR THORACIC, SINGLE LEVEL	\$3,708.00
64491	INJECTION, PARAVERTEBRAL FACET, CERVICAL OR THORACIC, SECOND LEVEL	\$3,708.00
64492	INJECTION, PARAVERTEBRAL FACET, CERVICAL OR THORACIC, THIRD AND ANY ADDITIONAL LEVELS	\$3,708.00
64495	FACET INJECTION, LUMBAR; THIRD AND ANY ADDITIONAL LEVELS	\$3,708.00
64510	INJECTION, ANESTHETIC AGENT; STELLATE GANGLION (CERVICAL SYMPATHETIC)	\$3,708.00
64517	INJ SUP HYPOGASTRIC PLEXUS	\$3,708.00
64530	INJECTION, ANESTHETIC AGENT; CELIAC PLEXUS, WITH OR WITHOUT RADIOLOGIC MONITORING	\$3,708.00
64555	PERCUTANEOUS IMPLANTATION OF NEUROSTIMULATOR ELECT. /PERIPHERAL NERVE (EXCLUDES SACRAL NERVE)	\$3,708.00
64585	REVISION OR REMOVAL OF PERIPHERAL NEUROSTIMULATOR ELECTRODES	\$3,708.00
64595	REVISION OR REMOVAL OF PERIPHERAL NEUROSTIMULATOR PULSE GENERATOR OR RECEIVER	\$3,708.00
64626	DESTRUCTION BY NEUROLYTIC AGENT, PARAVERTEBRAL FACET JOINT NERVE; CERVICAL OR THORACIC, SINGLE LEVEL	\$3,708.00
64627	DESTRUCTION BY NEUROLYTIC AGENT, PARAVERTEBRAL FACET JOINT NERVE; CERVICAL OR THORACIC, EACH ADDITIONAL LEVEL (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$3,708.00
64632	Plantar common digital nerve.	\$3,708.00
64640	OTHER PERIPHERAL NERVE OR BRANCH	\$3,708.00
64702	NEUROPLASTY; DIGITAL, ONE OR BOTH, SAME DIGIT	\$3,708.00
64726	DECOMPRESSION; PLANTAR DIGITAL NERVE	\$3,708.00

64772	TRANSECTION OR AVULSION OF OTHER SPINAL NERVE, EXTRADURAL	\$3,708.00
64999	Unlisted procedure, nervous system	\$3,708.00
72295	DISCOG LUMB RAD SUPV/INT	\$3,708.00
73005	FLURO GUIDE NEEDLE SPINE	\$3,708.00
73542	RADIOLOGICAL EXAM, SACROILIAC JOINT ARTHROGRAPHY, RADIOLOGICAL SUPERVISION AND INTERPRETATION	\$3,708.00
73580	Radiologic examination, knee, arthrography, radiological supervision and interpretation	\$3,708.00
74300	CHOLANGIOGRAPHY AND/OR PANCREATOGRAPHY; INTRAOPERATIVE, RADIOLOGICAL SUPERVISION AND INTERPRETATION	\$3,708.00
74400	UROGRAPHY IV	\$3,708.00
78740	URETERAL REFLUX STUDY	\$3,708.00
67314	STRABISMUS SURGERY, RECESSION OR RESECTION PROCEDURE; ONE VERTICAL MUSCLE (EXCLUDING SUPERIOR OBLIQUE)	\$3,727.00
67340	STRABISMUS SURGERY INVOLVING EXPLORATION AND/OR REPAIR OF DETACHED EXTRAOCULAR MUSCLE(S) (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$3,727.00
86999	Unlisted transfusion medicine procedure.	\$3,761.00
10140	INCISION AND DRAINAGE OF HEMATOMA, SEROMA OR FLUID COLLECTION	\$3,857.00
11010	DEBRIDEMENT INCLUDING REMOVAL OF FOREIGN MATERIAL ASSOCIATED WITH OPEN FRACTURE(S) AND/OR DISLOCATION(S); SKIN AND SUBCUTANEOUS TISSUES	\$3,857.00
11420	Excision, benign lesion including margins, except skin tag (unless listed elsewhere), scalp, neck, hands, feet, genitalia; excised diameter 0.5 cm or less	\$3,857.00
11422	EXCISE BENIGN LESION, 1.1 TO 2.0 CM	\$3,857.00
11423	EXC LESION 2.1-3.0	\$3,857.00
11623	EXCISION MALIGNANT LESION INCLUDING MARGINS SCALP, NECK HANDS, GENITALIA, EXCISED DIAMETER 2.1 TO 3.0 CM	\$3,857.00
11624	EXCISION, MALIGNANT LESION INCLUDING MARGINS, SCALP, NECK, HANDS, FEET, GENITALIA; EXCISED DIAMETER 3.1 TO 4.0 CM	\$3,857.00
11626	EXCISION, MALIGNANT LESION INCLUDING MARGINS, SCALP, NECK, HANDS, FEET, GENITALIA; EXCISED DIAMETER OVER 4.0 CM	\$3,857.00
11730	Avulsion of nail plate, partial or complete, simple; single	\$3,857.00
11740	EVACUATION OF SUBUNGUAL HEMATOMA	\$3,857.00
11755	Biopsy of nail unit (eg, plate, bed, matrix, hyponychium, proximal and lateral nail folds) (separate procedure)	\$3,857.00
15004	Surgical Preperation or creation of recipient site by excision of open wounds burn,eschar,or scalp(including subcutaneous tissues),or incisional release of scar contracture, face, scalp, eyelids, mouth, neck, ears, orbits, genitalia, hands, feet,and	\$3,857.00
15120	SPLIT GRAFT, FACE, SCALP, EYELIDS, MOUTH, NECK, EARS, ORBITS, GENITALIA, HANDS, FEET AND/OR MULTIPLE DIGITS; FIRST 100 SQ CM OR LESS, OR ONE PERCENT OF BODY AREA OF INFANTS AND CHILDREN (EXCEPT 15050)	\$3,857.00
15175	ACELLULAR DERMAL REPLACEMENT; FACE, NECK, EARS, HANDS, GENITALIA, FEET	\$3,857.00
15335	Acellular dermal allograft, face, scalp, eyelids, mouth, neck, ears, orbits, genitalia, hands, feet, and/or multiple digits; first 100 sq cm or less, or 1% of body area of infants and children	\$3,857.00
17111	15 or more lesions	\$3,857.00
21556	EXCISION TUMOR, SOFT TISSUE OF NECK OR THORAX; DEEP, SUBFASCIAL, INTRAMUSCULAR	\$3,857.00
23605	CLOSED TREATMENT OF PROXIMAL HUMERAL (SURGICAL OR ANATOMICAL NECK) FRACTURE; WITH MANIPULATION, WITH OR WITHOUT SKELETAL TRACTION	\$3,857.00
24066	BIOPSY, SOFT TISSUE OF UPPER ARM OR ELBOW AREA; DEEP (SUBFASCIAL OR INTRAMUSCULAR)	\$3,857.00
24071	Excision, tumor, soft tissue of elbow area	\$3,857.00
24073	EXCISION, TUMOR, SOFT TISSUE OF UPPER ARM OR ELBOW AREA, SUBFASCIAL (EG, INTRAMUSCULAR); 5 CM OR GREATER	\$3,857.00
24075	EXCISION, TUMOR, SOFT TISSUE OF UPPER ARM OR ELBOW AREA; SUBCUTANEOUS	\$3,857.00
24076	EXCISION, TUMOR, SOFT TISSUE OF UPPER ARM OR ELBOW AREA; DEEP (SUBFASCIAL OR INTRAMUSCULAR)	\$3,857.00
24120	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF HEAD OR NECK OF RADIUS OR OLECRANON PROCESS;	\$3,857.00
24147	PARTIAL EXCISION (CRATERIZATION, SAUCERIZATION, OR DIAPHYSECTOMY) BONE (EG, OSTEOMYELITIS), OLECRANON PROCESS	\$3,857.00
25035	INCISION, DEEP, BONE CORTEX, FOREARM AND/OR WRIST (EG, OSTEOMYELITIS OR BONE ABSCESS)	\$3,857.00
25071	3 cm or greater	\$3,857.00

26115	EXCISION, TUMOR OR VASCULAR MALFORMATION, SOFT TISSUE OF HAND OR FINGER; SUBCUTANEOUS	\$3,857.00
26140	SYNOVECTOMY, PROXIMAL INTERPHALANGEAL JOINT, INCLUDING EXTENSOR RECONSTRUCTION, EACH INTERPHALANGEAL JOINT	\$3,857.00
26145	SYNOVECTOMY, TENDON SHEATH, RADICAL (TENOSYNOVECTOMY), FLEXOR TENDON, PALM AND/OR FINGER, EACH TENDON	\$3,857.00
27618	EXCISION, TUMOR, LEG OR ANKLE AREA; SUBCUTANEOUS TISSUE	\$3,857.00
27641	PARTIAL EXCISION (CRATERIZATION, SAUCERIZATION, OR DIAPHYSECTOMY) BONE (EG, OSTEOMYELITIS OR EXOSTOSIS); FIBULA	\$3,857.00
27659	REPAIR, FLEXOR TENDON, LEG; SECONDARY, WITH OR WITHOUT GRAFT, EACH TENDON	\$3,857.00
27705	OSTEOTOMY; TIBIA	\$3,857.00
28020	ARTHROTOMY, INCLUDING EXPLORATION, DRAINAGE, OR REMOVAL OF LOOSE OR FOREIGN BODY; INTERTARSAL OR TARSMETATARSAL JOINT	\$3,857.00
28022	ARTHROTOMY, INCLUDING EXPLORATION, DRAINAGE, OR REMOVAL OF LOOSE OR FOREIGN BODY; METATARSOPHALANGEAL JOINT	\$3,857.00
28108	Excision or curettage of bone cyst or benign tumor, phalanges of foot	\$3,857.00
36590	REMOVAL OF TUNNELED CENTRAL VENOUS ACCESS DEVICE, WITH SUBCUTANEOUS PORT OR PUMP, CENTRAL OR PERIPHERAL INSERTION	\$3,857.00
38500	BIOPSY OR EXCISION OF LYMPH NODE(S); OPEN, SUPERFICIAL	\$3,857.00
52327	CYSTOURETHROSCOPY (INCLUDING URETERAL CATHETERIZATION); WITH SUBURETERIC INJECTION OF IMPLANT MATERIAL	\$3,857.00
53430	URETHROPLASTY, RECONSTRUCTION OF FEMALE URETHRA	\$3,857.00
54057	DESTRUCTION OF LESION(S), PENIS (EG, CONDYLOMA, PAPILLOMA, MOLLUSCUM CONTAGIOSUM, HERPETIC VESICLE), SIMPLE; LASER SURGERY	\$3,857.00
56405	INCISION AND DRAINAGE OF VULVA OR PERINEAL LESION	\$3,857.00
56605	Biopsy of vulva or perineum (separate procedure); one lesion	\$3,857.00
56606	each separate additional lesion (list separately in addition to code for primary procedure)	\$3,857.00
57061	DESTRUCTION OF VAGINAL LESION(S); SIMPLE (EG, LASER SURGERY, ELECTROSURGERY, CRYOSURGERY, CHEMOSURGERY)	\$3,857.00
57105	BIOPSY OF VAGINAL MUCOSA; EXTENSIVE, REQUIRING SUTURE (INCLUDING CYSTS)	\$3,857.00
57106	Vaginectomy, partial removal of vaginal wall	\$3,857.00
57421	with biopsy(s) of vagina/cervix	\$3,857.00
57455	Endoscopy with Biopsy of the Cervix	\$3,857.00
57505	Endocervical curettage (not done as part of a dilation and curettage)	\$3,857.00
57510	CAUTERY OF CERVIX; ELECTRO OR THERMAL	\$3,857.00
56810	PERINEOPLASTY, REPAIR OF PERINEUM, NONOBSTETRICAL (SEPARATE PROCEDURE)	\$3,862.00
24201	REMOVAL OF FOREIGN BODY, UPPER ARM OR ELBOW AREA; DEEP (SUBFASCIAL OR INTRAMUSCULAR)	\$3,864.00
67320	TRANSPOSITION PROCEDURE (EG, FOR PARETIC EXTRAOCULAR MUSCLE), ANY EXTRAOCULAR MUSCLE (SPECIFY) (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$3,914.00
26775	CLOSED TREATMENT OF INTERPHALANGEAL JOINT DISLOCATION, WITH ANESTHESIA	\$3,931.00
28510	Closed treatment of fracture, phalanx or phalanges, other than great toe; without manipulation, each	\$307.00
L8687	IMPLANTABLE NEUROSTIMULATOR PULSE GENERATOR, DUAL ARRAY, RECHARGEABLE, INCLUDES EXTENSION	\$33,254.00
20501	INJECTION OF SINUS TRACT; DIAGNOSTIC (SINOGRAM)	\$371.00
76080	RADIOLOGIC EXAMINATION, ABSCESS, FISTULA OR SINUS TRACT STUDY, RADIOLOGICAL SUPERVISION AND INTERPRETATION	\$371.00
77001	FLUOROSCOPIC GUIDANCE FOR CENTRAL VENOUS ACCESS DEVICE PLACEMENT, REPLACEMENT (CATHETER ONLY OR COMPLETE), OR REMOVAL (INCLUDES FLUOROSCOPIC GUIDANCE FOR VASCULAR ACCESS AND CATHETER MANIPULATION, ANY NECESSARY CONTRAST INJECTIONS THROUGH ACCESS SITE OR C	\$371.00
14000	ADJACENT TISSUE TRANSFER OR REARRANGEMENT, TRUNK; DEFECT 10 SQ CM OR LESS	\$4,005.00
15240	FULL THICKNESS GRAFT, FREE, INCLUDING DIRECT CLOSURE OF DONOR SITE, FOREHEAD, CHEEKS, CHIN, MOUTH, NECK, AXILLAE, GENITALIA, HANDS, AND/OR FEET; 20 SQ CM OR LESS	\$4,005.00

57155	INSERTION OF UTERINE TANDEM AND/OR VAGINAL OVOIDS FOR CLINICAL BRACHYTHERAPY	\$4,017.00
59160	CURETTAGE, POSTPARTUM	\$4,017.00
64774	EXCISION OF NEUROMA; CUTANEOUS NERVE, SURGICALLY IDENTIFIABLE	\$4,042.00
26020	DRAINAGE OF TENDON SHEATH, DIGIT AND/OR PALM, EACH	\$4,162.00
45990	ANORECTAL EXAM, SURGICAL, REQUIRING ANESTHESIA (GENERAL, SPINAL, OR EPIDURAL), DIAGNOSTIC	\$4,192.00
55705	BIOPSY, PROSTATE; INCISIONAL, ANY APPROACH	\$4,213.00
64633	DESTRUCTION BY NEUROLYTIC AGENT, PARAVERTEBRAL FACET JOINT NERVE(S), WITH IMAGING GUIDANCE (FLUOROSCOPY OR CT); CERVICAL OR THORACIC, SINGLE FACET JOINT	\$4,235.00
23700	MANIPULATION UNDER ANESTHESIA, SHOULDER JOINT, INCLUDING APPLICATION OF FIXATION APPARATUS (DISLOCATION EXCLUDED)	\$4,273.00
20600	ARTHROCENTESIS, ASPIRATION/INJECTION; SMALL JOINT OR BURSA	\$4,302.00
20610	major joint or bursa (eg, shoulder, hip knee joint, subacromial bursa)	\$4,302.00
23350	Injection procedure for shoulder arthrography or enhanced CT/MRI shoulder arthrograph	\$4,302.00
27093	Injection procedure for hip arthrography; without anesthesia	\$4,302.00
27095	Injection procedure for hip arthrography, with anesthesia	\$4,302.00
27096	INJECTION PROCEDURE FOR SACROILIAC JOINT, ARTHROGRAPHY AND/OR ANESTHETIC/STEROID	\$4,302.00
45100	BIOPSY OF ANORECTAL WALL, ANAL APPROACH (EG, CONGENITAL MEGACOLON)	\$4,302.00
59871	REMOVAL OF CERCLAGE SUTURE UNDER ANESTHESIA (OTHER THAN LOCAL)	\$4,302.00
62311	INJECTION, SINGLE (NOT VIA INDWELLING CATHETER), NOT INCLUDING NEUROLYTIC SUBSTANCES, WITH/W/O CONTRAST (FOR LOCALIZATION OR EPIDUROGRAPHY), OF DIAG OR THERAPEUTIC SUBSTANCE(S) (INCLUSIVE)	\$4,302.00
64483	INJECTION, ANESTHETIC AGENT AND/OR STEROID, TRANSFORAMINAL EPIDURAL; LUMBAR OR SACRAL, SINGLE LEVEL	\$4,302.00
64484	INJECTION, ANESTHETIC AGENT AND/OR STEROID, TRANSFORAMINAL EPIDURAL; LUMBAR OR SACRAL, EACH ADDITIONAL LEVEL (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$4,302.00
64493	INJECTION, LUMBAR/SACRAL FACET JOINT, SINGLE LEVEL	\$4,302.00
64494	FACET INJECTION, LUMBAR; SECOND LEVEL	\$4,302.00
64520	INJECTION, ANESTHETIC AGENT; LUMBAR OR THORACIC (PARAVERTEBRAL SYMPATHETIC)	\$4,302.00
64622	DESTRUCTION BY NEUROLYTIC AGENT, PARAVERTEBRAL FACET JOINT NERVE; LUMBAR OR SACRAL, SINGLE LEVEL	\$4,302.00
64623	DESTRUCTION BY NEUROLYTIC AGENT, PARAVERTEBRAL FACET JOINT NERVE; LUMBAR OR SACRAL, EACH ADDITIONAL LEVEL (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$4,302.00
64635	DESTRUCTION BY NEUROLYTIC AGENT, PARAVERTEBRAL FACET JOINT NERVE; LUMBAR OR SACRAL, SINGLE LEVEL	\$4,302.00
64636	DESTRUCTION BY NEUROLYTIC AGENT, PARAVERTEBRAL FACET JOINT NERVE; LUMBAR OR SACRAL, EACH ADDITIONAL LEVEL (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$4,302.00
73525	Radiologic examination, hip, arthrography, radiological supervision and interpretation	\$4,302.00
95972	Electronic analysis of implanted neurostimulator pulse generator system (eg, rate, pulse amplitude and duration, configuration of wave form, battery status, electrode selectability, output modulation, cycling)	\$4,302.00
G0260	INJECTION PROCEDURE FOR SACROILIAC JOINT; PROVISION OF ANESTHETIC, STEROID AND/OR OTHER THERAPEUTIC AGENT AND ARTHROGRAPHY SPECIAL COVERAGE INSTRUCTIONS	\$4,302.00
67318	STRABISMUS SURGERY, ANY PROCEDURE, SUPERIOR OBLIQUE MUSCLE	\$4,326.00
22903	EXCISION, TUMOR, SOFT TISSUE OF ABDOMINAL WALL, SUBCUTANEOUS; 3 CM OR GREATER	\$4,353.00
67331	STRABISMUS SURGERY ON PATIENT WITH PREVIOUS EYE SURGERY OR INJURY THAT DID NOT INVOLVE THE EXTRAOCULAR MUSCLES (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$4,419.00
67808	EXCISION OF CHALAZION; UNDER GENERAL ANESTHESIA AND/OR REQUIRING HOSPITALIZATION, SINGLE OR MULTIPLE	\$4,420.00
20245	BIOPSY, BONE, OPEN; DEEP (EG, HUMERUS, ISCHIUM, FEMUR)	\$4,450.00
20525	REMOVAL OF FOREIGN BODY IN MUSCLE OR TENDON SHEATH; DEEP OR COMPLICATED	\$4,450.00
23515	OPEN TREATMENT OF CLAVICULAR FRACTURE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$4,450.00
23585	OPEN TREATMENT OF SCAPULAR FRACTURE (BODY, GLENOID OR ACROMION) WITH OR WITHOUT INTERNAL FIXATION	\$4,450.00
24351	FASCIOTOMY, LATERAL OR MEDIAL (EG, TENNIS ELBOW OR EPICONDYLITIS); WITH EXTENSOR ORIGIN DETACHMENT	\$4,450.00
25110	EXCISION, LESION OF TENDON SHEATH, FOREARM AND/OR WRIST	\$4,450.00
25130	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF CARPAL BONES;	\$4,450.00
25606	Percutaneous skeletal fixation of distal radial fracture or epiphyseal separation	\$4,450.00

26236	PARTIAL EXCISION (CRATERIZATION, SAUCERIZATION, OR DIAPHYSECTOMY) BONE (EG, OSTEOMYELITIS); DISTAL PHALANX OF FINGER	\$4,450.00
26992	Incision, bone cortex, pelvis and/or hip joint (eg, osteomyelitis or bone abscess)	\$4,450.00
27006	Tenotomy, abductors and/or extensor(s) of hip, open (separate procedure)	\$4,450.00
27301	INCISION AND DRAINAGE, DEEP ABSCESS, BURSA, OR HEMATOMA, THIGH OR KNEE REGION	\$4,450.00
27725	REPAIR OF NONUNION OR MALUNION, TIBIA; BY SYNOSTOSIS, WITH FIBULA, ANY METHOD	\$4,450.00
27784	OPEN TREATMENT OF PROXIMAL FIBULA OR SHAFT FRACTURE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$4,450.00
28005	INCISION, BONE CORTEX (EG, OSTEOMYELITIS OR BONE ABSCESS), FOOT	\$4,450.00
28045	EXCISION, TUMOR, FOOT; DEEP, SUBFASCIAL, INTRAMUSCULAR	\$4,450.00
28505	OPEN TREATMENT OF FRACTURE GREAT TOE, PHALANX OR PHALANGES, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$4,450.00
28636	PERCUTANEOUS SKELETAL FIXATION OF METATARSOPHALANGEAL JOINT DISLOCATION, WITH MANIPULATION	\$4,450.00
28645	OPEN TREATMENT OF METATARSOPHALANGEAL JOINT DISLOCATION, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$4,450.00
29837	ARTHROSCOPY, ELBOW, SURGICAL; DEBRIDEMENT, LIMITED	\$4,450.00
54860	EPIDIDYMECTOMY; UNILATERAL	\$4,450.00
56515	DESTRUCTION OF LESION(S), VULVA; EXTENSIVE (EG, LASER SURGERY, ELECTROSURGERY, CRYOSURGERY, CHEMOSURGERY)	\$4,450.00
58560	HYSTEROSCOPY, SURGICAL; WITH DIVISION OR RESECTION OF INTRAUTERINE SEPTUM (ANY METHOD)	\$4,450.00
52325	HIP CORE DECOMPRESSION	\$4,450.00
54001	SLITTING OF PREPUCE, DORSAL OR LATERAL (SEPARATE PROCEDURE); EXCEPT NEWBORN	\$4,467.00
26480	TRANSFER OR TRANSPLANT OF TENDON, CARPOMETACARPAL AREA OR DORSUM OF HAND; WITHOUT FREE GRAFT, EACH TENDON	\$4,495.00
26485	TRANSFER OR TRANSPLANT OF TENDON, PALMAR; WITHOUT FREE TENDON GRAFT, EACH TENDON	\$4,495.00
23670	OPEN TREATMENT OF SHOULDER DISLOCATION, WITH FRACTURE OF GREATER HUMERAL TUBEROSITY, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$4,598.00
25116	RADICAL EXCISION OF BURSA, SYNOVIA OF WRIST, OR FOREARM TENDON SHEATHS (EG, TENOSYNOVITIS, FUNGUS, TBC, OR OTHER GRANULOMAS, RHEUMATOID ARTHRITIS); EXTENSORS, WITH OR WITHOUT TRANSPOSITION OF DORSAL RETINACULUM	\$4,784.00
23140	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF CLAVICLE OR SCAPULA;	\$4,788.00
10060	Incision and drainage of abscess (eg, carbuncle, suppurative hidradenitis, cutaneous or subcutaneous abscess, cyst, furuncle, or paronychia); simple or single	\$4,821.00
10061	complicated or multiple	\$4,821.00
0232T	INJECTION, PLATELET RICH PLASMA	\$4,895.00
11400	EXCISION, BENIGN LESION, TRUNK, ARMS, OR LEGS, DIAMETER .5 CM OR LESS	\$4,895.00
11421	excised diameter 0.6 to 1.0 cm	\$4,895.00
11622	excised diameter 1.1 to 2.0 cm	\$4,895.00
11760	Repair of nailbed	\$4,895.00
12001	Simple repair of superficial wounds of scalp, neck, axillae, external genitalia, trunk and/or extremities (including hands and feet); 2.5 cm or less	\$4,895.00
12020	TREATMENT OF SUPERFICIAL WOUND DEHISCENCE; SIMPLE CLOSURE	\$4,895.00
12041	LAYERED CLOSURE, WOUNDS OF NECK, HANDS, FEET & EXT GENITALIA; 2.5 cm or less	\$4,895.00
12042	LAYER CLOSURE OF WOUND NECK, HANDS, FEET/EXT GENITALIA 2.6-7.5 CM	\$4,895.00
27380	SUTURE OF INFRAPATELLAR TENDON; PRIMARY	\$4,895.00
27570	MANIPULATION OF KNEE JOINT UNDER GENERAL ANESTHESIA (INCLUDES APPLICATION OF TRACTION OR OTHER FIXATION DEVICES)	\$4,895.00
27606	TENOTOMY, PERCUTANEOUS, ACHILLES TENDON (SEPARATE PROCEDURE); GENERAL ANESTHESIA	\$4,895.00
27658	REPAIR, FLEXOR TENDON, LEG; PRIMARY, WITHOUT GRAFT, EACH TENDON	\$4,895.00
28124	PART EXC BONE PHALANX TOE	\$4,895.00
28220	TENOLYSIS, FLEXOR, FOOT, SINGLE TENDON	\$4,895.00

44380	Ileoscopy	\$4,895.00
44385	ENDOSCOPIC EVALUATION OF SMALL INTESTINAL (ABDOMINAL OR PELVIC) POUCH; DIAGNOSTIC, WITH OR WITHOUT COLLECTION OF SPECIMEN(S) BY BRUSHING OR WASHING (SEPARATE PROCEDURE)	\$4,895.00
50690	INJECTION FOR URETER X-RAY	\$4,895.00
51610	Injection procedure for retrograde urethrocystography	\$4,895.00
52000	CYSTOURETHROSCOPY (SEPARATE PROCEDURE)	\$4,895.00
52317	LITHOLAPAXY: CRUSHING OR FRAGMENTATION OF CALCULUS BY ANY MEANS IN BLADDER AND REMOVAL OF FRAGMENTS; SIMPLE OR SMALL (LESS THAN 2.5 CM)	\$4,895.00
54060	DESTRUCTION OF LESION(S), PENIS (EG, CONDYLOMA, PAPILLOMA, MOLLUSCUM CONTAGIOSUM, HERPETIC VESICLE), SIMPLE; SURGICAL EXCISION	\$4,895.00
54065	DESTRUCTION OF LESION(S), PENIS (EG, CONDYLOMA, PAPILLOMA, MOLLUSCUM CONTAGIOSUM, HERPETIC VESICLE), EXTENSIVE (EG, LASER SURGERY, ELECTROSURGERY, CRYOSURGERY, CHEMOSURGERY)	\$4,895.00
54505	BIOPSY OF TESTIS, INCISIONAL (SEPARATE PROCEDURE)	\$4,895.00
55400	VASOVASOSTOMY, VASOVASORRHAPHY	\$4,895.00
56820	COLPOSCOPY OF VULVA	\$4,895.00
57065	DESTRUCTION OF VAGINAL LESION(S); EXTENSIVE (EG, LASER SURGERY, ELECTROSURGERY, CRYOSURGERY, CHEMOSURGERY)	\$4,895.00
58555	HYSTEROSCOPY, DIAGNOSTIC (SEPARATE PROCEDURE)	\$4,895.00
64704	NEUROPLASTY; NERVE OF HAND OR FOOT	\$4,895.00
73040	RAD EX SHOULDER ARTHROGR	\$4,895.00
74420	UROGRPH RETRO W/WO KUB	\$4,895.00
74425	Aspiration and/or injection of renal cyst or pelvis by needle	\$4,895.00
74450	RETROGRADE URETHROGRAM, RADIOLOGY S&I	\$4,895.00
28225	TENOLYSIS, EXTENSOR, FOOT; SINGLE TENDON	\$4,918.00
28104	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR, TARSAL OR METATARSAL, EXCEPT TALUS OR CALCANEUS;	\$4,919.00
27446	ARTHROPLASTY, KNEE, CONDYLE AND PLATEAU; MEDIAL OR LATERAL COMPARTMENT	\$42,228.00
27438	ARTHROPLASTY, PATELLA; WITH PROSTHESIS	\$49,480.00
11042	DEBRIDEMENT; SKIN, AND SUBCUTANEOUS TISSUE	\$5,043.00
14040	ADJACENT TISSUE TRANSFER OR REARRANGEMENT, FOREHEAD, CHEEKS, CHIN, MOUTH, NECK, AXILLAE, GENITALIA, HANDS AND/OR FEET; DEFECT 10 SQ CM OR LESS	\$5,043.00
26111	EXCISION, TUMOR, OR VASCULAR MALFORMATION, HAND OR FINGER; 1.5 CM OR GREATER	\$5,043.00
26113	EXCISION, TUMOR, SOFT TISSUE, OR VASCULAR MALFORMATION, OF HAND OR FINGER, SUBFASCIAL (EG, INTRAMUSCULAR); 1.5 CM OR GREATER	\$5,043.00
27603	INCISION AND DRAINAGE, LEG OR ANKLE; DEEP ABSCESS OR HEMATOMA	\$5,043.00
52300	CYSTOURETHROSCOPY; WITH RESECTION OR FULGURATION OF ORTHOTOPIC URETEROCELE(S), UNILATERAL OR BILATERAL	\$5,043.00
56501	Destruction of lesion(s), vulva; simple (eg, laser surgery, electrosurgery, cryosurgery, chemosurgery)	\$5,043.00
57420	Colposcopy of the entire vagina, with cervix if present;	\$5,043.00
57452	Colposcopy of the cervix including upper/adjacent vagina;	\$5,043.00
57454	with biopsy(s) of the cervix and endocervical curettage	\$5,043.00
57461	Colposcopy of the cervix including upper/adjacent vagina; with loop electrode conization of the cervix	\$5,043.00
58300	Insertion of intrauterine device (IUD)	\$5,043.00
66250	REVISION OR REPAIR OF OPERATIVE WOUND OF ANTERIOR SEGMENT, ANY TYPE, EARLY OR LATE, MAJOR OR MINOR PROCEDURE	\$5,049.00
55899	UNLISTED PROCEDURE, MALE GENITAL SYSTEM	\$5,068.00
55110	SCROTAL EXPLORATION	\$5,069.00
26860	ARTHRODESIS, INTERPHALANGEAL JOINT, WITH OR WITHOUT INTERNAL FIXATION;	\$5,150.00
0137T	BIOPSY, PROSTATE, NEEDLE, SATURATION SAMPLING FOR PROSTATE MAPPING	\$5,192.00
10121	INCISION AND REMOVAL OF FOREIGN BODY, SUBCUTANEOUS TISSUES; COMPLICATED	\$5,192.00
10180	INCISION AND DRAINAGE, COMPLEX, POSTOPERATIVE WOUND INFECTION	\$5,192.00

11043	DEBRIDEMENT; SKIN, SUBCUTANEOUS TISSUE, AND MUSCLE	\$5,192.00
11044	DEBRIDEMENT; SKIN, SUBCUTANEOUS TISSUE, MUSCLE, AND BONE	\$5,192.00
11752	EXC NAIL/AMP TUFT PHALNX	\$5,192.00
11981	Insertion, non-biodegradable drug delivery implant	\$5,192.00
12034	LAYER CLOSURE OF WOUNDS OF SCALP, AXILLAE, TRUNK AND/OR EXTREMITIES (EXCLUDING HANDS AND FEET); 7.6 CM TO 12.5 CM	\$5,192.00
12044	LAYER CLOSURE OF WOUNDS OF NECK, HANDS, FEET AND/OR EXTERNAL GENITALIA; 7.6 CM TO 12.5 CM	\$5,192.00
12051	REPAIR, INTERMEDIATE, WOUNDS OF FACE, EARS, EYELIDS, NOSE, LIPS AND/OR MUCOUS MEMBRANES; 2.5 CM OR LESS	\$5,192.00
13131	REPAIR, COMPLEX, FOREHEAD, CHEEKS, CHIN, MOUTH, NECK, AXILLAE, GENITALIA, HANDS AND/OR FEET; 1.1 CM TO 2.5 CM	\$5,192.00
13132	REPAIR, COMPLEX, FOREHEAD, CHEEKS, CHIN, MOUTH, NECK, AXILLAE, GENITALIA, HANDS AND/OR FEET; 2.6 CM TO 7.5 CM	\$5,192.00
13160	SECONDARY CLOSURE OF SURGICAL WOUND OR DEHISCENCE, EXTENSIVE OR COMPLICATED	\$5,192.00
15000	SURGICAL PREPARATION OR CREATION OF RECIPIENT SITE BY EXCISION OF OPEN WOUNDS, BURN ESCHAR, OR SCAR (INCLUDING SUBCUTANEOUS TISSUES); FIRST 100 SQ CM OR ONE PERCENT OF BODY AREA OF INFANTS AND CHILDREN	\$5,192.00
15350	APPLICATION OF ALLOGRAFT, SKIN; 100 SQ CM OR LESS	\$5,192.00
15365	TISSUE CULTURED ALLOGENEIC DERMAL SUBSTITUTE, FACE, SCALP, EYELIDS, MOUTH, NECK, EARS, ORBITS, GENITALIA, HANDS, FEET, AND/OR MULTIPLE DIGITS; FIRST 100 SQ CM OR LESS, OR ONE PERCENT OF BODY AREA OF INFANTS AND CHILDRE	\$5,192.00
17004	Destruction (eg, laser surgery, electrosurgery, cryosurgery, chemosurgery, surgical curettment), all benign or premalignant lesions (eg, actinic keratoses) other than skin tags or cutaneous vascular proliferative lesions, 15 or more lesions	\$5,192.00
17110	DESTRUCTION OF BENIGN LESIONS OTHER THAN SKIN TAGS OR CUTANEOUS VASCULAR LESIONS; UP TO 14 LESIONS	\$5,192.00
19290	PREOPERATIVE PLACEMENT OF NEEDLE LOCALIZATION WIRE, BREAST;	\$5,192.00
20102	EXPLORATION OF PENETRATING WOUND; ABDOMEN/FLANK	\$5,192.00
20103	EXPLORATION OF PENETRATING WOUND; EXTREMITY	\$5,192.00
20225	BIOPSY, BONE, TROCER, OR NEEDLE; DEEP (EG, VERTEBRAL BODY, FEMUR)	\$5,192.00
20240	BIOPSY, BONE, OPEN; SUPERFICIAL (EG, ILIUM, STERNUM, SPINOUS PROCESS, RIBS, TROCHANTER OF FEMUR)	\$5,192.00
20690	APPLICATION OF A UNIPLANE (PINS OR WIRES IN ONE PLANE), UNILATERAL, EXTERNAL FIXATION SYSTEM	\$5,192.00
21501	INCISION AND DRAINAGE, DEEP ABSCESS OR HEMATOMA, SOFT TISSUES OF NECK OR THORAX;	\$5,192.00
21554	EXCISION, TUMOR, SOFT TISSUE OF NECK OR ANTERIOR THORAX, SUBFASCIAL (EG, INTRAMUSCULAR); 5 CM OR GREATER	\$5,192.00
21555	EXCISION TUMOR, SOFT TISSUE OF NECK OR THORAX; SUBCUTANEOUS	\$5,192.00
21899	REPAIR OF PECTORALIS MAJOR	\$5,192.00
21930	EXCISION, TUMOR, SOFT TISSUE OF BACK OR FLANK	\$5,192.00
21931	3 cm or greater	\$5,192.00
21932	EXCISION, TUMOR, SOFT TISSUE OF BACK OR FLANK, SUBFASCIAL (EG, INTRAMUSCULAR); LESS THAN 5 CM	\$5,192.00
21933	EXCISION, TUMOR, SOFT TISSUE OF BACK OR FLANK, SUBFASCIAL (EG, INTRAMUSCULAR); 5 CM OR GREATER	\$5,192.00
22505	MANIPULATION OF SPINE REQUIRING ANESTHESIA, ANY REGION	\$5,192.00
23071	3 cm or greater	\$5,192.00
23073	EXCISION TUMOR, SOFT TISSUE OF SHOULDER AREA, SUBFACIAL, 5 CM OR GREATER	\$5,192.00
23075	EXCISION, SOFT TISSUE TUMOR, SHOULDER AREA; SUBCUTANEOUS	\$5,192.00
23076	EXCISION, SOFT TISSUE TUMOR, SHOULDER AREA; DEEP, SUBFASCIAL, OR INTRAMUSCULAR	\$5,192.00
23931	INCISION AND DRAINAGE, UPPER ARM OR ELBOW AREA; BURSA	\$5,192.00
24200	Removal of foreign body, upper arm or elbow area; subcutaneous	\$5,192.00
24343	REPAIR LATERAL COLLATERAL LIGAMENT, ELBOW, WITH LOCAL TISSUE	\$5,192.00
24345	REPAIR MEDIAL COLLATERAL LIGAMENT, ELBOW, WITH LOCAL TISSUE	\$5,192.00
25075	EXCISION, TUMOR, SOFT TISSUE OF FOREARM AND/OR WRIST AREA; SUBCUTANEOUS	\$5,192.00
25118	SYNOVECTOMY, EXTENSOR TENDON SHEATH, WRIST, SINGLE COMPARTMENT;	\$5,192.00
25151	PARTIAL EXCISION (CRATERIZATION, SAUCERIZATION, OR DIAPHYSECTOMY) OF BONE (EG, FOR OSTEOMYELITIS); RADIUS	\$5,192.00
25390	OSTEOPLASTY, RADIUS OR ULNA; SHORTENING	\$5,192.00
25600	Closed treatment of distal radial fracture (eg, Colles or Smith type) or epiphyseal separation, with or without fracture of ulnar styloid; without manipulation	\$5,192.00
26011	DRAINAGE OF FINGER ABSCESS; COMPLICATED (EG, FELON)	\$5,192.00

26116	EXCISION, TUMOR OR VASCULAR MALFORMATION, SOFT TISSUE OF HAND OR FINGER; DEEP (SUBFASCIAL OR INTRAMUSCULAR)	\$5,192.00
26605	CLOSED TREATMENT OF METACARPAL FRACTURE, SINGLE; WITH MANIPULATION, EACH BONE	\$5,192.00
26650	PERCUTANEOUS SKELETAL FIXATION OF CARPOMETACARPAL FRACTURE DISLOCATION, THUMB (BENNETT FRACTURE), WITH MANIPULATION, WITH OR WITHOUT EXTERNAL FIXATION	\$5,192.00
26676	PERCUTANEOUS SKELETAL FIXATION OF CARPOMETACARPAL DISLOCATION, OTHER THAN THUMB, WITH MANIPULATION, EACH JOINT	\$5,192.00
26725	CLOSED TX PHALANX FX WITH MANIP	\$5,192.00
26742	CLOSED TREATMENT OF ARTICULAR FRACTURE, INVOLVING METACARPOPHALANGEAL OR INTERPHALANGEAL JOINT; WITH MANIPULATION, EACH	\$5,192.00
26776	PERCUTANEOUS SKELETAL FIXATION OF INTERPHALANGEAL JOINT DISLOCATION, SINGLE, WITH MANIPULATION	\$5,192.00
26951	AMPUTATION, FINGER OR THUMB, PRIMARY OR SECONDARY, ANY JOINT OR PHALANX, SINGLE, INCLUDING NEURECTOMIES; WITH DIRECT CLOSURE	\$5,192.00
27305	FASCIOTOMY, ILIOTIBIAL (TENOTOMY), OPEN	\$5,192.00
27337	EXCISION TUMOR, SOFT TISSUE OF THIGH OR KNEE AREA, 3 CM OR GREATER	\$5,192.00
27599	UNLISTED PROCEDURE, FEMUR OR KNEE	\$5,192.00
27610	ARTHROTOMY, ANKLE, INCLUDING EXPLORATION, DRAINAGE, OR REMOVAL OF FOREIGN BODY	\$5,192.00
27640	PARTIAL EXCISION (CRATERIZATION, SAUCERIZATION, OR DIAPHYSECTOMY) BONE (EG, OSTEOMYELITIS OR EXOSTOSIS); TIBIA	\$5,192.00
27664	REPAIR, EXTENSOR TENDON, LEG; PRIMARY, WITHOUT GRAFT, EACH TENDON	\$5,192.00
27665	REPAIR, EXTENSOR TENDON, LEG; SECONDARY, WITH OR WITHOUT GRAFT, EACH TENDON	\$5,192.00
27829	OPEN TREATMENT OF DISTAL TIBIOFIBULAR JOINT (SYNDESMOSIS) DISRUPTION, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$5,192.00
28024	ARTHROTOMY, INCLUDING EXPLORATION, DRAINAGE, OR REMOVAL OF LOOSE OR FOREIGN BODY; INTERPHALANGEAL JOINT	\$5,192.00
28041	EXCISION, TUMOR, SOFT TISSUE OF FOOT OR TOE, SUBFASCIAL; 1.5 CM OR GREATER	\$5,192.00
28043	EXCISION, TUMOR, FOOT; SUBCUTANEOUS TISSUE	\$5,192.00
28054	ARTHROTOMY WITH BIOPSY; INTERPHALANGEAL JOINT	\$5,192.00
28060	FASCIECTOMY, PLANTAR FASCIA; PARTIAL (SEPARATE PROCEDURE)	\$5,192.00
28086	SYNOVECTOMY, TENDON SHEATH, FOOT; FLEXOR	\$5,192.00
28100	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR, TALUS OR CALCANEUS;	\$5,192.00
28190	Removal of foreign body, foot; subcutaneous	\$5,192.00
28192	REMOVAL OF FOREIGN BODY, FOOT; DEEP	\$5,192.00
28232	TENOTOMY OPEN FLEX TOE	\$5,192.00
28234	TENOTOMY, OPEN, EXTENSOR, FOOT OR TOE, EACH TENDON	\$5,192.00
28240	TENOTOMY, LENGTHENING, OR RELEASE, ABDUCTOR HALLUCIS MUSCLE	\$5,192.00
28280	SYNDACTYLIZATION, TOES (EG, WEBBING OR KELIKIAN TYPE PROCEDURE)	\$5,192.00
28304	OSTEOTOMY, TARSAL BONES, OTHER THAN CALCANEUS OR TALUS;	\$5,192.00
28476	PERCUTANEOUS SKELETAL FIXATION OF METATARSAL FRACTURE, WITH MANIPULATION, EACH	\$5,192.00
28496	PERCUTANEOUS SKELETAL FIXATION OF FRACTURE GREAT TOE, PHALANX OR PHALANGES, WITH MANIPULATION	\$5,192.00
28515	with manipulation, each	\$5,192.00
28606	PERCUTANEOUS SKELETAL FIXATION OF TARSOMETATARSAL JOINT DISLOCATION, WITH MANIPULATION	\$5,192.00
28810	AMPUTATION, METATARSAL, WITH TOE, SINGLE	\$5,192.00
28820	AMPUTATION, TOE; METATARSOPHALANGEAL JOINT	\$5,192.00
28825	AMPUTATION, TOE; INTERPHALANGEAL JOINT	\$5,192.00
38510	BIOPSY OR EXCISION OF LYMPH NODE(S); OPEN, DEEP CERVICAL NODE(S)	\$5,192.00
38525	BIOPSY OR EXCISION OF LYMPH NODE(S); OPEN, DEEP AXILLARY NODE(S)	\$5,192.00
42440	EXCISION OF SUBMANDIBULAR (SUBMAXILLARY) GLAND	\$5,192.00
45005	INCISION AND DRAINAGE OF SUBMUCOSAL ABSCESS, RECTUM	\$5,192.00
45170	EXCISION OF RECTAL TUMOR, TRANSANAL APPROACH	\$5,192.00

46220	PAPILLECTOMY OR EXCISION OF SINGLE TAG, ANUS (SEPARATE PROCEDURE)	\$5,192.00
46221	HEMORRHOIDECTOMY SIMPLE LIGATURE	\$5,192.00
51050	CYSTOLITHOTOMY, CYSTOTOMY WITH REMOVAL OF CALCULUS, WITHOUT VESICAL NECK RESECTION	\$5,192.00
51720	BLADDER INSTILLATION OF ANTICARCINOGENIC AGENT	\$5,192.00
52250	CYSTOURETHROSCOPY WITH INSERTION OF RADIOACTIVE SUBSTANCE, WITH OR WITHOUT BIOPSY OR FULGURATION	\$5,192.00
52275	CYSTOURETHROSCOPY, WITH INTERNAL URETHROTOMY; MALE	\$5,192.00
52283	CYSTOURETHROSCOPY, WITH STEROID INJECTION INTO STRICTURE	\$5,192.00
52305	CYSTOURETHROSCOPY; WITH INCISION OR RESECTION OF ORIFICE OF BLADDER DIVERTICULUM, SINGLE OR MULTIPLE	\$5,192.00
52315	CYSTOURETHROSCOPY, WITH REMOVAL OF FOREIGN BODY, CALCULUS, OR URETERAL STENT FROM URETHRA OR BLADDER (SEPARATE PROCEDURE); COMPLICATED	\$5,192.00
52640	TRANSURETHRAL RESECTION; OF POSTOPERATIVE BLADDER NECK CONTRACTURE	\$5,192.00
53020	MEATOTOMY, CUTTING OF MEATUS (SEPARATE PROCEDURE); EXCEPT INFANT	\$5,192.00
53040	DRAINAGE OF DEEP PERIURETHRAL ABSCESS	\$5,192.00
53230	EXCISION OF URETHRAL DIVERTICULUM (SEPARATE PROCEDURE); FEMALE	\$5,192.00
53250	EXCISION OF BULBOURETHRAL GLAND (COWPERS GLAND)	\$5,192.00
53260	EXCISION OR FULGURATION; URETHRAL POLYP(S), DISTAL URETHRA	\$5,192.00
53275	EXCISION OR FULGURATION; URETHRAL PROLAPSE	\$5,192.00
53605	DILATION OF URETHRAL STRICTURE OR VESICAL NECK BY PASSAGE OF SOUND OR URETHRAL DILATOR, MALE, GENERAL OR CONDUCTION (SPINAL) ANESTHESIA	\$5,192.00
54162	LYSIS OR EXCISION OF PENILE POST-CIRCUMCISION ADHESIONS	\$5,192.00
54164	FRENULOTOMY OF PENIS	\$5,192.00
55920	PLACEMENT OF NEEDLE/CATHETER INTO PELVIC ORGANS FOR RADIOELEMENT APPLICATION	\$5,192.00
56440	MARSUPIALIZATION OF BARTHOLINS GLAND CYST	\$5,192.00
57100	UNLISTED PROCEDURE, FEMALE GENITAL SYSTEM	\$5,192.00
57150	Irrigation of vagina and/or application of medicament for treatment of bacterial, parasitic, or fungoid disease	\$5,192.00
57456	COLPOSCOPY CERVIX/VAG W/ ENDOCERVIX CURETTAGE	\$5,192.00
58120	DILATION AND CURETTAGE, DIAGNOSTIC AND/OR THERAPEUTIC (NONOBSTETRICAL)	\$5,192.00
58559	HYSTEROSCOPY, SURGICAL; WITH LYSIS OF INTRAUTERINE ADHESIONS (ANY METHOD)	\$5,192.00
58999	UNLISTED PROCEDURE, FEMALE GENITAL SYSTEM	\$5,192.00
62264	Percutaneous lysis of epidural adhesions using solution injection (eg, hypertonic saline, enzyme) or mechanical means (eg, catheter) including radiologic localization (includes contrast when administered) one day	\$5,192.00
62350	IMPLANTATION, REVISION OR REPOSITIONING OF TUNNELED INTRATHECAL OR EPIDURAL CATHETER, FOR LONG-TERM MEDICATION ADMINISTRATION VIA AN EXTERNAL PUMP OR IMPLANTABLE RESERVOIR/INFUSION PUMP; WITHOUT LAMINECTOMY	\$5,192.00
63650	PERCUTANEOUS IMPLANTATION OF NEUROSTIMULATOR ELECTRODE ARRAY, EPIDURAL	\$5,192.00
63685	INCISION AND SUBCUTANEOUS PLACEMENT OF SPINAL NEUROSTIMULATOR PULSE GENERATOR OR RECEIVER, DIRECT OR INDUCTIVE COUPLING	\$5,192.00
64708	NEUROPLASTY, MAJOR PERIPHERAL NERVE, ARM OR LEG; OTHER THAN SPECIFIED	\$5,192.00
64713	NEUROPLASTY, MAJOR PERIPHERAL NERVE, ARM OR LEG; BRACHIAL PLEXUS	\$5,192.00
64719	NEUROPLASTY AND/OR TRANSPOSITION; ULNAR NERVE AT WRIST	\$5,192.00
64778	EXCISION OF NEUROMA; DIGITAL NERVE, EACH ADDITIONAL DIGIT (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$5,192.00
64787	IMPLANTATION OF NERVE END INTO BONE OR MUSCLE (LIST SEPARATELY IN ADDITION TO NEUROMA EXCISION)	\$5,192.00
57415	REMOVAL OF IMPACTED VAGINAL FOREIGN BODY (SEPARATE PROCEDURE) UNDER ANESTHESIA	\$5,210.00
54150	CIRCUMCISION, USING CLAMP OR OTHER DEVICE;	\$5,220.00
54512	EXCISION OF EXTRAPARENCHYMAL LESION OF TESTIS	\$5,220.00
64831	SUTURE OF DIGITAL NERVE, HAND OR FOOT; ONE NERVE	\$5,229.00
11771	EXCISION OF PILONIDAL CYST OR SINUS; EXTENSIVE	\$5,255.00
27043	EXCISION, TUMOR, SOFT TISSUE OF PELVIS AND HIP AREA, SUBCUTANEOUS; 3 CM OR GREATER	\$5,255.00
29848	ENDOSCOPY, WRIST, SURGICAL, WITH RELEASE OF TRANSVERSE CARPAL LIGAMENT	\$5,488.00

53665	DILATION OF FEMALE URETHRA, GENERAL OR CONDUCTION (SPINAL) ANESTHESIA	\$5,519.00
23180	PARTIAL EXCISION (CRATERIZATION, SAUCERIZATION, OR DIAPHYSECTOMY) BONE (EG, OSTEOMYELITIS), CLAVICLE	\$5,562.00
27310	ARTHROTOMY, KNEE, WITH EXPLORATION, DRAINAGE, OR REMOVAL OF FOREIGN BODY (EG, INFECTION)	\$5,562.00
27355	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF FEMUR;	\$5,562.00
27871	ARTHRODESIS, TIBIOFIBULAR JOINT, PROXIMAL OR DISTAL	\$5,562.00
28320	REPAIR, NONUNION OR MALUNION; TARSAL BONES	\$5,562.00
49321	LAPAROSCOPY, SURGICAL; WITH BIOPSY (SINGLE OR MULTIPLE)	\$5,562.00
49322	LAPAROSCOPY, SURGICAL; WITH ASPIRATION OF CAVITY OR CYST (EG, OVARIAN CYST) (SINGLE OR MULTIPLE)	\$5,562.00
49329	UNLISTED LAPAROSCOPY PROCEDURE, ABDOMEN, PERITONEUM AND OMENTUM	\$5,562.00
52320	CYSTOURETHROSCOPY (INCLUDING URETERAL CATHETERIZATION); WITH REMOVAL OF URETERAL CALCULUS	\$5,562.00
54530	ORCHIECTOMY, RADICAL, FOR TUMOR; INGUINAL APPROACH	\$5,562.00
58353	ENDOMETRIAL ABLATION, THERMAL, WITHOUT HYSTEROSCOPIC GUIDANCE	\$5,562.00
45171	EXCISION OF RECTAL TUMOR, TRANSANAL APPROACH; NOT INCLUDING MUSCULARIS PROPRIA (IE, PARTIAL THICKNESS)	\$5,592.00
46260	HEMORRHOIDECTOMY, INTERNAL AND EXTERNAL, COMPLEX OR EXTENSIVE;	\$5,592.00
11750	Excision of nail and nail matrix, partial or complete, (eg, ingrown or deformed nail) for permanent removal;	\$5,637.00
13121	REPAIR, COMPLEX, SCALP, ARMS, AND/OR LEGS; 2.6 CM TO 7.5 CM	\$5,637.00
13122	REPAIR, COMPLEX, SCALP, ARMS, AND/OR LEGS ea additional 5cm	\$5,637.00
17106	Destruction of cutaneous vascular proliferative lesions (eg, laser technique); less than 10 sq cm	\$5,637.00
19120	EXCISION OF CYST, FIBROADENOMA, OR OTHER BENIGN OR MALIGNANT TUMOR, ABERRANT BREAST TISSUE, DUCT LESION, NIPPLE OR AREOLAR LESION (EXCEPT 19140), OPEN, MALE OR FEMALE, ONE OR MORE LESIONS	\$5,637.00
19125	EXCISION OF BREAST LESION IDENTIFIED BY PREOPERATIVE PLACEMENT OF RADIOLOGICAL MARKER, OPEN; SINGLE LESION	\$5,637.00
20670	REMOVAL OF IMPLANT; SUPERFICIAL, (EG, BURIED WIRE, PIN OR ROD) (SEPARATE PROCEDURE)	\$5,637.00
20900	BONE GRAFT, ANY DONOR AREA; MINOR OR SMALL (EG, DOWEL OR BUTTON)	\$5,637.00
23031	INCISION AND DRAINAGE, SHOULDER AREA; INFECTED BURSA	\$5,637.00
23550	OPEN TREATMENT OF ACROMIOCLAVICULAR DISLOCATION, ACUTE OR CHRONIC;	\$5,637.00
24160	IMPLANT REMOVAL; ELBOW JOINT	\$5,637.00
24340	TENODESIS OF BICEPS TENDON AT ELBOW (SEPARATE PROCEDURE)	\$5,637.00
24356	FASCIOTOMY, LATERAL OR MEDIAL (EG, TENNIS ELBOW OR EPICONDYLITIS); WITH PARTIAL OSTECTOMY	\$5,637.00
24358	debridement, soft tissue and/or bone, open	\$5,637.00
24999	UNLIS PROC HUMERUS/ELBOW	\$5,637.00
25000	INCISION, EXTENSOR TENDON SHEATH, WRIST (EG, DEQUERVAINS DISEASE)	\$5,637.00
25076	EXCISION, TUMOR, SOFT TISSUE OF FOREARM AND/OR WRIST AREA; DEEP (SUBFASCIAL OR INTRAMUSCULAR)	\$5,637.00
25210	CARPECTOMY; ONE BONE	\$5,637.00
25310	TENDON TRANSPLANTATION OR TRANSFER, FLEXOR OR EXTENSOR, FOREARM AND/OR WRIST, SINGLE; EACH TENDON	\$5,637.00
25320	CAPSULORRHAPHY OR RECONSTRUCTION, WRIST, OPEN (EG, CAPSULODESIS, LIGAMENT REPAIR, TENDON TRANSFER OR GRAFT) (INCLUDES SYNOVECTOMY, CAPSULOTOMY AND OPEN REDUCTION) FOR CARPAL INSTABILITY	\$5,637.00
25515	OPEN TREATMENT OF RADIAL SHAFT FRACTURE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$5,637.00
25605	CLOSED TREATMENT OF DISTAL RADIAL FRACTURE (EG, COLLES OR SMITH TYPE) OR EPIPHYSEAL SEPARATION, WITH OR WITHOUT FRACTURE OF ULNAR STYLOID; WITH MANIPULATION	\$5,637.00
25611	PERCUTANEOUS SKELETAL FIXATION OF DISTAL RADIAL FRACTURE (EG, COLLES OR SMITH TYPE) OR EPIPHYSEAL SEPARATION, WITH OR WITHOUT FRACTURE OF ULNAR STYLOID, REQUIRING MANIPULATION, WITH OR WITHOUT EXTERNAL FIXATION	\$5,637.00
26410	REPAIR, EXTENSOR TENDON, HAND, PRIMARY OR SECONDARY; WITHOUT FREE GRAFT, EACH TENDON	\$5,637.00
26418	REPAIR, EXTENSOR TENDON, FINGER, PRIMARY OR SECONDARY; WITHOUT FREE GRAFT, EACH TENDON	\$5,637.00
26426	REPAIR OF EXTENSOR TENDON, CENTRAL SLIP, SECONDARY (EG, BOUTONNIERE DEFORMITY); USING LOCAL TISSUE(S), INCLUDING LATERAL BAND(S), EACH FINGER	\$5,637.00
26432	CLOSED TREATMENT OF DISTAL EXTENSOR TENDON INSERTION, WITH OR WITHOUT PERCUTANEOUS PINNING (EG, MALLET FINGER)	\$5,637.00
26433	REPAIR OF EXTENSOR TENDON, DISTAL INSERTION, PRIMARY OR SECONDARY; WITHOUT GRAFT (EG, MALLET FINGER)	\$5,637.00

26437	REALIGNMENT OF EXTENSOR TENDON, HAND, EACH TENDON	\$5,637.00
26520	CAPSULECTOMY OR CAPSULOTOMY; METACARPOPHALANGEAL JOINT, EACH JOINT	\$5,637.00
27328	EXCISION, TUMOR, THIGH OR KNEE AREA; DEEP, SUBFASCIAL, OR INTRAMUSCULAR	\$5,637.00
27340	EXCISION, PREPATELLAR BURSA	\$5,637.00
27418	ANTERIOR TIBIAL TUBERCLEPLASTY (EG, MAQUET TYPE PROCEDURE)	\$5,637.00
27619	EXCISION, TUMOR, LEG OR ANKLE AREA; DEEP (SUBFASCIAL OR INTRAMUSCULAR)	\$5,637.00
27630	EXCISION OF LESION OF TENDON SHEATH OR CAPSULE (EG, CYST OR GANGLION), LEG AND/OR ANKLE	\$5,637.00
27635	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR, TIBIA OR FIBULA;	\$5,637.00
27652	REPAIR, PRIMARY, OPEN OR PERCUTANEOUS, RUPTURED ACHILLES TENDON; WITH GRAFT (INCLUDES OBTAINING GRAFT)	\$5,637.00
27687	GASTROCNEMIUS RESECTION (EG, STRAYER PROCEDURE)	\$5,637.00
27726	REPAIR OF FIBULA NONUNION/MALUNION WITH INTERNAL FIXATION	\$5,637.00
27822	OPEN TREATMENT OF TRIMALLEOLAR ANKLE FRACTURE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION, MEDIAL AND/OR LATERAL MALLEOLUS; WITHOUT FIXATION OF POSTERIOR LIP	\$5,637.00
27999	Unlisted procedure, leg or ankle	\$5,637.00
28002	INCISION AND DRAINAGE BELOW FASCIA, WITH OR WITHOUT TENDON SHEATH INVOLVEMENT, FOOT; SINGLE BURSAL SPACE	\$5,637.00
28010	Tenotomy, percutaneous, toe; single tendon	\$5,637.00
28011	TENOTOMY, PERCUTANEOUS, TOE; MULTIPLE TENDONS	\$5,637.00
28039	EXCISION SOFT TISSUE FOOT/TOE, SUBCUTANEOUS, 1.5 CM OR GREATER	\$5,637.00
28070	SYNOVECTOMY; INTERTARSAL OR TARSOMETATARSAL JOINT, EACH	\$5,637.00
28103	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR, TALUS OR CALCANEUS; WITH ALLOGRAFT	\$5,637.00
28106	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR, TARSAL OR METATARSAL, EXCEPT TALUS OR CALCANEUS; WITH ILIAC OR OTHER AUTOGRAFT (INCLUDES OBTAINING GRAFT)	\$5,637.00
28107	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR, TARSAL OR METATARSAL, EXCEPT TALUS OR CALCANEUS; WITH ALLOGRAFT	\$5,637.00
28110	OSTECTOMY, PARTIAL EXCISION, FIFTH METATARSAL HEAD (BUNIONETTE) (SEPARATE PROCEDURE)	\$5,637.00
28111	OSTECTOMY, COMPLETE EXCISION; FIRST METATARSAL HEAD	\$5,637.00
28112	OSTECTOMY, COMPLETE EXCISION; OTHER METATARSAL HEAD (SECOND, THIRD OR FOURTH)	\$5,637.00
28113	OSTECTOMY, COMPLETE EXCISION; FIFTH METATARSAL HEAD	\$5,637.00
28114	OSTECTOMY, COMPLETE EXCISION; ALL METATARSAL HEADS, WITH PARTIAL PROXIMAL PHALANGECTOMY, EXCLUDING FIRST METATARSAL (EG, CLAYTON TYPE PROCEDURE)	\$5,637.00
28116	OSTECTOMY, EXCISION OF TARSAL COALITION	\$5,637.00
28126	RESECTION, PARTIAL OR COMPLETE, PHALANGEAL BASE, EACH TOE	\$5,637.00
28140	METATARSECTOMY	\$5,637.00
28150	PHALANGECTOMY, TOE, EACH TOE	\$5,637.00
28160	HEMIPHALANGECTOMY OR INTERPHALANGEAL JOINT EXCISION, TOE, PROXIMAL END OF PHALANX, EACH	\$5,637.00
28208	REPAIR, TENDON, EXTENSOR, FOOT; PRIMARY OR SECONDARY, EACH TENDON	\$5,637.00
28210	REPAIR, TENDON, EXTENSOR, FOOT; SECONDARY WITH FREE GRAFT, EACH TENDON (INCLUDES OBTAINING GRAFT)	\$5,637.00
28250	DIVISION OF PLANTAR FASCIA AND MUSCLE (EG, STEINDLER STRIPPING) (SEPARATE PROCEDURE)	\$5,637.00
28260	CAPSULECTOMY, MIDFOOT; MEDIAL RELEASE ONLY (SEPARATE PROCEDURE)	\$5,637.00
28261	CAPSULECTOMY, MIDFOOT; WITH TENDON LENGTHENING	\$5,637.00
28288	OSTECTOMY, PARTIAL, EXOSTECTOMY OR CONDYLECTOMY, METATARSAL HEAD, EACH METATARSAL HEAD	\$5,637.00
28293	CORRECTION, HALLUX VALGUS (BUNION), WITH OR WITHOUT SESAMOIDECTOMY; RESECTION OF JOINT WITH IMPLANT	\$5,637.00
28294	CORRECTION, HALLUX VALGUS (BUNION), WITH OR WITHOUT SESAMOIDECTOMY; WITH TENDON TRANSPLANTS (EG, JOPLIN TYPE PROCEDURE)	\$5,637.00
28297	CORRECTION, HALLUX VALGUS (BUNION), WITH OR WITHOUT SESAMOIDECTOMY; LAPIDUS TYPE PROCEDURE	\$5,637.00
28310	OSTEOTOMY, SHORTENING, ANGULAR OR ROTATIONAL CORRECTION; PROXIMAL PHALANX, FIRST TOE (SEPARATE PROCEDURE)	\$5,637.00
28312	OSTEOTOMY, SHORTENING, ANGULAR OR ROTATIONAL CORRECTION; OTHER PHALANGES, ANY TOE	\$5,637.00
28345	RECONSTRUCTION, TOE(S); SYNDACTYLY, WITH OR WITHOUT SKIN GRAFT(S), EACH WEB	\$5,637.00

28415	OPEN TREATMENT OF CALCANEAL FRACTURE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION;	\$5,637.00
28445	OPEN TREATMENT OF TALUS FRACTURE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$5,637.00
28446	OPEN OSTEOCHONDRAL AUTOGRAFT	\$5,637.00
28456	PERCUTANEOUS SKELETAL FIXATION OF TARSAL BONE FRACTURE (EXCEPT TALUS AND CALCANEUS), WITH MANIPULATION, EACH	\$5,637.00
28465	OPEN TREATMENT OF TARSAL BONE FRACTURE (EXCEPT TALUS AND CALCANEUS), WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION, EACH	\$5,637.00
28666	PERCUTANEOUS SKELETAL FIXATION OF INTERPHALANGEAL JOINT DISLOCATION, WITH MANIPULATION	\$5,637.00
29800	ARTHROSCOPY, TEMPOROMANDIBULAR JOINT, DIAGNOSTIC, WITH OR WITHOUT SYNOVIAL BIOPSY (SEPARATE PROCEDURE)	\$5,637.00
29805	ARTHROSCOPY, SHOULDER, DIAGNOSTIC, WITH OR WITHOUT SYNOVIAL BIOPSY (SEPARATE PROCEDURE)	\$5,637.00
29820	ARTHROSCOPY, SHOULDER, SURGICAL; SYNOVECTOMY, PARTIAL	\$5,637.00
29821	ARTHROSCOPY, SHOULDER, SURGICAL; SYNOVECTOMY, COMPLETE	\$5,637.00
29836	ARTHROSCOPY, ELBOW, SURGICAL; SYNOVECTOMY, COMPLETE	\$5,637.00
29845	ARTHROSCOPY, WRIST, SURGICAL; SYNOVECTOMY, COMPLETE	\$5,637.00
29846	ARTHROSCOPY, WRIST, SURGICAL; EXCISION AND/OR REPAIR OF TRIANGULAR FIBROCARILAGE AND/OR JOINT DEBRIDEMENT	\$5,637.00
29894	ARTHROSCOPY, ANKLE (TIBIOTALAR AND FIBULOTALAR JOINTS), SURGICAL; WITH REMOVAL OF LOOSE BODY OR FOREIGN BODY	\$5,637.00
29895	ARTHROSCOPY, ANKLE (TIBIOTALAR AND FIBULOTALAR JOINTS), SURGICAL; SYNOVECTOMY, PARTIAL	\$5,637.00
29906	ARTHROSCOPY, SUBTALAR, WITH DEBRIDEMENT	\$5,637.00
46255	HEMORRHOIDECTOMY, INTERNAL AND EXTERNAL, SIMPLE;	\$5,637.00
46257	HEMORRHOIDECTOMY, INTERNAL AND EXTERNAL, SIMPLE; WITH FISSURECTOMY	\$5,637.00
49505	REPAIR INITIAL INGUINAL HERNIA, AGE 5 YEARS OR OVER; REDUCIBLE	\$5,637.00
52450	TRANSURETHRAL INCISION OF PROSTATE	\$5,637.00
52500	TRANSURETHRAL RESECTION OF BLADDER NECK (SEPARATE PROCEDURE)	\$5,637.00
53899	BOTOX INJECTION, PERIURETHRAL	\$5,637.00
54000	SLITTING OF PREPUCE, DORSAL OR LATERAL (SEPARATE PROCEDURE); NEWBORN	\$5,637.00
54340	REPAIR OF HYPOSPADIAS COMPLICATIONS (IE, FISTULA, STRICTURE, DIVERTICULA); BY CLOSURE, INCISION, OR EXCISION, SIMPLE	\$5,637.00
54360	PLASTIC OPERATION ON PENIS TO CORRECT ANGULATION	\$5,637.00
54640	ORCHIOPEXY, INGUINAL APPROACH, WITH OR WITHOUT HERNIA REPAIR	\$5,637.00
54660	INSERTION OF TESTICULAR PROSTHESIS (SEPARATE PROCEDURE)	\$5,637.00
54830	EXCISION OF LOCAL LESION OF EPIDIDYMIS	\$5,637.00
57720	TRACHELORRHAPHY, PLASTIC REPAIR OF UTERINE CERVIX, VAGINAL APPROACH	\$5,637.00
58145	MYOMECTOMY, EXCISION OF FIBROID TUMOR(S) OF UTERUS, 1 TO 4 INTRAMURAL MYOMA(S) WITH TOTAL WEIGHT OF 250 GRAMS OR LESS AND/OR REMOVAL OF SURFACE MYOMAS; VAGINAL APPROACH	\$5,637.00
58400	Uterine suspension, with or without shortening of round ligaments, with or without shortening of sacrouterine ligaments; (separate procedure)	\$5,637.00
58578	UNLISTED LAPAROSCOPY PROCEDURE; UTERUS	\$5,637.00
60512	PARATHYROID AUTOTRANSPLANTATION (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$5,637.00
64580	INCISION FOR IMPLANTATION OF NEUROSTIMULATOR ELECTRODES; NEUROMUSCULAR	\$5,637.00
64776	EXCISION OF NEUROMA; DIGITAL NERVE, ONE OR BOTH, SAME DIGIT	\$5,637.00
64782	EXCISION OF NEUROMA; HAND OR FOOT, EXCEPT DIGITAL NERVE	\$5,637.00
64784	EXCISION OF NEUROMA; MAJOR PERIPHERAL NERVE, EXCEPT SCIATIC	\$5,637.00
64790	EXCISION OF NEUROFIBROMA OR NEUROLEMMOMA; MAJOR PERIPHERAL NERVE	\$5,637.00
67311	STRABISMUS SURGERY, RECESSON OR RESECTION PROCEDURE; ONE HORIZONTAL MUSCLE	\$5,637.00
67312	STRABISMUS SURGERY, RECESSON OR RESECTION PROCEDURE; TWO HORIZONTAL MUSCLES	\$5,637.00
60220	Total thyroid lobectomy, unilateral; with or without isthmusectomy	\$5,652.00
19301	MASTECTOMY, PARTIAL (EG, LUMPECTOMY, TYLECTOMY, QUADRANTECTOMY, SEGMENTECTOMY);	\$5,768.00

67316	STRABISMUS SURGERY, RECESSON OR RESECTION PROCEDURE; TWO OR MORE VERTICAL MUSCLES (EXCLUDING SUPERIOR OBLIQUE)	\$5,768.00
25101	ARTHROTOMY, WRIST JOINT; WITH JOINT EXPLORATION, WITH OR WITHOUT BIOPSY, WITH OR WITHOUT REMOVAL OF LOOSE OR FOREIGN BODY	\$5,785.00
27600	DECOMPRESSION FASCIOTOMY, LEG; ANTERIOR AND/OR LATERAL COMPARTMENTS ONLY	\$5,785.00
27676	REPAIR, DISLOCATING PERONEAL TENDONS; WITH FIBULAR OSTEOTOMY	\$5,785.00
28525	OPEN TREATMENT OF FRACTURE, PHALANX OR PHALANGES, OTHER THAN GREAT TOE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION, EACH	\$5,785.00
28531	OPEN TREATMENT OF SESAMOID FRACTURE, WITH OR WITHOUT INTERNAL FIXATION	\$5,785.00
29819	ARTHROSCOPY, SHOULDER, SURGICAL; WITH REMOVAL OF LOOSE BODY OR FOREIGN BODY	\$5,785.00
29891	ARTHROSCOPY, ANKLE, SURGICAL; EXCISION OF OSTEOCHONDRAL DEFECT OF TALUS AND/OR TIBIA, INCLUDING DRILLING OF THE DEFECT	\$5,785.00
44970	LAPAROSCOPY, SURGICAL, APPENDECTOMY	\$5,785.00
49320	LAPAROSCOPY, ABDOMEN, PERITONEUM, AND OMENTUM, DIAGNOSTIC, WITH OR WITHOUT COLLECTION OF SPECIMEN(S) BY BRUSHING OR WASHING (SEPARATE PROCEDURE)	\$5,785.00
52351	CYSTOURETHROSCOPY, WITH URETEROSCOPY AND/OR PYELOSCOPY; DIAGNOSTIC	\$5,785.00
58546	LAPAROSCOPY, SURGICAL, MYOMECTOMY, EXCISION; 5 OR MORE INTRAMURAL MYOMAS AND/OR INTRAMURAL MYOMAS WITH TOTAL WEIGHT GREATER THAN 250 GRAMS	\$5,785.00
58561	HYSTEROSCOPY, SURGICAL; WITH REMOVAL OF LEIOMYOMATA	\$5,785.00
58562	HYSTEROSCOPY, SURGICAL; WITH REMOVAL OF IMPACTED FOREIGN BODY	\$5,785.00
51065	CYSTOTOMY, WITH CALCULUS BASKET EXTRACTION AND/OR ULTRASONIC OR ELECTROHYDRAULIC FRAGMENTATION OF URETERAL CALCULUS	\$5,863.00
52007	CYSTOURETHROSCOPY, WITH URETERAL CATHETERIZATION, WITH OR WITHOUT IRRIGATION, INSTILLATION, OR URETEROPYELOGRAPHY, EXCLUSIVE OF RADIOLOGIC SERVICE; WITH BRUSH BIOPSY OF URETER AND/OR RENAL PELVIS	\$5,864.00
28675	OPEN TREATMENT OF INTERPHALANGEAL JOINT DISLOCATION, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$5,878.00
27047	EXCISION, TUMOR, PELVIS AND HIP AREA; SUBCUTANEOUS TISSUE	\$5,933.00
64561	sacral nerve (transforaminal placement)	\$5,933.00
S2114	ARTHROSCOPY, SHOULDER, SURGICAL; TENODESIS OF BICEP	\$5,933.00
28470	CLOSED TREATMENT OF METATARSAL FRACTURE; WITHOUT MANIPULATION, EACH	\$507.00
27130	ARTHROPLASTY, ACETABULAR AND PROXIMAL FEMORAL PROSTHETIC REPLACEMENT (TOTAL HIP ARTHROPLASTY), WITH OR WITHOUT AUTOGRAFT OR ALLOGRAFT	\$56,650.00
27447	ARTHROPLASTY, KNEE, CONDYLE AND PLATEAU; MEDIAL AND LATERAL COMPARTMENTS WITH OR WITHOUT PATELLA RESURFACING (TOTAL KNEE ARTHROPLASTY)	\$56,650.00
76873	ULTRASOUND, TRANSRECTAL; PROSTATE VOLUME STUDY FOR BRACHYTHERAPY TREATMENT PLANNING (SEPARATE PROCEDURE)	\$562.00
76882	ULTRASOUND, EXTREMITY, NONVASCULAR, REAL-TIME WITH IMAGE DOCUMENTATION; LIMITED, ANATOMIC SPECIFIC	\$581.00
28450	TREATMENT OF TARSAL BONE FRACTURE (EXCEPT TALUS AND CALCANEUS); WITHOUT MANIPULATION, EACH	\$585.00
76872	ULTRASOUND, TRANSRECTAL	\$594.00
53852	TRANSURETHRAL DESTRUCTION OF PROSTATE TISSUE; BY RADIOFREQUENCY THERMOTHERAPY	\$6,000.00
51040	CYSTOSTOMY, CYSTOTOMY WITH DRAINAGE	\$6,005.00
52290	CYSTOURETHROSCOPY; WITH URETERAL MEATOTOMY, UNILATERAL OR BILATERAL	\$6,006.00
26952	AMPUTATION, FINGER OR THUMB, PRIMARY OR SECONDARY, ANY JOINT OR PHALANX, SINGLE, INCLUDING NEURECTOMIES; WITH LOCAL ADVANCEMENT FLAPS (V-Y, HOOD)	\$6,082.00
55550	LAPAROSCOPY, SURGICAL, WITH LIGATION OF SPERMATIC VEINS FOR VARICOCELE	\$6,180.00
60260	THYROIDECTOMY, REMOVAL OF ALL REMAINING THYROID TISSUE FOLLOWING PREVIOUS REMOVAL OF A PORTION OF THYROID	\$6,180.00
67332	STRABISMUS SURGERY ON PATIENT WITH SCARRING OF EXTRAOCULAR MUSCLES (EG, PRIOR OCULAR INJURY, STRABISMUS OR RETINAL DETACHMENT SURGERY) OR RESTRICTIVE MYOPATHY (EG, DYSTHYROID OPHTHALMOPATHY) (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$6,211.00
49585	REPAIR UMBILICAL HERNIA, AGE 5 YEARS OR OVER; REDUCIBLE	\$6,230.00

49587	REPAIR UMBILICAL HERNIA, INCARCERATED OR STRANGULATED	\$6,230.00
19101	BIOPSY OF BREAST; OPEN, INCISIONAL	\$6,244.00
57295	Revision (including removal) of prosthetic vaginal graft; vaginal approach	\$6,381.00
26390	EXCISION FLEXOR TENDON, WITH IMPLANTATION OF SYNTHETIC ROD FOR DELAYED TENDON GRAFT, HAND OR FINGER, EACH ROD	\$6,510.00
26862	ARTHRODESIS, INTERPHALANGEAL JOINT, WITH OR WITHOUT INTERNAL FIXATION; WITH AUTOGRAFT (INCLUDES OBTAINING GRAFT)	\$6,510.00
26541	RECONSTRUCTION, COLLATERAL LIGAMENT, METACARPOPHALANGEAL JOINT, SINGLE; WITH TENDON OR FASCIAL GRAFT (INCLUDES OBTAINING GRAFT)	\$6,592.00
19110	NIPPLE EXPLORATION WITH OR WITHOUT EXCISION OF A SOLITARY LACTIFEROUS DUCT OR A PAPILLOMA LACTIFEROUS DUCT	\$6,675.00
25607	Open treatment of distal radial extra-articular fracture or epiphyseal separation, with internal fixation	\$6,675.00
26567	OSTEOTOMY; PHALANX OF FINGER, EACH	\$6,675.00
27062	EXCISION; TROCHANTERIC BURSA OR CALCIFICATION	\$6,675.00
27535	Open treatment of tibial fracture, proximal (plateau); unicondylar, with or without internal or external fixation	\$6,675.00
56630	Vulvectomy, radical, partial;	\$6,675.00
26350	REPAIR OR ADVANCEMENT, FLEXOR TENDON, NOT IN ZONE 2 DIGITAL FLEXOR TENDON SHEATH (EG, NO MANS LAND); PRIMARY OR SECONDARY WITHOUT FREE GRAFT, EACH TENDON	\$6,695.00
27350	PATELLECTOMY OR HEMIPATELLECTOMY	\$6,747.00
11406	EXCISION, BENIGN LESION INCLUDING MARGINS, EXCEPT SKIN TAG (UNLESS LISTED ELSEWHERE), TRUNK, ARMS OR LEGS; EXCISED DIAMETER OVER 4.0 CM	\$6,823.00
11426	EXCISION, BENIGN LESION INCLUDING MARGINS, EXCEPT SKIN TAG (UNLESS LISTED ELSEWHERE), SCALP, NECK, HANDS, FEET, GENITALIA; EXCISED DIAMETER OVER 4.0 CM	\$6,823.00
20924	TENDON GRAFT, FROM A DISTANCE (EG, PALMARIS, TOE EXTENSOR, PLANTARIS)	\$6,823.00
21029	REMOVAL BY CONTOURING OF BENIGN TUMOR OF FACIAL BONE (EG, FIBROUS DYSPLASIA)	\$6,823.00
21552	EXCISION OF TUMOR, NECK OR ANTERIOR THORAX	\$6,823.00
23552	OPEN TREATMENT OF ACROMIOCLAVICULAR DISLOCATION, ACUTE OR CHRONIC; WITH FASCIAL GRAFT (INCLUDES OBTAINING GRAFT)	\$6,823.00
23615	OPEN TREATMENT OF PROXIMAL HUMERAL (SURGICAL OR ANATOMICAL NECK) FRACTURE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION, WITH OR WITHOUT REPAIR OF TUBEROSITY(S);	\$6,823.00
24000	ARTHROTOMY, ELBOW, INCLUDING EXPLORATION, DRAINAGE, OR REMOVAL OF FOREIGN BODY	\$6,823.00
24006	ARTHROTOMY OF THE ELBOW, WITH CAPSULAR EXCISION FOR CAPSULAR RELEASE (SEPARATE PROCEDURE)	\$6,823.00
24102	ARTHROTOMY, ELBOW; WITH SYNOVECTOMY	\$6,823.00
24305	TENDON LENGTHENING, UPPER ARM OR ELBOW, EACH TENDON	\$6,823.00
24665	OPEN TREATMENT OF RADIAL HEAD OR NECK FRACTURE, WITH OR WITHOUT INTERNAL FIXATION OR RADIAL HEAD EXCISION;	\$6,823.00
24685	OPEN TREATMENT OF ULNAR FRACTURE PROXIMAL END (OLECRANON PROCESS), WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$6,823.00
25112	EXCISION OF GANGLION, WRIST (DORSAL OR VOLAR); RECURRENT	\$6,823.00
25115	RADICAL EXCISION OF BURSA, SYNOVIA OF WRIST, OR FOREARM TENDON SHEATHS (EG, TENOSYNOVITIS, FUNGUS, TBC, OR OTHER GRANULOMAS, RHEUMATOID ARTHRITIS); FLEXORS	\$6,823.00
25240	EXCISION DISTAL ULNA PARTIAL OR COMPLETE (EG, DARRACH TYPE OR MATCHED RESECTION)	\$6,823.00
25248	EXPLORATION WITH REMOVAL OF DEEP FOREIGN BODY, FOREARM OR WRIST	\$6,823.00
25270	REPAIR, TENDON OR MUSCLE, EXTENSOR, FOREARM AND/OR WRIST; PRIMARY, SINGLE, EACH TENDON OR MUSCLE	\$6,823.00
25280	LENGTHENING OR SHORTENING OF TENDON, LEG OR ANKLE; MULTIPLE TENDONS (THROUGH SAME INCISION), EACH	\$6,823.00
25405	REPAIR OF NONUNION OR MALUNION, RADIUS OR ULNA; WITH AUTOGRAFT (INCLUDES OBTAINING GRAFT)	\$6,823.00
25425	REPAIR OF DEFECT WITH AUTOGRAFT; RADIUS OR ULNA	\$6,823.00
25440	REPAIR OF NONUNION, SCAPHOID CARPAL (NAVICULAR) BONE, WITH OR WITHOUT RADIAL STYLOIDECTOMY (INCLUDES OBTAINING GRAFT AND NECESSARY FIXATION)	\$6,823.00
26040	FASCIOTOMY, PALMAR (EG, DUPUYTREN'S CONTRACTURE); PERCUTANEOUS	\$6,823.00

26055	TENDON SHEATH INCISION (EG, FOR TRIGGER FINGER)	\$6,823.00
26080	ARTHROTOMY, WITH EXPLORATION, DRAINAGE, OR REMOVAL OF LOOSE OR FOREIGN BODY; INTERPHALANGEAL JOINT, EACH	\$6,823.00
26121	FASCIECTOMY, PALM ONLY, WITH OR WITHOUT Z-PLASTY, OTHER LOCAL TISSUE REARRANGEMENT, OR SKIN GRAFTING (INCLUDES OBTAINING GRAFT)	\$6,823.00
26123	FASCIECTOMY, PARTIAL PALMAR WITH RELEASE OF SINGLE DIGIT INCLUDING PROXIMAL INTERPHALANGEAL JOINT, WITH OR WITHOUT Z-PLASTY, OTHER LOCAL TISSUE REARRANGEMENT, OR SKIN GRAFTING (INCLUDES OBTAINING GRAFT);	\$6,823.00
26125	FASCIECTOMY, PARTIAL PALMAR WITH RELEASE OF SINGLE DIGIT INCLUDING PROXIMAL INTERPHALANGEAL JOINT, WITH OR WITHOUT Z-PLASTY, OTHER LOCAL TISSUE REARRANGEMENT, OR SKIN GRAFTING (INCLUDES OBTAINING GRAFT); EACH ADDITIONAL DIGIT	\$6,823.00
26200	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF METACARPAL;	\$6,823.00
26210	EXCISION OR CURETTAGE OF BONE CYST OR BENIGN TUMOR OF PROXIMAL, MIDDLE, OR DISTAL PHALANX OF FINGER;	\$6,823.00
26356	REPAIR OR ADVANCEMENT, FLEXOR TENDON, IN ZONE 2 DIGITAL FLEXOR TENDON SHEATH (EG, NO MANS LAND); PRIMARY, WITHOUT FREE GRAFT, EACH TENDON	\$6,823.00
26370	REPAIR OR ADVANCEMENT OF PROFUNDUS TENDON, WITH INTACT SUPERFICIALIS TENDON; PRIMARY, EACH TENDON	\$6,823.00
26373	REPAIR OR ADVANCEMENT OF PROFUNDUS TENDON, WITH INTACT SUPERFICIALIS TENDON; SECONDARY WITHOUT FREE GRAFT, EACH TENDON	\$6,823.00
26440	TENOLYSIS, FLEXOR TENDON; PALM OR FINGER, EACH TENDON	\$6,823.00
26442	TENOLYSIS, FLEXOR TENDON; PALM AND FINGER, EACH TENDON	\$6,823.00
26445	TENOLYSIS, EXTENSOR TENDON, HAND OR FINGER; EACH TENDON	\$6,823.00
26502	RECONSTRUCTION OF TENDON PULLEY, EACH TENDON; WITH TENDON OR FASCIAL GRAFT (INCLUDES OBTAINING GRAFT) (SEPARATE PROCEDURE)	\$6,823.00
26540	REPAIR OF COLLATERAL LIGAMENT, METACARPOPHALANGEAL OR INTERPHALANGEAL JOINT	\$6,823.00
26542	RECONSTRUCTION, COLLATERAL LIGAMENT, METACARPOPHALANGEAL JOINT, SINGLE; WITH LOCAL TISSUE (EG, ADDUCTOR ADVANCEMENT)	\$6,823.00
26546	REPAIR NON-UNION, METACARPAL OR PHALANX, (INCLUDES OBTAINING BONE GRAFT WITH OR WITHOUT EXTERNAL OR INTERNAL FIXATION)	\$6,823.00
26550	POLLICIZATION OF A DIGIT	\$6,823.00
26608	PERCUTANEOUS SKELETAL FIXATION OF METACARPAL FRACTURE, EACH BONE	\$6,823.00
26615	OPEN TREATMENT OF METACARPAL FRACTURE, SINGLE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION, EACH BONE	\$6,823.00
26715	OPEN TREATMENT OF METACARPOPHALANGEAL DISLOCATION, SINGLE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$6,823.00
26735	OPEN TREATMENT OF PHALANGEAL SHAFT FRACTURE, PROXIMAL OR MIDDLE PHALANX, FINGER OR THUMB, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION, EACH	\$6,823.00
26756	PERCUTANEOUS SKELETAL FIXATION OF DISTAL PHALANGEAL FRACTURE, FINGER OR THUMB, EACH	\$6,823.00
27327	EXCISION, TUMOR, THIGH OR KNEE AREA; SUBCUTANEOUS	\$6,823.00
27331	ARTHROTOMY, KNEE; INCLUDING JOINT EXPLORATION, BIOPSY, OR REMOVAL OF LOOSE OR FOREIGN BODIES	\$6,823.00
27334	ARTHROTOMY, WITH SYNOVECTOMY, KNEE; ANTERIOR OR POSTERIOR	\$6,823.00
27405	REPAIR, PRIMARY, TORN LIGAMENT AND/OR CAPSULE, KNEE; COLLATERAL	\$6,823.00
27430	QUADRICEPSPLASTY (EG, BENNETT OR THOMPSON TYPE)	\$6,823.00
27514	OPEN TREATMENT FEMORAL DX, DISTAL END, MEDIAL OR LATERAL CONDYLE	\$6,823.00
27620	ARTHROTOMY, ANKLE, WITH JOINT EXPLORATION, WITH OR WITHOUT BIOPSY, WITH OR WITHOUT REMOVAL OF LOOSE OR FOREIGN BODY	\$6,823.00
27675	REPAIR, DISLOCATING PERONEAL TENDONS; WITHOUT FIBULAR OSTEOTOMY	\$6,823.00
27690	TRANSFER OR TRANSPLANT OF SINGLE TENDON (WITH MUSCLE REDIRECTION OR REROUTING); SUPERFICIAL (EG, ANTERIOR TIBIAL EXTENSORS INTO MIDFOOT)	\$6,823.00
27695	REPAIR, PRIMARY, DISRUPTED LIGAMENT, ANKLE; COLLATERAL	\$6,823.00
27696	REPAIR, PRIMARY, DISRUPTED LIGAMENT, ANKLE; BOTH COLLATERAL LIGAMENTS	\$6,823.00
27698	REPAIR, SECONDARY, DISRUPTED LIGAMENT, ANKLE, COLLATERAL (EG, WATSON-JONES PROCEDURE)	\$6,823.00

27870	ARTHRODESIS, ANKLE, OPEN	\$6,823.00
28035	RELEASE, TARSAL TUNNEL (POSTERIOR TIBIAL NERVE DECOMPRESSION)	\$6,823.00
28119	OSTECTOMY, CALCANEUS; FOR SPUR, WITH OR WITHOUT PLANTAR FASCIAL RELEASE	\$6,823.00
28290	CORRECTION, HALLUX VALGUS (BUNION), WITH OR WITHOUT SESAMOIDECTOMY; SIMPLE EXOSTECTOMY (EG, SILVER TYPE PROCEDURE)	\$6,823.00
28292	CORRECTION, HALLUX VALGUS (BUNION), WITH OR WITHOUT SESAMOIDECTOMY; KELLER, MCBRIDE, OR MAYO TYPE PROCEDURE	\$6,823.00
28300	OSTEOTOMY; CALCANEUS (EG, DWYER OR CHAMBERS TYPE PROCEDURE), WITH OR WITHOUT INTERNAL FIXATION	\$6,823.00
28308	OSTEOTOMY, WITH OR WITHOUT LENGTHENING, SHORTENING OR ANGULAR CORRECTION, METATARSAL; OTHER THAN FIRST METATARSAL, EACH	\$6,823.00
28313	RECONSTRUCTION, ANGULAR DEFORMITY OF TOE, SOFT TISSUE PROCEDURES ONLY (EG, OVERLAPPING SECOND TOE, FIFTH TOE, CURLY TOES)	\$6,823.00
28315	SESAMOIDECTOMY, FIRST TOE (SEPARATE PROCEDURE)	\$6,823.00
28322	REPAIR, NONUNION OR MALUNION; METATARSAL, WITH OR WITHOUT BONE GRAFT (INCLUDES OBTAINING GRAFT)	\$6,823.00
28420	OPEN TREATMENT OF CALCANEAL FRACTURE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION; WITH PRIMARY ILIAC OR OTHER AUTOGENOUS BONE GRAFT (INCLUDES OBTAINING GRAFT)	\$6,823.00
28715	ARTHRODESIS; TRIPLE	\$6,823.00
28735	ARTHRODESIS, MIDTARSAL OR TARSOMETATARSAL, MULTIPLE OR TRANSVERSE; WITH OSTEOTOMY (EG, FLATFOOT CORRECTION)	\$6,823.00
28740	ARTHRODESIS, MIDTARSAL OR TARSOMETATARSAL, SINGLE JOINT	\$6,823.00
28755	ARTHRODESIS, GREAT TOE; INTERPHALANGEAL JOINT	\$6,823.00
28760	ARTHRODESIS, WITH EXTENSOR HALLUCIS LONGUS TRANSFER TO FIRST METATARSAL NECK, GREAT TOE, INTERPHALANGEAL JOINT (EG, JONES TYPE PROCEDURE)	\$6,823.00
28899	Unlisted procedure, foot or toes	\$6,823.00
46280	SURGICAL TREATMENT OF ANAL FISTULA (FISTULECTOMY/FISTULOTOMY); COMPLEX OR MULTIPLE, WITH OR WITHOUT PLACEMENT OF SETON	\$6,823.00
52005	CYSTOURETHROSCOPY, WITH URETERAL CATHETERIZATION, WITH OR WITHOUT IRRIGATION, INSTILLATION, OR URETEROPYELOGRAPHY, EXCLUSIVE OF RADIOLOGIC SERVICE;	\$6,823.00
52204	CYSTOURETHROSCOPY, WITH BIOPSY	\$6,823.00
52214	CYSTOURETHROSCOPY, WITH FULGURATION (INCLUDING CRYOSURGERY OR LASER SURGERY) OF TRIGONE, BLADDER NECK, PROSTATIC FOSSA, URETHRA, OR PERIURETHRAL GLANDS	\$6,823.00
52224	CYSTOURETHROSCOPY, WITH FULGURATION (INCLUDING CRYOSURGERY OR LASER SURGERY) OR TREATMENT OF MINOR (LESS THAN 0.5 CM) LESION(S) WITH OR WITHOUT BIOPSY	\$6,823.00
52234	CYSTOURETHROSCOPY, WITH FULGURATION (INCLUDING CRYOSURGERY OR LASER SURGERY) AND/OR RESECTION OF; SMALL BLADDER TUMOR(S) (0.5 TO 2.0 CM)	\$6,823.00
52260	CYSTOURETHROSCOPY, WITH DILATION OF BLADDER FOR INTERSTITIAL CYSTITIS; GENERAL OR CONDUCTION (SPINAL) ANESTHESIA	\$6,823.00
52281	CYSTOURETHROSCOPY, WITH CALIBRATION AND/OR DILATION OF URETHRAL STRICTURE OR STENOSIS, WITH OR WITHOUT MEATOTOMY, WITH OR WITHOUT INJECTION PROCEDURE FOR CYSTOGRAPHY, MALE OR FEMALE	\$6,823.00
52285	CYSTOURETHROSCOPY FOR TREATMENT OF FEM. URETHRAL SYNDROME WITH ANY/ALL OF: URETHRAL MEATOTOMY, URETHRAL DILATION, INTERNAL URETHROTOMY, LYSIS OF URETHROVAGINAL SEPTAL FIBROSIS, LATERAL INC. OF BLADDER NECK, FULGURATION OF POLYP(S) OF URETHRA, BLADDER NECK	\$6,823.00
52287	Cystourethroscopy, with injection(s) for chemodenervation of the bladder	\$6,823.00
52310	CYSTOURETHROSCOPY, WITH REMOVAL OF FOREIGN BODY, CALCULUS, OR URETERAL STENT FROM URETHRA OR BLADDER (SEPARATE PROCEDURE); SIMPLE	\$6,823.00
52318	LITHOLAPAXY; CRUSHING OR FRAGMENTATION OF CALCULUS BY ANY MEANS IN BLADDER AND REMOVAL OF FRAGMENTS; COMPLICATED OR LARGE (OVER 2.5 CM)	\$6,823.00
52330	CYSTOURETHROSCOPY (INCLUDING URETERAL CATHETERIZATION); WITH MANIPULATION, WITHOUT REMOVAL OF URETERAL CALCULUS	\$6,823.00
52332	CYSTOURETHROSCOPY, WITH INSERTION OF INDWELLING URETERAL STENT (EG, GIBBONS OR DOUBLE-J TYPE)	\$6,823.00

52335	Cystourethroscopy with ureteroscopy and/or pyeloscopy	\$6,823.00
53265	EXCISION OR FULGURATION; URETHRAL CARUNCLE	\$6,823.00
54161	CIRCUMCISION, SURGICAL EXCISION OTHER THAN CLAMP, DEVICE OR DORSAL SLIT; EXCEPT NEWBORN	\$6,823.00
54163	REPAIR INCOMPLETE CIRCUMCISION	\$6,823.00
54700	INCISION AND DRAINAGE OF EPIDIDYMIS, TESTIS AND/OR SCROTAL SPACE (EG, ABSCESS OR HEMATOMA)	\$6,823.00
54865	EXPLORATION OF EPIDIDYMIS	\$6,823.00
55200	VASOTOMY, CANNULIZATION WITH OR WITHOUT INCISION OF VAS, UNILATERAL OR BILATERAL (SEPARATE PROCEDURE)	\$6,823.00
55250	VASECTOMY, UNILATERAL OR BILATERAL (SEPARATE PROCEDURE), INCLUDING POSTOPERATIVE SEMEN EXAMINATION(S)	\$6,823.00
55700	BIOPSY, PROSTATE; NEEDLE OR PUNCH, SINGLE OR MULTIPLE, ANY APPROACH	\$6,823.00
55706	BIOPSIES, PROSTATE, NEEDLE, TRANSPERINEAL, STEREOTACTIC TEMPLATE GUIDED SATURATION SAMPLING, INCLUDING IMAGING GUIDANCE	\$6,823.00
57135	EXCISION OF VAGINAL CYST OR TUMOR	\$6,823.00
57410	PELVIC EXAMINATION UNDER ANESTHESIA	\$6,823.00
57500	BIOPSY OF CERVIX	\$6,823.00
57513	CAUTERY OF CERVIX; LASER ABLATION	\$6,823.00
57520	CONIZATION OF CERVIX, WITH OR WITHOUT FULGURATION, WITH OR WITHOUT DILATION AND CURETTAGE, WITH OR WITHOUT REPAIR; COLD KNIFE OR LASER	\$6,823.00
57522	CONIZATION OF CERVIX, WITH OR WITHOUT FULGURATION, WITH OR WITHOUT DILATION AND CURETTAGE, WITH OR WITHOUT REPAIR; LOOP ELECTRODE EXCISION	\$6,823.00
58565	with bilateral fallopian tube cannulation to induce occlusion by placement of permanent implants	\$6,823.00
64718	NEUROPLASTY AND/OR TRANSPOSITION; ULNAR NERVE AT ELBOW	\$6,823.00
64721	NEUROPLASTY AND/OR TRANSPOSITION; MEDIAN NERVE AT CARPAL TUNNEL	\$6,823.00
G0289	Arthroscopy, knee, surgical, for removal of loose body, foreign body, debridement/shaving of articular cartilage (chondroplasty) at the time of other surgical knee arthroscopy in a different compartment of the same knee	\$6,823.00
74430	CYSTOGRAPHY, RADIOLOGY S AND I	\$631.00
76998	INTRAOPERATIVE ULTRASOUND GUIDANCE	\$631.00
77776	INTERSTITIAL RADIATION SOURCE APPLICATION	\$631.00
77777	INTERSTITIAL RADIATION SOURCE APPLICATION; INTERMEDIATE	\$631.00
13120	REPAIR, COMPLEX, SCALP, ARMS, AND/OR LEGS; 1.1 CM TO 2.5 CM	\$634.00
57156	INSERTION OF A VAGINAL RADIATION AFTERLOADING APPARATUS FOR CLINICAL BRACHYTHERAPY	\$652.00
L9900	orthotic and prosthetic supply, accessory, and/or service component of another HCPCS L code.	\$676.00
25685	OPEN TREATMENT OF TRANS-SCAPHOPELILUNAR TYPE OF FRACTURE DISLOCATION	\$7,061.00
20680	REMOVAL OF IMPLANT; DEEP (EG, BURIED WIRE, PIN, SCREW, METAL BAND, NAIL, ROD OR PLATE)	\$7,268.00
24105	EXCISION, OLECRANON BURSA	\$7,268.00
24341	REPAIR, TENDON OR MUSCLE, UPPER ARM OR ELBOW, EACH TENDON OR MUSCLE, PRIMARY OR SECONDARY (EXCLUDES ROTATOR CUFF)	\$7,268.00
24342	REINSERTION OF RUPTURED BICEPS OR TRICEPS TENDON, DISTAL, WITH OR WITHOUT TENDON GRAFT	\$7,268.00
24344	Reconstruction lateral collateral ligament, elbow, with tendon graft (includes harvesting of graft)	\$7,268.00
24359	debridement, soft tissue and/or bone, open with tendon repair or reattachment	\$7,268.00
25111	EXCISION OF GANGLION, WRIST (DORSAL OR VOLAR); PRIMARY	\$7,268.00
26160	EXCISION OF LESION OF TENDON SHEATH OR JOINT CAPSULE (EG, CYST, MUCOUS CYST, OR GANGLION), HAND OR FINGER	\$7,268.00
26180	EXCISION OF TENDON, FINGER, FLEXOR (SEPARATE PROCEDURE), EACH TENDON	\$7,268.00
27385	SUTURE OF QUADRICEPS OR HAMSTRING MUSCLE RUPTURE, PRIMARY	\$7,268.00
27601	DECOMPRESSION FASCIOTOMY, LEG; POSTERIOR COMPARTMENT(S) ONLY	\$7,268.00
27602	DECOMPRESSION FASCIOTOMY, LEG; ANTERIOR AND/OR LATERAL, AND POSTERIOR COMPARTMENT(S)	\$7,268.00
27632	Excision, tumor, soft tissue leg or ankle area	\$7,268.00
27650	REPAIR, PRIMARY, OPEN OR PERCUTANEOUS, RUPTURED ACHILLES TENDON;	\$7,268.00
27654	REPAIR, SECONDARY, ACHILLES TENDON, WITH OR WITHOUT GRAFT	\$7,268.00
27680	TENOLYSIS, FLEXOR OR EXTENSOR TENDON, LEG AND/OR ANKLE; SINGLE, EACH TENDON	\$7,268.00

27681	TENOLYSIS, FLEXOR OR EXTENSOR TENDON, LEG AND/OR ANKLE; MULTIPLE TENDONS (THROUGH SEPARATE INCISION(S))	\$7,268.00
27685	LENGTHENING OR SHORTENING OF TENDON, LEG OR ANKLE; SINGLE TENDON (SEPARATE PROCEDURE)	\$7,268.00
27766	OPEN TREATMENT OF MEDIAL MALLEOLUS FRACTURE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$7,268.00
27792	OPEN TREATMENT OF DISTAL FIBULAR FRACTURE (LATERAL MALLEOLUS), WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$7,268.00
28008	FASCIOTOMY, FOOT AND/OR TOE	\$7,268.00
28080	EXCISION, INTERDIGITAL (MORTON) NEUROMA, SINGLE, EACH	\$7,268.00
28090	EXCISION OF LESION, TENDON, TENDON SHEATH, OR CAPSULE (INCLUDING SYNOVECTOMY) (EG, CYST OR GANGLION); FOOT	\$7,268.00
28092	EXCISION OF LESION, TENDON, TENDON SHEATH, OR CAPSULE (INCLUDING SYNOVECTOMY) (EG, CYST OR GANGLION); TOE(S), EACH	\$7,268.00
28122	PARTIAL EXCISION (CRATERIZATION, SAUCERIZATION, SEQUESTRECTOMY, OR DIAPHYSECTOMY) BONE (EG, OSTEOMYELITIS OR BOSSING); TARSAL OR METATARSAL BONE, EXCEPT TALUS OR CALCANEUS	\$7,268.00
28153	RESECTION, CONDYLE(S), DISTAL END OF PHALANX, EACH TOE	\$7,268.00
28200	REPAIR, TENDON, FLEXOR, FOOT; PRIMARY OR SECONDARY, WITHOUT FREE GRAFT, EACH TENDON	\$7,268.00
28238	RECONSTRUCTION (ADVANCEMENT), POSTERIOR TIBIAL TENDON WITH EXCISION OF ACCESSORY TARSAL NAVICULAR BONE (EG, KIDNER TYPE PROCEDURE)	\$7,268.00
28270	CAPSULOTOMY; METATARSOPHALANGEAL JOINT, WITH OR WITHOUT TENORRHAPHY, EACH JOINT (SEPARATE PROCEDURE)	\$7,268.00
28285	CORRECTION, HAMMERTOE (EG, INTERPHALANGEAL FUSION, PARTIAL OR TOTAL PHALANGECTOMY)	\$7,268.00
28289	HALLUX RIGIDUS CORRECTION WITH CHEILECTOMY, DEBRIDEMENT AND CAPSULAR RELEASE OF THE FIRST METATARSOPHALANGEAL JOINT	\$7,268.00
28296	CORRECTION, HALLUX VALGUS (BUNION), WITH OR WITHOUT SESAMOIDECTOMY; WITH METATARSAL OSTEOTOMY (EG, MITCHELL, CHEVRON, OR CONCENTRIC TYPE PROCEDURES)	\$7,268.00
28298	CORRECTION, HALLUX VALGUS (BUNION), WITH OR WITHOUT SESAMOIDECTOMY; BY PHALANX OSTEOTOMY	\$7,268.00
28615	OPEN TREATMENT OF TARSOMETATARSAL JOINT DISLOCATION, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$7,268.00
29822	ARTHROSCOPY, SHOULDER, SURGICAL; DEBRIDEMENT, LIMITED	\$7,268.00
29823	ARTHROSCOPY, SHOULDER, SURGICAL; DEBRIDEMENT, EXTENSIVE	\$7,268.00
29825	ARTHROSCOPY, SHOULDER, SURGICAL; WITH LYSIS AND RESECTION OF ADHESIONS, WITH OR WITHOUT MANIPULATION	\$7,268.00
29826	ARTHROSCOPY, SHOULDER, SURGICAL; DECOMPRESSION OF SUBACROMIAL SPACE WITH PARTIAL ACROMIOPLASTY, WITH OR WITHOUT CORACOACROMIAL RELEASE	\$7,268.00
29828	ARTHROSCOPIC BECEPS TENODESIS	\$7,268.00
29834	ARTHROSCOPY, ELBOW, SURGICAL; WITH REMOVAL OF LOOSE BODY OR FOREIGN BODY	\$7,268.00
29835	ARTHROSCOPY, ELBOW, SURGICAL; SYNOVECTOMY, PARTIAL	\$7,268.00
29838	ARTHROSCOPY, ELBOW, SURGICAL; DEBRIDEMENT, EXTENSIVE	\$7,268.00
29897	ARTHROSCOPY, ANKLE (TIBIOTALAR AND FIBULOTALAR JOINTS), SURGICAL; DEBRIDEMENT, LIMITED	\$7,268.00
29898	ARTHROSCOPY, ANKLE (TIBIOTALAR AND FIBULOTALAR JOINTS), SURGICAL; DEBRIDEMENT, EXTENSIVE	\$7,268.00
36561	INSERTION OF TUNNELED CENTRALLY INSERTED CENTRAL VENOUS ACCESS DEVICE, WITH SUBCUTANEOUS PORT; AGE 5 YEARS OR OLDER	\$7,268.00
51715	ENDOSCOPIC INJECTION OF IMPLANT MATERIAL INTO THE SUBMUCOSAL TISSUES OF THE URETHRA AND/OR BLADDER NECK	\$7,268.00
52235	CYSTOURETHROSCOPY, WITH FULGURATION (INCLUDING CRYOSURGERY OR LASER SURGERY) AND/OR RESECTION OF; MEDIUM BLADDER TUMOR(S) (2.0 TO 5.0 CM)	\$7,268.00
52240	CYSTOURETHROSCOPY, WITH FULGURATION (INCLUDING CRYOSURGERY OR LASER SURGERY) AND/OR RESECTION OF; LARGE BLADDER TUMOR(S)	\$7,268.00
52276	CYSTOURETHROSCOPY WITH DIRECT VISION INTERNAL URETHROTOMY	\$7,268.00
52341	CYSTOURETHROSCOPY; WITH TREATMENT OF URETERAL STRICTURE (EG, BALLOON DILATION, LASER, ELECTROCAUTERY, AND INCISION)	\$7,268.00
52344	CYSTOURETHROSCOPY WITH URETEROSCOPY; WITH TREATMENT OF URETERAL STRICTURE (EG, BALLOON DILATION, LASER, ELECTROCAUTERY, AND INCISION)	\$7,268.00

52346	CYSTOURETHROSCOPY WITH URETEROSCOPY; WITH TREATMENT OF INTRA-RENAL STRICTURE (EG, BALLOON DILATION, LASER, ELECTROCAUTERY, AND INCISION)	\$7,268.00
52352	CYSTOURETHROSCOPY, WITH URETEROSCOPY AND/OR PYELOSCOPY; WITH REMOVAL OR MANIPULATION OF CALCULUS (URETERAL CATHETERIZATION IS INCLUDED)	\$7,268.00
52353	CYSTOURETHROSCOPY, WITH URETEROSCOPY AND/OR PYELOSCOPY; WITH LITHOTRIPSY (URETERAL CATHETERIZATION IS INCLUDED)	\$7,268.00
52354	CYSTOURETHROSCOPY, WITH URETEROSCOPY AND/OR PYELOSCOPY; WITH BIOPSY AND/OR FULGURATION OF URETERAL OR RENAL PELVIC LESION	\$7,268.00
52356	CYSTOURETHROSCOPY WITH LITHOTRIPSY INCLUDING INSERTION OF INDWELLING URETERAL STENT	\$7,268.00
54520	ORCHIECTOMY, SIMPLE (INCLUDING SUBCAPSULAR), WITH OR WITHOUT TESTICULAR PROSTHESIS, SCROTAL OR INGUINAL APPROACH	\$7,268.00
55040	EXCISION OF HYDROCELE; UNILATERAL	\$7,268.00
56740	EXCISION OF BARTHOLINS GLAND OR CYST	\$7,268.00
58350	CHROMOTUBATION OF OVIDUCT, INCLUDING MATERIALS	\$7,268.00
58558	HYSTEROSCOPY, SURGICAL; WITH SAMPLING (BIOPSY) OF ENDOMETRIUM AND/OR POLYPECTOMY, WITH OR WITHOUT D & C	\$7,268.00
58660	LAPAROSCOPY, SURGICAL; WITH LYSIS OF ADHESIONS (SALPINGOLYSIS, OVARIOLYSIS) (SEPARATE PROCEDURE)	\$7,268.00
58661	LAPAROSCOPY, SURGICAL; WITH REMOVAL OF ADNEXAL STRUCTURES (PARTIAL OR TOTAL OOPHORECTOMY AND/OR SALPINGECTOMY)	\$7,268.00
58670	LAPAROSCOPY, SURGICAL; WITH FULGURATION OF OVIDUCTS (WITH OR WITHOUT TRANSECTION)	\$7,268.00
64910	NERVE REPAIR; WITH SYNTHETIC CONDUIT OR VEIN ALLOGRAFT (EG, NERVE TUBE), EACH NERVE	\$7,268.00
26135	SYNOVECTOMY, METACARPOPHALANGEAL JOINT INCLUDING INTRINSIC RELEASE AND EXTENSOR HOOD RECONSTRUCTION, EACH DIGIT	\$7,293.00
29868	SCOPE KNEE MENISC TRANSPL	\$7,416.00
53400	URETHROPLASTY; FIRST STAGE, FOR FISTULA, DIVERTICULUM, OR STRICTURE (EG, JOHANNSEN TYPE)	\$7,416.00
57287	Removal or revision of sling for stress incontinence (eg, fascia or synthetic)	\$7,416.00
23020	CAPSULAR CONTRACTURE RELEASE (EG, SEVER TYPE PROCEDURE)	\$7,496.00
25107	ARTHROTOMY, DISTAL RADIOULNAR JOINT INCLUDING REPAIR OF TRIANGULAR CARTILAGE, COMPLEX	\$7,524.00
25300	TENODESIS AT WRIST; FLEXORS OF FINGERS	\$7,525.00
52601	TRANSURETHRAL ELECTROSURGICAL RESECTION OF PROSTATE, INCLUDING CONTROL OF POSTOPERATIVE BLEEDING, COMPLETE (VASECTOMY, MEATOTOMY, CYSTOURETHROSCOPY, URETHRAL CALIBRATION AND/OR DILATION, AND INTERNAL URETHROTOMY ARE INCLUDED)	\$7,565.00
23450	CAPSULORRHAPHY, ANTERIOR; PUTTI-PLATT PROCEDURE OR MAGNUSON TYPE OPERATION	\$7,861.00
23929	UNLISTED PROCEDURE, SHOULDER	\$7,861.00
25447	ARTHROPLASTY, INTERPOSITION, INTERCARPAL OR CARPOMETACARPAL JOINTS	\$7,861.00
25620	OPEN TREATMENT OF DISTAL RADIAL FRACTURE (EG, COLLES OR SMITH TYPE) OR EPIPHYSEAL SEPARATION, WITH OR WITHOUT FRACTURE OF ULNAR STYLOID, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$7,861.00
25810	ARTHRODESIS, WRIST; WITH ILIAC OR OTHER AUTOGRAFT (INCLUDES OBTAINING GRAFT)	\$7,861.00
26565	CORRECT METACAPAL FLAW	\$7,861.00
26746	OPEN TREATMENT OF ARTICULAR FRACTURE, INVOLVING METACARPOPHALANGEAL OR INTERPHALANGEAL JOINT, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION, EACH	\$7,861.00
27700	ARTHROPLASTY, ANKLE;	\$7,861.00
28286	CORRECTION, COCK-UP FIFTH TOE, WITH PLASTIC SKIN CLOSURE (EG, RUIZ-MORA TYPE PROCEDURE)	\$7,861.00
57288	Sling operation for stress incontinence (eg, fascia or synthetic)	\$7,861.00
59150	Laparoscopic treatment of ectopic pregnancy; without salpingectomy and/or oophorectomy	\$7,861.00
59151	with salpingectomy and/or oophorectomy	\$7,861.00
J0585	INJECTION, ONABOTULINUMTOXINA, 1 UNIT	\$7.00
A4649	BONE TUNNEL PACK	\$724.00
E0781	PAIN PUMP	\$735.00
27780	CLOSED TREATMENT OF PROXIMAL FIBULA OR SHAFT FRACTURE; WITHOUT MANIPULATION	\$739.00

11305	SHAVING OF EPIDERMAL OR DERMAL LESION, SINGLE LESION, SCALP, NECK, HANDS, FEET, GENITALIA; LESION DIAMETER 0.5 CM OR LESS	\$742.00
20612	Aspiration and/or injection of ganglion cyst(s) any location	\$742.00
51700	Bladder irrigation, simple, lavage and/or instillation	\$742.00
51705	Change of cystostomy tube; simple	\$742.00
69990	MICROSURGICAL TECHNIQUE REQUIRING THE USE OF A MICROSCOPE	\$742.00
77003	FLUORO GUIDE NEEDL SPINE	\$742.00
95860	NEEDLE ELECTROMYOGRAPHY; ONE EXTREMITY WITH OR WITHOUT RELATED PARASPINAL AREAS	\$742.00
95861	two extremities with or without related paraspinal areas	\$742.00
95865	NEEDLE ELECTROMYOGRAPHY; LARYNX	\$742.00
95900	Nerve conduction; amplitude and latency/velocity study, each nerve; motor, without F-wave study	\$742.00
95903	MOTOR, WITH F-WAVE STUDY	\$742.00
95904	NERVE CONDUCT SENSORY	\$742.00
95920	INTRAOPERATIVE NEUROPHYSIOLOGY TESTING, PER HOUR (LIST SEPARATELY IN ADDITION TO CODE FOR PRIMARY PROCEDURE)	\$742.00
49520	REPAIR RECURRENT INGUINAL HERNIA, ANY AGE; REDUCIBLE	\$8,158.00
49521	REPAIR RECURRENT INGUINAL HERNIA, ANY AGE; INCARCERATED OR STRANGULATED	\$8,158.00
49650	LAPAROSCOPY, SURGICAL; REPAIR INITIAL INGUINAL HERNIA	\$8,158.00
49659	UNLISTED LAPAROSCOPY PROCEDURE, HERNIOPLASTY, HERNIORRHAPHY, HERNIOTOMY	\$8,158.00
52630	TRANSURETHRAL RESECTION; OF REGROWTH OF OBSTRUCTIVE TISSUE LONGER THAN ONE YEAR POSTOPERATIVE	\$8,158.00
53850	TRANSURETHRAL DESTRUCTION OF PROSTATE TISSUE; BY MICROWAVE THERMOTHERAPY	\$8,158.00
60210	PARTIAL THYROID LOBECTOMY, UNILATERAL; WITH OR WITHOUT ISTHMOSECTOMY	\$8,158.00
60252	THYROIDECTOMY TOTAL OR SUBTOTAL FOR MALIGNANCY WITH LIMITED NECK DISSECTION	\$8,158.00
60280	EXCISION OF THYROID GLAND CYST OR SINUS;	\$8,158.00
53450	URETHROMEATOPLASTY, WITH MUCOSAL ADVANCEMENT	\$8,393.00
27345	EXCISION OF SYNOVIAL CYST OF POPLITEAL SPACE (EG, BAKERS CYST)	\$8,529.00
27347	EXCISION OF LESION OF MENISCUS OR CAPSULE (EG, CYST, GANGLION), KNEE	\$8,529.00
27403	ARTHROTOMY WITH MENISCUS REPAIR, KNEE	\$8,529.00
27427	LIGAMEN TOUS RECONSTRUCTION (AUGMENTATION), KNEE; EXTRA-ARTICULAR	\$8,529.00
27428	LIGAMEN TOUS RECONSTRUCTION (AUGMENTATION), KNEE; INTRA-ARTICULAR (OPEN)	\$8,529.00
29867	SCOPE KNEE OSTEOCH ALLOG	\$8,529.00
29871	ARTHROSCOPY, KNEE, SURGICAL; FOR INFECTION, LAVAGE AND DRAINAGE	\$8,529.00
29885	ARTHROSCOPY, KNEE, SURGICAL; DRILLING FOR OSTEOCHONDROITIS DISSECANS WITH BONE GRAFTING, WITH OR WITHOUT INTERNAL FIXATION (INCLUDING DEBRIDEMENT OF BASE OF LESION)	\$8,529.00
29886	ARTHROSCOPY, KNEE, SURGICAL; DRILLING FOR INTACT OSTEOCHONDROITIS DISSECANS LESION	\$8,529.00
29887	ARTHROSCOPY, KNEE, SURGICAL; DRILLING FOR INTACT OSTEOCHONDROITIS DISSECANS LESION WITH INTERNAL FIXATION	\$8,529.00
49560	REPAIR INITIAL INCISIONAL OR VENTRAL HERNIA; REDUCIBLE	\$8,554.00
49565	REPAIR RECURRENT INCISIONAL OR VENTRAL HERNIA; REDUCIBLE	\$8,554.00
15839	Screening Criteria for Excising Excessive Skin and Subcutaneous Tissue (including lipectomy and abdominoplasty)	\$8,751.00
23130	ACROMIOPLASTY OR ACROMIONECTOMY, PARTIAL, WITH OR WITHOUT CORACOACROMIAL LIGAMENT RELEASE	\$8,751.00
56620	VULVECTOMY SIMPLE; PARTIAL	\$8,751.00
20902	BONE GRAFT, ANY DONOR AREA; MAJOR OR LARGE	\$8,900.00
23430	TENODESIS OF LONG TENDON OF BICEPS	\$8,900.00
25275	REPAIR, TENDON SHEATH, EXTENSOR, FOREARM AND/OR WRIST, WITH FREE GRAFT (INCLUDES OBTAINING GRAFT) (EG, FOR EXTENSOR CARPI ULNARIS SUBLUXATION)	\$8,900.00
27625	ARTHROTOMY, WITH SYNOVECTOMY, ANKLE;	\$8,900.00
27626	ARTHROTOMY, WITH SYNOVECTOMY, ANKLE; INCLUDING TENOSYNOVECTOMY	\$8,900.00
27691	TRANSFER OR TRANSPLANT OF SINGLE TENDON (WITH MUSCLE REDIRECTION OR REROUTING); DEEP (EG, ANTERIOR TIBIAL OR POSTERIOR TIBIAL THROUGH INTEROSSEOUS SPACE, FLEXOR DIGITORUM LONGUS, FLEXOR HALLUCIS LONGUS, OR PERONEAL TENDON TO MIDFOOT OR HINDFOOT)	\$8,900.00

27814	OPEN TREATMENT OF BIMALLEOLAR ANKLE FRACTURE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION	\$8,900.00
28118	OSTECTOMY, CALCANEUS;	\$8,900.00
28306	OSTEOTOMY, WITH OR WITHOUT LENGTHENING, SHORTENING OR ANGULAR CORRECTION, METATARSAL; FIRST METATARSAL	\$8,900.00
28485	OPEN TREATMENT OF METATARSAL FRACTURE, WITH OR WITHOUT INTERNAL OR EXTERNAL FIXATION, EACH	\$8,900.00
28725	ARTHRODESIS; SUBTALAR	\$8,900.00
28730	ARTHRODESIS, MIDTARSAL OR TARSOMETATARSAL, MULTIPLE OR TRANSVERSE;	\$8,900.00
28750	ARTHRODESIS, GREAT TOE; METATARSOPHALANGEAL JOINT	\$8,900.00
54840	EXCISION OF SPERMATOCELE, WITH OR WITHOUT EPIDIDYMECTOMY	\$8,900.00
54900	EPIDIDYMOVASOSTOMY, ANASTOMOSIS OF EPIDIDYMIS TO VAS DEFERENS; UNILATERAL	\$8,900.00
55060	REPAIR OF TUNICA VAGINALIS HYDROCELE (BOTTLE TYPE)	\$8,900.00
55530	EXCISION OF VARICOCELE OR LIGATION OF SPERMATIC VEINS FOR VARICOCELE; (SEPARATE PROCEDURE)	\$8,900.00
58563	HYSTEROSCOPY, SURGICAL; WITH ENDOMETRIAL ABLATION (EG, ENDOMETRIAL RESECTION, ELECTROSURGICAL ABLATION, THERMOABLATION)	\$8,900.00
47562	Laparoscopic Cholecystectomy	\$8,979.00
67700	BLEPHAROTOMY, DRAINAGE OF ABSCESS, EYELID	\$860.00
76000	FLUOROSCOPY, UP TO 1 HOUR	\$890.00
76942	ULTRASONIC GUIDANCE FOR NEEDLE PLACEMENT (E.G. BIOPSY, INJECTION, LOCALIZATION DEVICE) IMAGING SUPERVISION AND INTERPRETATION	\$890.00
77002	Fluoroscopic guidance for needle placement (eg, biopsy, aspiration, injection, localization device)	\$890.00
77778	INTERSTITIAL RADIATION SOURCE APPLICATION; COMPLEX	\$890.00
29806	ARTHROSCOPY, SHOULDER, SURGICAL; CAPSULORRHAPHY	\$9,270.00
29807	ARTHROSCOPY, SHOULDER, SURGICAL; REPAIR OF SLAP LESION	\$9,270.00
47563	Laparoscopic Cholecystectomy with cholangiography	\$9,641.00
49550	REPAIR INITIAL FEMORAL HERNIA, ANY AGE; REDUCIBLE	\$9,641.00
49553	REPAIR INITIAL FEMORAL HERNIA, ANY AGE; INCARCERATED OR STRANGULATED	\$9,641.00
49561	REPAIR INITIAL INCISIONAL OR VENTRAL HERNIA; INCARCERATED OR STRANGULATED	\$9,641.00
49566	REPAIR RECURRENT INCISIONAL OR VENTRAL HERNIA; INCARCERATED OR STRANGULATED	\$9,641.00
49568	IMPLANTATION OF MESH OR OTHER PROSTHESIS FOR INCISIONAL OR VENTRAL HERNIA REPAIR (LIST SEPARATELY IN ADDITION TO CODE FOR THE INCISIONAL OR VENTRAL HERNIA REPAIR)	\$9,641.00
53440	SLING OPERATION FOR CORRECTION OF MALE URINARY INCONTINENCE (EG, FASCIA OR SYNTHETIC)	\$9,641.00
49507	REPAIR INITIAL INGUINAL HERNIA, AGE 5 YEARS OR OVER; INCARCERATED OR STRANGULATED	\$9,871.00

EXHIBIT 5

SUBJECT: CHARITY CARE	REFERENCE # 10020
DEPARTMENT: ADMINISTRATION	PAGE: 1 OF: 2
APPROVED BY:	EFFECTIVE: REVISED: 1/17/2011

POLICY:

Massachusetts Avenue Surgical Center ("MASC") will provide services free or at a reduced fee to all patients who meet criteria. Each applicant for financial assistance or reduced fee arrangements must meet criteria as set by MASC. MASC financial aid is not a substitute for employer-sponsored, public or individually purchased insurance. MASC will make an effort to provide Financial Assistance application, policies, procedures, and information available in English, Spanish, and/or any other language that will be understandable to target populations of patients utilizing MASC services.

PROCEDURE:

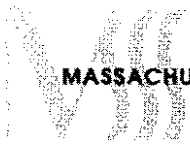
1. Notice of the availability of charity care shall be published in local news media on an annual basis. Notice will also be posted in the Admissions Office and Business Office.
2. Individual notice of the availability of charity care, the potential for Medicaid eligibility and the availability of assistance from other government funded programs shall be provided to each person who seeks services in MASC at the time of admission.
3. Request for charity or reduced fee arrangements must be made prior to service being rendered. To request charity or reduced fee arrangements, the patient must complete a MASC Financial Assistance Application available (see attached) from an MASC representative.
4. A completed MASC Financial Assistance Application must include a completed demographic section as well as completed income section. To be considered "complete," MASC will require proof of income and verification of number of dependents based upon the previous year's tax return. If this is not available the last two months' paycheck stubs will be accepted. Dependents must meet IRS definition of dependents to qualify as household members.
5. The patient must show proof that Medical Assistance has been applied for and rejected. If the rejection is for non-compliance with all Medical Assistance paperwork requirements then reduced fee or charity will not be granted. If Medical Assistance rejection is based on income, disability or assets, MASC will review patient's Uniform Financial Assistance Application. If the patient has not yet applied for Medical Assistance, MASC staff will assist the patient with the application.
6. MASC will then review the application for the following:
 - Do the patient's household size and income meet the Federal Government Poverty guidelines of 150% or less? These guidelines may be found on the web site for the US Department of Health and Human Services - <http://aspe.hhs.gov/poverty/>. If yes, then charity will be given

SUBJECT: CHARITY CARE	REFERENCE # 10020
DEPARTMENT: ADMINISTRATION	PAGE: 2
	OF: 2
APPROVED BY:	EFFECTIVE:
	REVISED: 1/17/2011

and the patient will not be responsible for payment on services rendered.

- If the household size and income are between 151% and 200% of the Federal Government Poverty guidelines, the patient will be responsible for 50% of the patient responsibility after insurance payments. Extended payment plans are available.

Determination of probable eligibility for financial assistance will be made within two business days after initial submission of the Financial Assistance Application.



MASSACHUSETTS AVENUE SURGERY CENTER

Massachusetts Avenue Surgical Center ("MASC") will provide services free or at a reduced fee to all patients who meet criteria. Each applicant for financial assistance or reduced fee arrangements must meet criteria as set by MASC. MASC financial aid is not a substitute for employer-sponsored, public or individually purchased insurance. MASC will make an effort to provide Financial Assistance application, policies, procedures, and information available in English, Spanish, and/or any other language that will be understandable to target populations of patients utilizing MASC services.

Notice of the availability of charity care shall be published in local news media on an annual basis. Notice will also be posted in the Admissions Office and Business Office.

Individual notice of the availability of charity care, the potential for Medicaid eligibility and the availability of assistance from other government funded programs shall be provided to each person who seeks services in MASC at the time of admission.

Request for charity or reduced fee arrangements must be made prior to service being rendered. To request charity or reduced fee arrangements, the patient must complete a MASC Financial Assistance Application available (see attached) from an MASC representative.

A completed MASC Financial Assistance Application must include a completed demographic section as well as completed income section. To be considered "complete," MASC will require proof of income and verification of number of dependents based upon the previous year's tax return. If this is not available the last two months' paycheck stubs will be accepted. Dependents must meet IRS definition of dependents to qualify as household members.

The patient must show proof that Medical Assistance has been applied for and rejected. If the rejection is for non-compliance with all Medical Assistance paperwork requirements then reduced fee or charity will not be granted. If Medical Assistance rejection is based on income, disability or assets, MASC will review patient's Uniform Financial Assistance Application. If the patient has not yet applied for Medical Assistance, MASC staff will assist the patient with the application.

MASC will then review the application for the following:

Do the patient's household size and income meet the Federal Government Poverty guidelines of 150% or less? These guidelines may be found on the web site for the US Department of Health and Human Services - <http://aspe.hhs.gov/poverty/>. If yes, then charity will be given and the patient will not be responsible for payment on services rendered.

If the household size and income are between 151% and 200% of the Federal Government Poverty guidelines, the patient will be responsible for 50% of the patient responsibility after insurance payments. Extended payment plans are available.

7. Determination of probable eligibility for financial assistance will be made within two business days after initial submission of the Financial Assistance Application.

Information About You

Name _____
 First Middle Last

Social Security Number - _____ - _____ - _____

Marital Status: Single Married Separated

US Citizen: Yes No

Permanent Resident: Yes No

Home Address _____

Phone _____

 City State Zip code

 Country

Employer Name _____

Phone _____

Work Address _____

 City State Zip code

Household members:

_____ Name	_____ Age	_____ Relationship
_____ Name	_____ Age	_____ Relationship
_____ Name	_____ Age	_____ Relationship
_____ Name	_____ Age	_____ Relationship
_____ Name	_____ Age	_____ Relationship
_____ Name	_____ Age	_____ Relationship
_____ Name	_____ Age	_____ Relationship
_____ Name	_____ Age	_____ Relationship

Have you applied for Medical Assistance Yes No Date _____

If yes, what was the determination? _____

Do you receive any type of state or county assistance? Yes No

*Financial Assistance Application—Page 2***I. Family Income**

List the amount of your monthly income from all sources. You may be required to supply proof of income, assets, and expenses. If you have no income, please provide a letter of support from the person providing your housing and meals.

	Monthly Amount
Employment	_____
Retirement/pension benefits	_____
Social security benefits	_____
Public assistance benefits	_____
Disability benefits	_____
Unemployment benefits	_____
Veterans benefits	_____
Alimony	_____
Rental property income	_____
Strike benefits	_____
Military allotment	_____
Farm or self employment	_____
Other income source	_____
Total	_____

II. Liquid Assets

	Current Balance
Checking account	_____
Savings account	_____
Stocks, bonds, CD, or money market	_____
Other accounts	_____
Total	_____

III. Other Assets

If you own any of the following items, please list the type and approximate value.

Home	Loan Balance _____	Approximate value _____
Automobile	Make _____ Year _____	Approximate value _____
Additional vehicle	Make _____ Year _____	Approximate value _____
Additional vehicle	Make _____ Year _____	Approximate value _____
Other property		Approximate value _____
Total		_____

Financial Assistance Application---Page 3

IV. Monthly Expenses

	Amount
Rent or Mortgage	_____
Utilities	_____
Car payment(s)	_____
Credit card(s)	_____
Car insurance	_____
Health insurance	_____
Other medical expenses	_____
Other expenses	_____
Total	_____

Do you have any other unpaid medical bills? Yes No

For what service? _____

If you have arranged a payment plan, what is the monthly payment? _____

If you request that MASC extend additional financial assistance, MASC may request additional information in order to make a supplemental determination. By signing this form, you certify that the information provided is true and agree to notify MASC of any changes to the information provided within ten days of the change.

Applicant signature

Date

Relationship to Patient

Jed Smith

From: Sentinel - Glen Webb <glen@thesentinel.com>
Sent: Tuesday, June 21, 2016 11:51 AM
To: Jed Smith
Subject: The Sentinel Newspaper
Attachments: Mass Ave Surgery.pdf

Dear Jed,

Your ad is scheduled to appear in this week's paper that publishes on Thursday, June 23rd. I have attached a copy for your records. Thank you very much for choosing The Sentinel, recently awarded "Newspaper Of The Year" by the Maryland Delaware District of Columbia Press Association.

Yours,

Glen Webb
Advertising Sales Manager
The Sentinel Newspapers



MASSACHUSETTS AVENUE SURGERY CENTER

The Massachusetts Avenue Surgery Center offers a reasonable amount of care at no charge or at reduced rates to eligible persons who do not have insurance, Medicare or medical assistance. In addition, qualifying patients may be able to participate in an extended payment plan without interest. Eligibility for free care, reduced rates and extended payment plans will be determined on a case by case basis for those who cannot afford to pay for care. If you think that you may be eligible for uncompensated care, you may receive further information from the Executive Director by calling (301) 263-0800.

EXHIBIT 6



**STATE OF MARYLAND
DEPARTMENT OF HEALTH AND MENTAL HYGIENE
OFFICE OF HEALTH CARE QUALITY**

**SPRING GROVE CENTER
BLAND BRYANT BUILDING
55 WADE AVENUE
CATONSVILLE, MARYLAND 21228**

License No. A1409

**Issued to: MASSACHUSETTS AVENUE SURGERY CENTER, LLC
6400 GOLDSBORO ROAD
BETHESDA, MD 20817**

Type of Facility or Community Program: AMBULATORY SURGICAL CENTER

Date Issued: DECEMBER 9, 2013

SPECIALTIES: General, Gynecology, Ophthalmology, Orthopedic, Pain Management, Podiatric and Urology

Authority to operate in this State is granted to the above entity pursuant to The Health-General Article, Title 19 Annotated Code of Maryland, including all applicable rules and regulations promulgated there under. This document is not transferable.

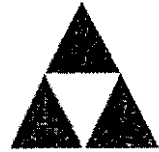
Expiration Date: DECEMBER 9, 2016

Patricia Tomasko May, MD

Director

Falsification of a license shall subject the perpetrator to criminal prosecution and the imposition of civil fines.

EXHIBIT 7



ACCREDITATION
ASSOCIATION
for AMBULATORY HEALTH CARE, INC.

grants this

CERTIFICATE OF ACCREDITATION

to

MASSACHUSETTS AVENUE SURGERY CENTER, LLC

6400 GOLDSBORO RD, SUITE 400
BETHESDA, MD 20817

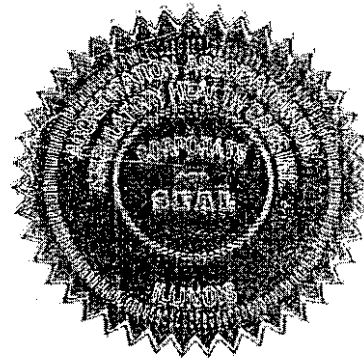
*In recognition of its commitment to high quality of care and substantial compliance
with the Accreditation Association for Ambulatory Health Care standards for ambulatory health care organizations.*

78694

Organization Identification Number


MARGARET E. SPEAR, M.D.

Chair of the Board



FEBRUARY 22, 2017

The Award of Accreditation expires on the above date


JOHN E. BURKE, PH.D.

President and CEO

ASSOCIATION MEMBERS

*Ambulatory Surgery Foundation • American Academy of Cosmetic Surgery • American Academy of Dental Group Practice • American Academy of Dermatology
American Academy of Facial Plastic and Reconstructive Surgery • American Association of Oral and Maxillofacial Surgeons • American College of Gastroenterology
American College Health Association • American College of Mohs Surgery • American Congress of Obstetricians & Gynecologists • American Dental Association
American Gastroenterological Association • American Society of Anesthesiologists • American Society for Dermatologic Surgery Association
American Society for Gastrointestinal Endoscopy • Association of periOperative Registered Nurses • Medical Group Management Association • Society for Ambulatory Anesthesia*



5250 OLD ORCHARD ROAD, SUITE 200 • SKOKIE, IL 60077
PHONE: 847/853.6060 • E-MAIL: INFO@AAAH.C.ORG • WEB SITE: WWW.AAAHC.ORG

EXHIBIT 8

PATIENT TRANSFER AGREEMENT

HOSPITAL: Lucy Webb Hayes National Training School for Deaconesses and Missionaries, a corporation conducting Sibley Memorial Hospital pursuant to the laws of the District of Columbia

5255 Loughboro Road, N.W.

Washington, D.C. 20016

FACILITY: Massachusetts Avenue Surgery Center, LLC

6400 Goldsboro Road, Suite 400

Bethesda, MD, 20817

PURPOSE: Both the Hospital and the Facility desire, by means of this agreement, to assure continuity of care and treatment appropriate to the needs of the patients in programs managed by the Hospital and the Facility, utilizing the knowledge and other resources of both in a coordinated and cooperative fashion to improve the care and safety of the patients;

AGREEMENTS: In consideration of the mutual advantages accruing to the patients and parties hereto, the Hospital and the Facility hereby covenant and agree with each other as follows:

1. Subject to the policies and procedures established and agreed upon by both parties, upon recommendation of a physician who is a member in good standing of the Medical Staff of the Hospital with admitting privileges, a patient transferred to the Hospital in need of services shall be admitted to the Hospital as promptly as possible if required.
2. The following provisions shall apply to the transfer of patients:
 - a. No patient will be transferred to the Hospital from the Facility unless the patient has actually been evaluated by the patient's physician within six (6) hours prior to the transfer, except in the case of life-endangering emergencies.
 - b. Upon receipt of the Physician's order to transfer a patient from the Facility to the Hospital, the Facility will alert the Emergency department (ED) physician or the ED charge nurse on duty at the Hospital of the

impending transfer. All transfers, including direct admissions will be evaluated by the ED physician to determine the patient's stability and the appropriateness of the level of care the patient is admitted to. The Facility will provide information to the Hospital as to the patient's current health status, available medical and medication history, and interventions provided prior to transfer.

- c. When a patient is to be transferred from the Hospital or from the Facility, the transferring party shall arrange for an appropriate and safe transfer, consistent with necessary life support measures and services, including personnel and equipment, required to stabilize the patient. The mode of transportation will depend upon the medical condition of the patient.
 - d. The transferring party remains liable for the care and treatment of the patient, including the chosen means of transportation and level of monitoring, until the receiving party has appropriately received the patient at their facility. This means that the patient is physically in the treatment area and a physician or other licensed health care professional is present.
 - e. In the event the transferring physician and the receiving physician disagree as the mode or method of transfer, or the assessment of the need for transfer, the opinion of the physician who seeks the transfer and has actually evaluated the patient will prevail in all regards.
 - f. The transferring party will be responsible for the security of the patient's personal effects and for keeping appropriate records. The transferring party will be responsible for obtaining any necessary consent for transfer and notification of next of kin.
 - g. Once the patient is transferred, the receiving party shall inform the transferring party that the patient has arrived at their institution. If the patient is a direct admit, the Hospital will notify the Facility of the admission unit, identity of the admitting physician, and other relevant information.
 - h. The Hospital assumes no liability for the cost of transferring patients to or from the Hospital.
3. The Hospital and the Facility mutually agree to send with each patient, at the time of the transfer, or in the case of emergency, at a minimum, an abstract of pertinent treatment and to provide essential identifying information. As soon as reasonably possible in an emergency transfer, the transferring party shall provide all necessary patient records to the receiving facility to ensure continuity of care for the patient.

TRANSFER AGREEMENT
PAGE 3

4. All bills incurred with respect to services performed by either the Hospital or the Facility for patients referred by the other pursuant to this agreement shall be collected by the facility rendering such services from the patient, third-party insurance coverage, or other sources normally billed by the institution, and neither the Hospital nor the Facility shall have any liability to the other for such charges; provided, however, that the Hospital may bill the Facility directly, and the Facility assumes responsibility for payment to the Hospital, for the reasonable cost of any emergency or out-patient services performed at the request of the Facility by the Hospital for a patient of the Facility, if such services are not payable to the Hospital under the terms of any third-party insurance coverage.
5. The Administrators of the Hospital and the Facility, or their designees, shall have the responsibility to plan and supervise the initial implementation of the terms of this Agreement, recommend practices and procedures under this Agreement, review said practices and procedures under this Agreement, and consider and resolve any problems arising under this Agreement.
6. Any dispute which may arise under this Agreement shall first be discussed directly by the departments of the two institutions that are directly involved. If the dispute cannot be resolved at this level, it shall be referred to the Administrators of the Hospital and the Facility or their designees for discussion and resolution. If mutual satisfaction is not obtained at the Administrator level, either party may choose to terminate this agreement.
7. The governing bodies of the Hospital and the Facility shall have the exclusive control of the policies, management, assets and affairs of their respective institutions. Neither party assumes any liability, by virtue of this Agreement, for any debts or other obligations of the other party.
8. Nothing in this agreement shall be construed to limit the right of either party hereto to affiliate or contract with any other Hospital or facility while this agreement is in effect.
9. Neither party shall use the name of the other party in any marketing, promotional, or advertising material without prior written consent of the Administrator for that institution.
10. This Agreement may be modified or amended from time to time by mutual agreement, and any such modification or amendment shall be reduced to writing, signed by the parties, and shall be attached to and become part of this Agreement.

TRANSFER AGREEMENT
PAGE 4

11. This Agreement shall be in effect from the date of execution and shall be in effect indefinitely, except that either party may withdraw by giving thirty (30) days notice, in writing, to the other party of its intention to withdraw from this Agreement. Withdrawal shall be effective at the expiration of the thirty (30) day notice period. However, if either party shall have its license to operate revoked by the State or become ineligible as a provider of the service under Title 1, Part 1 of Public Law 89-97 (42 U.S.C.S., Sec. 426, et seq.), this Agreement shall terminate on the date such revocation or ineligibility becomes effective.
12. In accordance with the Title 19 Program and in order to maintain a continuity of care for patients in the Facility, the Hospital agrees to provide Diagnostic Services for the patients of the Facility on an out-patient basis during regular outpatient business hours, when the services are unavailable in the community laboratories. These services will include, but not be limited to, blood work, x-rays and EKG's, which have been ordered by the attending or consulting physician. The Facility agrees to make the appointments for its patients in the outpatient clinic of the Hospital and will arrange transportation to and from the Hospital.
13. This Agreement is subject to all the requirements of Public Law 89-97 and any regulations issued pursuant thereto, and that where the Agreement is in conflict with the provisions of said law or regulations, this Agreement shall be deemed amended to conform to said law and regulations.
14. All patient information will be subject to the confidentiality laws of the District of Columbia and the HIPAA regulations (42 USC § 1320d).
15. The relationship of the parties is as independent contractors. Nothing in this Agreement shall be deemed to constitute an agency, joint venture, partnership, employee-employer, or fiduciary relationship between the parties. No party shall incur any debts or make any commitments for the other party except as may be expressed within.
16. Nothing in this Agreement will be construed as payment for or inducement of referrals in the meaning of the Federal Antikickback Statute 42 U.S.C. § 1320a-7b.

Notices.

All notices, payments and other communications required or permitted under this Agreement shall be deemed given and received if delivered by Federal Express, in person, or by first class United States mail, postage prepaid, by either registered or certified mail, return receipt requested, and addressed as follows:

TRANSFER AGREEMENT
PAGE 5

In the case of the Hospital:
Sibley Memorial Hospital
c/o Chief Executive Officer
5255 Loughboro Road, N.W.
Washington, D.C. 20016

In the case of the Facility:

17. Either party may change its address for future notices by written notice to the other as herein provided.
18. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
19. This Agreement shall be deemed entered into, executed, and performed in the District of Columbia and shall, at all times, be subject to the laws in effect in the District of Columbia.
20. This Agreement may not be assigned in whole or in part without the prior written consent of both parties.
22. This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreements whether oral or written.
23. This Agreement supersedes any prior written or oral agreements between the parties.

NOW THEREFORE, the parties a having both agreed to the terms and conditions of this Contractual agreement do hereby attest as follows:

TRANSFER AGREEMENT
PAGE 6

THE PARTIES have executed this AGREEMENT this 1 day of
June, 2006.

ATTEST:

FOR THE HOSPITAL:

Robert L Sloan
SIGNATURE

Robert L Sloan
PRINTED NAME & TITLE

ATTEST:

FOR THE FACILITY:

Randall Gross
SIGNATURE

Randall Gross
PRINTED NAME & TITLE

EXHIBIT 9

March 10, 2016

To Whom It May Concern:

The project under consideration is the conversion of one (1) Procedure Room to an Operating Room, referred to as OR-04, located at Massachusetts Avenue Surgical Center.

I am confirming that the design of OR-04 complies with Section 3.7 of the 2014 FGI Guidelines for Design and Construction of Healthcare Facilities currently enforced by the State of Maryland for OR's not requiring additional personnel and/or large equipment. These guidelines are based on considerations of minimizing infection risks and assuring sterility and appropriate air filtration and ventilation for operating rooms.

Sincerely,

PERSPECTUS ARCHITECTURE



Thomas Owings AIA
Senior Project Director

EXHIBIT 10

Table G
Revenue and Expenses
Statement of Assumptions

<u>Revenue</u>	<u>Reference</u>	<u>Assumptions</u>
Outpatient Services	7.d-g	Estimated based on the projected OR cases for proposed project in Table F and 2015 actual Gross Revenues adjusted for historical averages and trends
Allowance for Bad Debt	9. d	Estimated based on the 2016 actual YTD Bad Debt projected for all of 2016
	9. e-g	Estimated as a percentage of Gross Outpatient Revenue based on C.Y. 2015 actual Bad Debt adjusted for expected increases in patient deductibles and co-insurance.
Contractual Allowances	10 d-g	Estimated as a percentage of Gross Outpatient Revenue based on C.Y. 2015 actual Contractual Allowances
Charity Care	11.d-g	Estimated based on the 2016 YTD actual Charity Care projected for all of 2016.
		Estimated based on the 2016 estimated charity care as a percentage of revenues adjusted for expected levels.
<u>Expenses:</u>		
Salaries and Wages	16 d-g	Estimated based on the Manpower information in Table L
Depreciation	20(e) d-g	Estimated using current depreciation and estimated useful life of assets.
Supplies	24 d-g	Estimated using the historical percentage from CY 2015 of supplies to revenue

EXHIBIT 11



aronson
A Limited Liability Company
ASSURANCE | TAX | CONSULTING

June 29, 2016

805 King Farm Boulevard
Suite 300
Rockville, Maryland 20860

T 301.231.6200
F 301.231.7630
www.aronsonllc.com
info@aronsonllc.com

To Whom It May Concern:

We are the independent accountants for Massachusetts Avenue Surgery Center, LLC. We are familiar with the finances of the aforementioned entity and advise you that they have sufficient liquidity to invest the required equity contribution identified in the Certificate of Need application up to maximum of \$500,000.00

Sincerely,

Harry A. Harrison, CPA-Md.
Partner

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Massachusetts Avenue Surgery Center, LLC

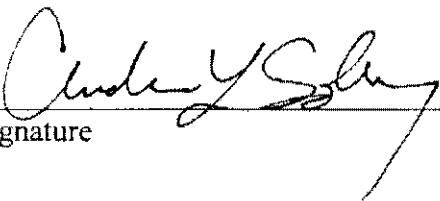
Balance Sheet

	Total	
	As of Dec 31, 2015	As of Dec 31, 2014 (PY)
ASSETS		
Current Assets		
Bank Accounts		
1000 BB&T Checking	4,828.24	1,500.00
1002 BB&T Checking MACS	72.55	69.91
1006 BB&T- Checking Surgical Consult	0.00	173.29
1008 Savings Account-BB&T	0.00	20.05
1151 Blueridge Bank MMA	548,628.69	
1152 Blueidge Checking MACS	-479.67	
1154 Blueridge Checking Surg Consult	717.69	
Total Bank Accounts	\$ 553,767.50	\$ 1,763.25
Accounts Receivable		
1901 FFE - Step-Up	62,764.29	62,764.29
1902 LHI - Step-up	62,764.29	62,764.29
Total Accounts Receivable	\$ 125,528.58	\$ 125,528.58
Other current assets		
1200 Misc. Receivables	650.00	600.00
1290 Supplies on Hand	44,878.88	38,032.95
Total Other current assets	\$ 45,528.88	\$ 38,632.95
Total Current Assets	\$ 724,824.96	\$ 165,924.78
Fixed Assets		
1300 Equipment	195,853.40	195,853.40
1301 Accumulated Depreciation-Equip	-197,762.63	-189,088.55
1302 Furniture	132,985.33	132,985.33
1303 Accumulated Depreciation-Furn.	-377,832.91	-350,428.91
1304 Furniture & Fixtures 2013 Expansion	313,364.76	313,364.76
1306 Leasehold Impr 2013 Expansion 7 Year Depr.	38,913.23	38,913.23
1307 Accumulated Depreciation-Lshold	-2,172,104.03	-1,997,653.03
1308 Leasehold Impr. 2013 Expansion 15yr Depr	2,954,412.06	2,954,412.06
1310 Leasehold Improvements	660,270.84	637,168.84
1312 Medical Equipemnt 2013	118,934.75	2,341.50
1313 Accumulated Depreciation-Med Eq	-1,256,750.03	-936,254.03
1314 Medical Equipment	1,179,981.01	1,030,886.98
1316 Permit Expanson 2013	21,714.00	21,714.00
1318 Phone System 2013 Expansion	13,703.00	13,703.00
1320 Post 10/22/04 Start-Up Costs	60,194.25	60,194.25

1321 Accum Depr-Post 10/22 Start-Up	-44,476.69	-40,463.69
1322 Pre 10/22/2004 Start-Up Costs	161,636.60	161,636.60
1323 Accum Depr-Pre 10/22 Start Up	-158,941.49	-158,941.49
1324 Arch Fees 2013 Expansion	204,875.00	204,875.00
1601 Accumulated Amortization - Goodwill	-165,070.00	-116,757.00
1910 Accumulated Depreciation - Step Up	-49,784.00	-33,441.00
Total Fixed Assets	\$ 1,634,116.45	\$ 1,945,021.25
Other Assets		
1600 Goodwill	724,702.00	724,702.00
1800 State Tax Pass Through Refund	9,021.00	1,939.00
Deposits	2,189.00	0.00
Loan Receivable Members	0.00	44,372.07
Total Other Assets	\$ 735,912.00	\$ 771,013.07
TOTAL ASSETS	\$ 3,094,853.41	\$ 2,881,959.10
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable	304,191.39	309,953.88
Total Accounts Payable	\$ 304,191.39	\$ 309,953.88
Other Current Liabilities		
2200 Due to Anesthesiologist	0.00	-54.85
2500 Payroll Liabilities	-22,303.85	-15,786.05
2502 Profit Sharing Plan Payable	80,277.98	69,999.98
Total Other Current Liabilities	\$ 57,974.13	\$ 54,159.08
Total Current Liabilities	\$ 57,974.13	\$ 54,159.08
Long-Term Liabilities		
2600 B B & T Construction Loan #16	0.00	1,493,312.60
2602 BB&T Loan #14	0.00	1,760.64
2604 BBT Loan-Line of Credit #13	0.00	449,601.60
2606 Construction Loan BB&T #22	0.00	1,511,893.11
2700 Stryker Endo Equip.	2,418.42	17,345.69
2750-Marlin Leasing	101,745.46	
2800 Blueridge Bank LOC	219,194.87	
2850 Blue Ridge Bank Term Loan	2,771,878.20	
Total Long-Term Liabilities	\$ 3,095,236.95	\$ 3,473,913.64
Total Liabilities	\$ 3,457,402.47	\$ 3,838,026.60
Equity		
Total Equity	-\$ 362,549.06	-\$ 956,067.50
TOTAL LIABILITIES AND EQUITY	\$ 3,094,853.41	\$ 2,881,959.10

EXHIBIT 12

I hereby declare and affirm under the penalties of perjury that the facts stated in this application and its attachments are true and correct to the best of my knowledge, information, and belief.


Signature

7/6/2016
Date