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ATTACHMENT 1

LEASE

between

Rockwall I and II, LLC
"Landlord"

AND

Capital Women's Care^{Specialty Center} LLC
"Tenant"



Property Name: Rockwall I

Address: 11400 Rockville Pike, Rockville, MD

Dated: DECEMBER 18, 2000

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Specialty Center *SM*

LEASE

This lease between Rockwall I and II LLC, a Delaware limited liability company (herein Landlord), and Capital Women's Care LLC, a Maryland limited liability company (herein Tenant), is dated for reference purposes only as of this 18th of December, 2000.

1. LEASE OF PREMISES.

In consideration of the Rent (as defined in Section 6.) and the provisions of this Lease, Landlord leases to Tenant and Tenant leases from Landlord the Premises shown by diagonal lines on the floor plan attached hereto as Exhibit "A", and further described in Section 2.13. The Premises are located within the Building and Project (as described in Sections 2.13. and 2.14.). Tenant shall have the nonexclusive right (unless otherwise provided herein) in common with Landlord, other tenants, subtenants and invitees, to use the Common Area (as defined in Section 2.5.). This Lease confers no rights either to the subsurface of the land below the ground level of the Building in which the Premises is located or to airspace, interior or exterior, above the ceiling of the Building.

2. DEFINITIONS.

As used in this Lease the following terms shall have the following meanings:

2.1. Intentionally omitted.

2.2. ANNUAL BASE RENT:

\$ 72,431.50	beginning	May 1, 2001	ending	April 30, 2002
\$ 74,604.45	beginning	May 1, 2002	ending	April 30, 2003
\$ 76,842.58	beginning	May 1, 2003	ending	April 30, 2004
\$ 79,147.86	beginning	May 1, 2004	ending	April 30, 2005
\$ 81,522.29	beginning	May 1, 2005	ending	April 30, 2006
\$ 83,967.96	beginning	May 1, 2006	ending	April 30, 2007
\$ 86,487.00	beginning	May 1, 2007	ending	April 30, 2008
\$ 89,081.61	beginning	May 1, 2008	ending	April 30, 2009
\$ 91,754.06	beginning	May 1, 2009	ending	April 30, 2010
\$ 94,506.68	beginning	May 1, 2010	ending	April 30, 2011

2.3. BASE YEAR: The calendar year 2001.

2.4. COMMENCEMENT DATE: May 1, 2001. If the Commencement Date is other than the first day of a month, then the Expiration Date of the Lease shall be extended to the last day of the month in which the Lease expires.

2.5. COMMON AREA: The building lobbies, common corridors and hallways, rest rooms, parking areas and other generally understood public or common areas.

2.6. EXPIRATION DATE: April 30, 2011, unless otherwise sooner terminated in accordance with the provisions of this Lease.

2.7. INTENTIONALLY OMITTED.

2.8. LANDLORD'S ADDRESS FOR NOTICE:

c/o Glenborough Realty Trust Incorporated
400 South El Camino Real, Suite 1100
San Mateo, CA 94402-1708
ATTN: Legal Department

RENT PAYMENT ADDRESS:

Rockwall I & II LLC
c/o Glenborough Realty Trust, Inc.
11400 Rockville Pike, Suite 105
Rockville, MD 20852

TENANT'S MAILING ADDRESS:

Capital Women's Care, LLC
11400 Rockville Pike, Suite C25
Rockville, MD 20852

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2.9. LISTING AND LEASING AGENT(S): Spaulding & Slye, and Gittelson Zuppas Commercial Realty, Inc.

2.10. MONTHLY INSTALLMENTS OF BASE RENT:

\$ 6,035.96	beginning	May 1, 2001	ending	April 30, 2002
\$ 6,217.04	beginning	May 1, 2002	ending	April 30, 2003
\$ 6,403.55	beginning	May 1, 2003	ending	April 30, 2004
\$ 6,595.65	beginning	May 1, 2004	ending	April 30, 2005
\$ 6,793.52	beginning	May 1, 2005	ending	April 30, 2006
\$ 6,997.33	beginning	May 1, 2006	ending	April 30, 2007
\$ 7,207.25	beginning	May 1, 2007	ending	April 30, 2008
\$ 7,423.47	beginning	May 1, 2008	ending	April 30, 2009
\$ 7,676.17	beginning	May 1, 2009	ending	April 30, 2010
\$ 7,875.56	beginning	May 1, 2010	ending	April 30, 2011

- 2.11. NOTICE: Except as otherwise provided herein, Notice shall mean any notices, approvals and demands permitted or required to be given under this Lease. Notice shall be given in the form and manner set forth in Section 23.
- 2.12. PARKING: Tenant shall be entitled to the nonexclusive use of 11 parking spaces. The charge for parking shall be \$65.00 per month per covered parking space and \$50.00 per space per month for surface parking space for the first year of this Lease. Commencing with the second lease year, the charge for parking may be adjusted by Landlord at any time. Landlord may permit Tenant to rent additional spaces, if available, at the then current parking rate. Each such additional parking space, however, shall not be a part of this Lease, and Landlord reserves the right to adjust the parking rate for each additional parking space at any time and to terminate the rental of such additional parking spaces at any time.
- 2.13. PREMISES: That portion of the Lower Level floor(s) of the Building located at 11400 Rockville Pike, Rockville, MD, 20852 commonly referred to as Suite(s) C25, as shown by diagonal lines on Exhibit "A". For purposes of this Lease, the Premises is deemed to contain approximately 4,673 square feet of Rentable Area.
- 2.14. PROJECT: The building of which the Premises are a part (the Building) and any other buildings or improvements on the real property (the Property) located at 11400 Rockville Pike, Rockville, MD 20852 and further described in Exhibit "B". The Project is commonly known as Rockwall I.
- 2.15. RENTABLE AREA: As to both the Premises and the Project, the respective measurements of floor area as may from time to time be subject to lease by Tenant and all tenants of the Project, respectively, as determined by Landlord and applied on a consistent basis throughout the Project.
- 2.16. SECURITY DEPOSIT (Section 8. and Section 38.): \$146,865.00.
- 2.17. STATE: The State of Maryland.
- 2.18. INTENTIONALLY OMITTED:
- 2.19. TENANT'S PROPORTIONATE SHARE: 2.94%. Such share is a fraction, the numerator of which is the Rentable Area of the Premises, and the denominator of which is the Rentable Area of the Project, as determined by Landlord from time to time. The Project consists of one Building(s), and, for purposes of this Lease, the Building(s) are deemed to contain approximately 158,888 square feet of Rentable Area.
- 2.20. TENANT'S USE (Section 9.): General office use and medical use consistent with Obstetrics and Gynecology services.
- 2.21. TERM: The period commencing on the Commencement Date and expiring at midnight on the Expiration Date.

3. EXHIBITS AND ADDENDA.

The exhibits and addenda listed below (unless lined out) are attached hereto and incorporated by reference in this Lease:

- 3.1. Exhibit A - Floor Plan showing the Premises.
- 3.2. Exhibit B - Site Plan of the Project.
- 3.3. Exhibit C - Building Standard Tenant Improvements.
- 3.4. Exhibit D - Work Letter and Drawings.
- 3.5. Exhibit E - Rules and Regulations.
- 3.6. Exhibit F - Sign Criteria.

Addenda: Attached hereto and made a part of this Lease by reference are Sections 37, 38.

4. DELIVERY OF POSSESSION.

If for any reason Landlord does not deliver possession of the Premises to Tenant on the Commencement Date, and such failure is not caused by an act or omission of Tenant, the Expiration Date shall be extended by the number of days the Commencement Date has been delayed and the validity of this Lease shall not be impaired nor shall Landlord be subject to any liability for such failure; but Rent shall be abated until delivery of possession. Provided, however, if the Commencement Date has been delayed by an act or omission of Tenant then Rent shall not be abated until delivery of possession and the Expiration Date shall not be extended. Delivery of possession shall be deemed to occur on the earlier of the date Landlord receives a Certificate of Occupancy or upon substantial completion of the Premises (as certified by Landlord's architect). If Landlord permits Tenant to enter into possession of the Premises before the Commencement Date, such possession shall be subject to the provisions of this Lease, including, without limitation, the payment of Rent (unless otherwise agreed in writing).

Within ten (10) days of delivery of possession Landlord shall deliver to Tenant and Tenant shall execute an Acceptance of Premises in which Tenant shall certify, among other things, that (a) Landlord has satisfactorily completed Landlord's Work to the Premises pursuant to Exhibit "D", unless written exception is set forth thereon, and (b) that Tenant accepts the Premises. Tenant's failure to execute and deliver the Acceptance of Premises shall be conclusive evidence, as against Tenant, that Landlord has satisfactorily completed Landlord's Work to the Premises pursuant to Exhibit "D".

In the event Tenant fails to take possession of the Premises following execution of this Lease, Tenant shall reimburse Landlord promptly upon demand for all costs incurred by Landlord in connection with entering into this Lease including, but not limited to, broker fees and commissions, sums paid for the preparation of a floor and/or space plan for the Premises, costs incurred in performing Landlord's Work pursuant to Exhibit "D", loss of rental income, attorneys' fees and costs, and any other damages for breach of this Lease established by Landlord.

5. INTENDED USE OF THE PREMISES.

The statement in this Lease of the nature of the business to be conducted by Tenant in the Premises does not constitute a representation or guaranty by the Landlord as to the present or future suitability of the Premises for the conduct of such business in the Premises, or that it is lawful or permissible under the Certificate of Occupancy issued for the Building, or is otherwise permitted by law. Tenant's taking possession of the Premises shall be conclusive evidence, as against Tenant, that, at the time such possession was taken, the Premises were satisfactory for Tenant's intended use.

6. RENT.

6.1. Payment of Rent. Tenant shall pay Rent for the Premises. Monthly Installments of Rent shall be payable in advance on the first day of each calendar month of the Term. If the Term begins (or ends) on other than the first (or last) day of a calendar month, Rent for the partial month shall be prorated based on the number of days in that month. Rent shall be paid to Landlord at the Rent Payment Address set forth in Section 2.8., or to such other person at such place as Landlord may from time to time designate in writing, without any prior demand therefor and without deduction or offset, in lawful money of the United States of America. Tenant shall pay Landlord the first Monthly Installment of Base Rent upon execution of this Lease.

6.2. Intentionally Omitted.

6.3. Additional Rent for Increases in Tax Costs and Operating Expenses. If, in any calendar year during the Term of this Lease, Landlord's Tax Costs and Operating Expenses (as hereinafter defined) for the Project (hereinafter sometimes together referred to as Direct Costs) shall be higher than in the Base Year specified in Section 2.3., Additional Rent for such Direct Costs payable hereunder shall be increased by an amount equal to Tenant's Proportionate Share of the difference between Landlord's actual Direct Costs for such calendar year and the actual Direct Costs of the Base Year. However, if during any calendar year of the Term the occupancy of the Project is less than ninety-five percent (95%), then Landlord shall make an appropriate adjustment of the variable components of Operating Expenses, as reasonably determined by Landlord, to determine the amount of Operating Expenses that would have been incurred had the Project been ninety-five percent (95%) occupied during that calendar year. This estimated amount shall be deemed the amount of Operating Expenses for that calendar year. For purposes hereof, "variable components" shall include only those Operating Expenses that are affected by variations in occupancy levels. Notwithstanding anything herein, Tenant shall pay for all costs for electricity and cleaning supplies to the Premises.

6.3.1. Definitions. As used in this Section 6.3.1., the following terms shall have the following meanings:

6.3.1.1. Tax Costs shall mean any and all real estate taxes, other similar charges on real property or improvements, assessments, water and sewer charges, and all other charges (but in no event Landlord's income or estate taxes) assessed, levied, imposed or becoming a lien upon part or all of the Project or the appurtenances thereto, or attributable thereto, or on the rents, issues, profits or income received or derived therefrom which may be imposed, levied, assessed or charged by the United States or the State, County or City in which the Project is located, or any other local government

authority or agency or political subdivision thereof. Tax Costs for each tax year shall be apportioned to determine the Tax Costs for the subject calendar years.

Landlord, at Landlord's sole discretion, may contest any taxes levied or assessed against the Building or Project during the Term. If Landlord contests any taxes levied or assessed during the Term, Tenant shall pay Landlord Tenant's Proportionate Share of all costs incurred by Landlord in connection with the contest.

6.3.1.2. Operating Expenses shall mean any and all expenses incurred by Landlord in connection with the management, maintenance, operation, and repair of the Project, the equipment, adjacent walks, Common Area, parking areas, the roof, landscaped areas, including, but not limited to, salaries, wages, benefits, pension payments, payroll taxes, worker's compensation, and other costs related to employees engaged in the management, operation, maintenance and/or repair of the Project; any and all assessments or costs incurred with respect to Covenants, Conditions and/or Restrictions, Reciprocal Easement Agreements or similar documents affecting the Building or Project, if any; the cost of all charges to Landlord for, natural gas, air conditioning, steam, water, and other utilities furnished to the Project including any taxes thereon; reasonable attorneys' fees and/or consultant fees incurred by Landlord in contracting with a company or companies to provide electricity (or any other utility) to the Project, any fees for the installation, maintenance, repair or removal of related equipment, and any exit fees or stranded cost charges mandated by the State; the cost and expense for third-party consultants, accountants and attorneys; a management fee; energy studies and the amortized cost of any energy or other cost saving equipment used by Landlord to provide services pursuant to the terms of the Lease (including the amortized cost to upgrade the efficiency or capacity of Building telecommunication lines and systems if responsibility therefor is assumed by Landlord as discussed in Section 35. hereof); reasonable reserves for replacements as may be customary in the geographic area in which the Project is located; the cost of license fees related to the Project; the cost of all charges for property (all risk), liability, rent loss and all other insurance for the Project to the extent that such insurance is required to be carried by Landlord under any lease, mortgage or deed of trust covering the whole or a substantial part of the Project or the Building, or, if not required under any such lease, mortgage or deed of trust, then to the extent such insurance is carried by owners of properties comparable to the Project; the cost of all building and cleaning supplies and materials; the cost of all charges for security services, maintenance and service contracts and other services with independent contractors, including but not limited to the maintenance, operation and repair of all electrical, plumbing and mechanical systems of the Project and maintenance, repair and replacement of any ICN; and the cost of any utility or other services to be provided by Landlord.

Notwithstanding the foregoing, the following shall not be included within Operating Expenses: (i) costs of capital improvements (except any improvements that might be deemed "capital improvements" related to the enhancement or upgrade of the ICN and related equipment) and costs of curing design or construction defects; (ii) depreciation; (iii) interest and principal payments on mortgages and other debt costs and ground lease payments, if any, and any penalties assessed as a result of Landlord's late payments of such amounts; (iv) real estate broker leasing commissions or compensation; (v) any cost or expenditure (or portion thereof) for which Landlord is reimbursed, whether by insurance proceeds or otherwise; (vi) attorneys' fees, costs, disbursements, advertising and marketing and other expenses incurred in connection with the negotiation of leases with prospective tenants of the Building; (vii) rent for space which is not actually used by Landlord in connection with the management and operation of the Building; (viii) all costs or expenses (including fines, penalties and legal fees) incurred due to the violation by Landlord, its employees, agents, contractors or assigns of the terms and conditions of the Lease, or any valid, applicable building code, governmental rule, regulation or law; (ix) except for the referenced management compensation, any overhead or profit increments to any subsidiary or affiliate of Landlord for services on or to the Building, to the extent that the costs of such services exceed competitive costs for such services; (x) the cost of constructing tenant improvements for Tenant or any other tenant of the Building or Project; (xi) Operating Expenses specially charged to and paid by any other tenant of the Building or Project; and (xii) the cost of special services, goods or materials provided to any other tenant of the Building or Project.

6.4. Determination and Payment of Tax Costs and Operating Expenses.

6.4.1. On or before the last day of each December during the Term of this Lease, Landlord shall furnish to Tenant a written statement showing in reasonable detail Landlord's projected Direct Costs for the succeeding calendar year. If such statement of projected Direct Costs indicates the Direct Costs will be higher than in the Base Year, then the Rent due from Tenant hereunder for the next succeeding year shall be increased by an amount equal to Tenant's Proportionate Share of the difference between the projected Direct Costs for the calendar year and the Base Year. If during the course of the calendar year Landlord determines that actual Direct Costs will vary from its estimate by more than five percent (5%), Landlord may deliver to Tenant a written statement showing Landlord's revised estimate of Direct Costs. On the next payment

date for Monthly Installments of Rent following Tenant's receipt of either such statement, Tenant shall pay to Landlord an additional amount equal to such monthly Rent increase adjustment (as set forth on Landlord's statement). Thereafter, the monthly Rent adjustment payments becoming due shall be in the amount set forth in such projected Rent adjustment statement from Landlord. Neither Landlord's failure to deliver nor late delivery of such statement shall constitute a default by Landlord or a waiver of Landlord's right to any Rent adjustment provided for herein.

6.4.2. On or before the first day of each April during the Term of this Lease, Landlord shall furnish to Tenant a written statement of reconciliation (the Reconciliation) showing in reasonable detail Landlord's actual Direct Costs for the prior year, together with a full statement of any adjustments necessary to reconcile any sums paid as estimated Rent adjustments during the prior year with those sums actually payable for such prior year. In the event such Reconciliation shows that additional sums are due from Tenant, Tenant shall pay such sums to Landlord within ten (10) days of receipt of such Reconciliation. In the event such Reconciliation shows that a credit is due Tenant, such credit shall be credited against the sums next becoming due from Tenant, unless this Lease has expired or been terminated pursuant to the terms hereof (and all sums due Landlord have been paid), in which event such sums shall be refunded to Tenant. Neither Landlord's failure to deliver nor late delivery of such Reconciliation to Tenant by April first shall constitute a default by Landlord or operate as a waiver of Landlord's right to collect all Rent due hereunder.

6.4.3. So long as Tenant is not in default under the terms of the Lease and provided Notice of Tenant's request is given to Landlord within thirty (30) days after Tenant's receipt of the Reconciliation, Tenant may inspect Landlord's Reconciliation accounting records relating to Direct Costs at Landlord's corporate office, during normal business hours, for the purpose of verifying the charges contained in such statement. The audit must be completed within sixty (60) days of Landlord's receipt of Tenant's Notice, unless such period is extended by Landlord (in Landlord's reasonable discretion). Before conducting any audit however, Tenant must pay in full the amount of Direct Costs billed. Tenant may only review those records that specifically relate to Direct Costs. Tenant may not review any other leases or Landlord's tax returns or financial statements. In conducting an audit, Tenant must utilize an independent certified public accountant experienced in auditing records related to commercial property operations. The proposed accountant is subject to Landlord's reasonable prior approval. The audit shall be conducted in accordance with generally accepted rules of auditing practices. Tenant may not conduct an audit more often than once each calendar year. Tenant may audit records relating to a calendar year only one time. No audit shall cover a period of time other than the calendar year from which Landlord's Reconciliation was generated. Upon receipt thereof, Tenant shall deliver to Landlord a copy of the audit report and all accompanying data. Tenant and Tenant's auditor shall keep confidential any agreements involving the rights provided in this section and the results of any audit conducted hereunder. As a condition precedent to Tenant's right to conduct an audit, Tenant's auditor shall sign a confidentiality agreement in a form reasonably acceptable to Landlord. However, Tenant shall be permitted to furnish information to its attorneys, accountants and auditors to the extent necessary to perform their respective services for Tenant.

6.5. Definition of Rent. All costs and expenses other than Base Rent, that Tenant assumes or agrees or is obligated to pay to Landlord under this Lease shall be deemed Additional Rent (which, together with the Base Rent, is sometimes referred to as Rent).

6.6. Taxes on Tenant's Use and Occupancy. In addition to the Rent and any other charges to be paid by Tenant hereunder, Tenant shall pay Landlord upon demand for any and all taxes payable by Landlord (other than net income taxes) which are not otherwise reimbursable under this Lease, whether or not now customary or within the contemplation of the parties, where such taxes are upon, measured by or reasonably attributable to (a) the cost or value of Tenant's equipment, furniture, fixtures and other personal property located in the Premises, or the cost or value of any leasehold improvements made in or to the Premises by or for Tenant, other than Building Standard Tenant Improvements made by Landlord, regardless of whether title to such improvements is held by Tenant or Landlord; (b) the gross or net Rent payable under this Lease, including, without limitation, any rental or gross receipts tax levied by any taxing authority with respect to the receipt of the Rent hereunder; (c) the possession, leasing, operation, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises or any portion thereof; or (d) this transaction or any document to which Tenant is a party creating or transferring an interest or an estate in the Premises. If it becomes unlawful for Tenant to reimburse Landlord for any costs as required under this Lease, the Base Rent shall be revised to net Landlord the same net Rent after imposition of any tax or other charge upon Landlord as would have been payable to Landlord but for the reimbursement being unlawful.

7. LATE CHARGES.

If Tenant fails to pay when due any Rent or other amounts or charges which Tenant is obligated to pay under the terms of this Lease, then Tenant shall pay Landlord a late charge equal to ten percent (10%) of each such installment if any such installment is not received by Landlord within five (5) business days from the date it is due. Tenant acknowledges that the late payment of any Rent will cause Landlord to lose the use of that money and incur costs and expenses not contemplated under this Lease including, without limitation, administrative costs and processing and accounting expenses, the exact amount of which is extremely difficult to ascertain. Landlord and Tenant agree that this late charge represents a reasonable

estimate of such costs and expenses and is fair compensation to Landlord for the loss suffered as a result of such late payment by Tenant. However, the late charge is not intended to cover Landlord's attorneys' fees and costs relating to delinquent Rent. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to such late payment by nor prevent Landlord from exercising any other rights or remedies available to Landlord under this Lease. Late charges are deemed Additional Rent.

In no event shall this provision for the imposition of a late charge be deemed to grant to Tenant a grace period or an extension of time within which to pay any Rent due hereunder or prevent Landlord from exercising any right or remedy available to Landlord upon Tenant's failure to pay such Rent when due.

8. SECURITY DEPOSIT.

Upon execution of this Lease, Tenant agrees to deposit with Landlord a Security Deposit in the amount set forth in Section 2.16. as security for Tenant's performance of its obligations under this Lease in the form of a Letter of Credit as described in Section 38. Landlord and Tenant agree that the Security Deposit may be commingled with funds of Landlord and Landlord shall have no obligation or liability for payment of interest on such deposit. Tenant shall not mortgage, assign, transfer or encumber the Security Deposit without the prior written consent of Landlord and any attempt by Tenant to do so shall be void, without force or effect and shall not be binding upon Landlord.

If Tenant fails to timely pay any Rent or other amount due under this Lease, or fails to perform any of the terms hereof, Landlord may, at its option and without prejudice to any other remedy which Landlord may have, appropriate and apply or use all or any portion of the Security Deposit for Rent payments or any other amount then due and unpaid, for payment of any amount for which Landlord has become obligated as a result of Tenant's default or breach, and for any loss or damage sustained by Landlord as a result of Tenant's default or breach. If Landlord so uses any of the Security Deposit, Tenant shall, within ten (10) days after written demand therefor, restore the Security Deposit to the full amount originally deposited. Tenant's failure to do so shall constitute an act of default hereunder and Landlord shall have the right to exercise any remedy provided for in Section 19. hereof.

If Tenant defaults under this Lease more than two (2) times during any calendar year, irrespective of whether such default is cured, then, without limiting Landlord's other rights and remedies, Landlord may, in Landlord's sole discretion, modify the amount of the required Security Deposit. Within ten (10) days after Notice of such modification, Tenant shall submit to Landlord the required additional sums. Tenant's failure to do so shall constitute an act of default, and Landlord shall have the right to exercise any remedy provided for in Section 19. hereof.

If Tenant complies with all of the terms and conditions of this Lease, and Tenant is not in default on any of its obligations hereunder, then within the time period statutorily prescribed after Tenant vacates the Premises, Landlord shall return to Tenant (or, at Landlord's option, to the last subtenant or assignee of Tenant's interest hereunder) the Security Deposit less any expenditures made by Landlord to repair damages to the Premises caused by Tenant and to clean the Premises upon expiration or earlier termination of this Lease.

9. TENANT'S USE OF THE PREMISES.

The provisions of this Section are for the benefit of the Landlord and are not nor shall they be construed to be for the benefit of any tenant of the Building or Project.

9.1. Use. Tenant shall use the Premises solely for the purposes set forth in Section 2.20. No change in the Use of the Premises shall be permitted, except as provided in this Section 9.

9.1.1. If, at any time during the Term hereof, Tenant desires to change the Use of the Premises, including any change in Use associated with a proposed assignment or sublet of the Premises, Tenant shall provide Notice to Landlord of its request for approval of such proposed change in Use. Tenant shall promptly supply Landlord with such information concerning the proposed change in Use as Landlord may reasonably request. Landlord shall have the right to approve such proposed change in Use, which approval shall not be unreasonably withheld. Landlord's consent to any change in Use shall not be construed as a consent to any subsequent change in Use.

9.2. Observance of Law. Tenant shall not use or occupy the Premises or permit anything to be done in or about the Premises in violation of any declarations, covenant, condition or restriction, or law, statute, ordinance or governmental rules, regulations or requirements now in force or which may hereafter be enacted or promulgated. Tenant shall, at its sole cost and expense, upon Notice from Landlord, immediately discontinue any use of the Premises which is declared by any governmental authority having jurisdiction to be a violation of law or of the Certificate of Occupancy. Tenant shall promptly comply, at its sole cost and expense, with all laws, statutes, ordinances and governmental rules, regulations or requirements now in force or which may hereafter be imposed which shall by reason of Tenant's Use or occupancy of the Premises, impose any duty upon Tenant or Landlord with respect to Tenant's Use or occupation. Further, Tenant shall, at Tenant's sole cost and expense, bring the Premises into compliance with all such laws, including the Americans With Disabilities Act of 1990, as amended (ADA), whether or not the necessity for compliance is triggered by Tenant's Use, and Tenant shall make, at its sole cost and expense, any changes to the Premises required to accommodate Tenant's employees with disabilities (any work performed pursuant to this Section shall be subject to the terms of Section 12. hereof). The judgment

of any court of competent jurisdiction or the admission by Tenant in any action or proceeding against Tenant, whether Landlord is a party thereto or not, that Tenant has violated any such law, statute, ordinance, or governmental regulation, rule or requirement in the use or occupancy of the Premises, Building or Project shall be conclusive of that fact as between Landlord and Tenant.

9.3. Insurance. Tenant shall not do or permit to be done anything which will contravene, invalidate or increase the cost of any insurance policy covering the Building or Project and/or property located therein, and shall comply with all rules, orders, regulations, requirements and recommendations of Landlord's insurance carrier(s) or any board of fire insurance underwriters or other similar body now or hereafter constituted, relating to or affecting the condition, use or occupancy of the Premises, excluding structural changes not related to or affected by Tenant's improvements or acts. Tenant shall promptly upon demand reimburse Landlord for any additional premium charged for violation of this Section.

9.4. Nuisance and Waste. Tenant shall not do or permit anything to be done in or about the Premises which will in any way obstruct or interfere with the rights of other tenants or occupants of the Building or Project, or injure or annoy them, or use or allow the Premises to be used for any improper, unlawful or objectionable purpose. Tenant shall not cause, maintain or permit any nuisance in, on or about the Premises. Tenant shall not commit or suffer to be committed any waste in or upon the Premises.

9.5. Load and Equipment Limits. Tenant shall not place a load upon any floor of the Premises which exceeds the load per square foot which such floor was designed to carry as determined by Landlord or Landlord's structural engineer. The cost of any such determination made by Landlord's structural engineer in connection with Tenant's occupancy shall be paid by Tenant upon Landlord's demand. Tenant shall not install business machines or mechanical equipment which will in any manner cause noise objectionable to or injure other tenants in the Project.

9.6. Hazardous Material. Unless Tenant obtains the prior written consent of Landlord, which consent shall not be unreasonably withheld, Tenant shall not create, generate, use, bring, allow, emit, dispose, or permit on the Premises, Building or Project any toxic or hazardous gaseous, liquid, or solid material or waste, or any other hazardous material defined or listed in any applicable federal, state or local law, rule, regulation or ordinance. If Landlord grants its consent, Tenant shall comply with all applicable laws with respect to such hazardous material, including all laws affecting the use, storage and disposal thereof. If the presence of any hazardous material brought to the Premises, Building or Project by Tenant or Tenant's employees, agent or contractors results in contamination, Tenant shall promptly take all actions necessary, at Tenant's sole cost and expense, to remediate the contamination and restore the Premises, Building or Project to the condition that existed before introduction of such hazardous material. Tenant shall first obtain Landlord's approval of the proposed remedial action and shall keep Landlord informed during the process of remediation.

Tenant shall indemnify, defend and hold Landlord harmless from any claims, liabilities, costs or expenses incurred or suffered by Landlord arising from such bringing, allowing, using, permitting, generating, creating, emitting, or disposing of toxic or hazardous material whether or not consent to same has been granted by Landlord. Tenant's duty to defend, hold-harmless and indemnify Landlord hereunder shall survive the expiration or termination of this Lease. The consent requirement contained herein shall not apply to ordinary office products that may contain de minimis quantities of hazardous material; however, Tenant's indemnification obligations are not diminished with respect to the presence of such products. Tenant acknowledges that Tenant has an affirmative duty to immediately notify Landlord of any release or suspected release of hazardous material in the Premises or on or about the Project.

Medical waste and any other waste, the removal of which is regulated, shall be contracted for and disposed of by Tenant, at Tenant's expense, in accordance with all applicable laws and regulations. No material shall be placed in Project trash boxes, receptacles or Common Areas if the material is of such a nature that it cannot be disposed of in the ordinary and customary manner of removing and disposing of trash and garbage in the State without being in violation of any law or ordinance.

10. SERVICES AND UTILITIES.

Landlord agrees to furnish services and utilities to the Premises during normal business hours on generally recognized business days subject to the Rules and Regulations of the Building or Project and provided that Tenant is not in default hereunder. Services and utilities shall include reasonable quantities of, heating, ventilation and air conditioning (HVAC) as required in Landlord's reasonable judgment for the comfortable use and occupancy of the Premises; lighting replacement for building standard lights; window washing in a manner that such services are customarily furnished to comparable office buildings in the area. Landlord shall supply common area water for drinking, cleaning and restroom purposes only. Tenant, at Tenant's sole cost and expense, shall supply all paper and other products used within the Premises. During normal business hours on generally recognized business days, Landlord shall also maintain and keep lighted the common stairs, common entries and restrooms in the Building and shall furnish elevator service and restroom supplies. If Tenant desires HVAC or other services at any other time, Landlord shall use reasonable efforts to furnish such service upon reasonable notice from Tenant, and Tenant shall pay Landlord's charges therefor on demand. Landlord may provide telecommunications lines and systems as discussed in Section 35. hereof.

If permitted by law, Landlord shall have the right, in Landlord's reasonable discretion, at any time and from time to time during the Term, to contract for the provision of electricity (or any other utility) with, and to switch from, any company providing such utility. Tenant shall cooperate with Landlord and any such utility

provider at all times, and, as reasonably necessary, Tenant shall allow such parties access to the electric (or other utility) lines, feeders, risers, wiring and other machinery located within the Premises.

Landlord shall not be in default hereunder or be liable for any damages directly or indirectly resulting from, nor shall Rent be abated by reason of (a) the installation, use or interruption of use of any equipment in connection with the furnishing of any of the foregoing services, or (b) failure to furnish or delay in furnishing any such services where such failure or delay is caused by accident or any condition or event beyond the reasonable control of Landlord, or by the making of necessary repairs or improvements to the Premises, Building or Project, or (c) any change, failure, interruption, disruption or defect in the quantity or character of the electricity (or other utility) supplied to the Premises or Project, or (d) the limitation, curtailment or rationing of, or restrictions on, use of water, electricity, gas or any other form of energy serving the Premises, Building or Project. Landlord shall not be liable under any circumstances for a loss of or injury to property or business, however occurring, through, in connection with or incidental to the failure to furnish any such services.

~~The Premises shall be separately metered for electric and Tenant shall be responsible for all costs of the separate metering and all monthly charges related to the use of electricity within the Premises.~~

Notwithstanding anything contained herein to the contrary, if Tenant is granted the right to purchase electricity from a provider other than the company or companies used by Landlord, Tenant shall indemnify, defend, and hold harmless Landlord from and against all losses, claims, demands, expenses and judgments caused by, or directly or indirectly arising from, the acts or omissions of Tenant's electricity provider (including, but not limited to, expenses and/or fines incurred by Landlord in the event Tenant's electricity provider fails to provide sufficient power to the Premises, as well as damages resulting from the improper or faulty installation or construction of facilities or equipment in or on the Premises by Tenant or Tenant's electricity provider.

Nothing contained in this Section shall restrict Landlord's right to require at any time separate metering of utilities furnished to the Premises. If the separate metering of utilities furnished to the Premises is due to Tenant's excessive use of electric current, then the cost of any such meter and its installation, maintenance and repair shall be paid by Tenant. If Landlord requires separate metering for reasons other than Tenant's excessive consumption of electric current, then the cost of any such meter and its installation, maintenance and repair shall be paid by Landlord. In either event, accounts for all such separately metered utilities shall be in Tenant's name and paid for by Tenant.

If Tenant uses heat generating machines or equipment in the Premises that affects the temperature otherwise maintained by the HVAC system, Landlord reserves the right to install supplementary air conditioning units in the Premises and the cost thereof, including the cost of installation, operation and maintenance thereof, shall be paid by Tenant to Landlord upon demand therefor.

11. REPAIRS AND MAINTENANCE.

11.1. Landlord's Obligations. Landlord shall make structural repairs except as specified herein and shall maintain in good order, condition and repair the Building and all other portions of the Premises not the obligation of Tenant or of any other tenant in the Building. If applicable, Landlord shall also maintain in good order, condition and repair the ICN, the cost of which is a reimbursable expense unless responsibility therefor is assigned to a particular tenant.

11.2. Tenant's Obligations.

11.2.1. Tenant shall, at Tenant's sole expense and except for services furnished by Landlord pursuant to Section 10. hereof, maintain the Premises in good order, condition and repair. For the purposes of this Section 11.2.1., the term Premises shall be deemed to include all items and equipment installed by or for the benefit of or at the expense of Tenant, including without limitation the interior surfaces of the ceilings, walls and floors; all doors; all interior and exterior windows; dedicated heating, ventilating and air conditioning equipment; all plumbing, pipes and fixtures; electrical switches and fixtures; internal wiring as it connects to the ICN, if applicable; and Building Standard Tenant Improvements, if any.

11.2.2. Tenant shall be responsible for all repairs and alterations in and to the Premises, Building and Project and the facilities and systems thereof to the satisfaction of Landlord, the need for which arises out of (a) Tenant's use or occupancy of the Premises, (b) the installation, removal, use or operation of Tenant's Property (as defined in Section 13.) in the Premises, (c) the moving of Tenant's Property into or out of the Building, or (d) the act, omission, misuse or negligence of Tenant, its agents, contractors, employees or invitees.

11.2.3. If Tenant fails to maintain the Premises in good order, condition and repair, Landlord shall give Notice to Tenant to do such acts as are reasonably required to so maintain the Premises. If Tenant fails to promptly commence such work and diligently prosecute it to completion, then Landlord shall have the right to do such acts and expend such funds at the expense of Tenant as are reasonably required to perform such work.

11.3. Compliance with Law. Landlord and Tenant shall each do all acts necessary to comply with all applicable laws, statutes, ordinances, and rules of any public authority relating to their respective maintenance obligations as set forth herein. The provisions of Section 9.2. are deemed restated here.

11.4. Notice of Defect. If it is Landlord's obligation to repair, Tenant shall give Landlord prompt Notice, regardless of the nature or cause, of any damage to or defective condition in any part or appurtenance of the Building's mechanical, electrical, plumbing, HVAC or other systems serving, located in, or passing through the Premises.

11.5. Landlord's Liability. Except as otherwise expressly provided in this Lease, Landlord shall have no liability to Tenant nor shall Tenant's obligations under this Lease be reduced or abated in any manner by reason of any inconvenience, annoyance, interruption or injury to business arising from Landlord's making any repairs or changes which Landlord is required or permitted by this Lease or by any other tenant's lease or required by law to make in or to any portion of the Project, Building or Premises. Landlord shall nevertheless use reasonable efforts to minimize any interference with Tenant's conduct of its business in the Premises.

12. CONSTRUCTION, ALTERATIONS AND ADDITIONS.

12.1. Landlord's Construction Obligations. Landlord shall perform Landlord's Work to the Premises as described in Exhibit "D".

12.2. Tenant's Construction Obligations. Tenant shall perform Tenant's Work to the Premises as described in Exhibit "D" and shall comply with all of the provisions of this Section 12.

12.3. Tenant's Alterations and Additions. Except as provided in Section 12.2. above, Tenant shall not make any other additions, alterations or improvements to the Premises without obtaining the prior written consent of Landlord. Landlord's consent may be conditioned, without limitation, on Tenant removing any such additions, alterations or improvements upon the expiration of the Term and restoring the Premises to the same condition as on the date Tenant took possession. All of Tenant's Work described in Exhibit "D", as well as any addition, alteration or improvement, shall comply with all applicable laws, ordinances, codes and rules of any public authority (including, but not limited to the ADA) and shall be done in a good and professional manner by properly qualified and licensed personnel approved by Landlord. All work shall be diligently prosecuted to completion. Upon completion, Tenant shall furnish Landlord "as-built" plans. Prior to commencing any such work, Tenant shall furnish Landlord with plans and specifications; names and addresses of contractors; copies of all contracts; copies of all necessary permits; evidence of contractor's and subcontractor's insurance coverage for Builder's Risk at least as broad as Insurance Services Office (ISO) special causes of loss form CP 10 30, Commercial General Liability at least as broad as ISO CG 00 01, workers' compensation, employer's liability and auto liability, all in amounts reasonably satisfactory to Landlord; and indemnification in a form reasonably satisfactory to Landlord. The work shall be performed in a manner that will not interfere with the quiet enjoyment of the other tenants in the Building in which the Premises is located.

Landlord may require, in Landlord's sole discretion and at Tenant's sole cost and expense, that Tenant provide Landlord with a lien and completion bond in an amount equal to at least one and one-half (1-1/2) times the total estimated cost of any additions, alterations or improvements to be made in or to the Premises. Nothing contained in this Section 12.3. shall relieve Tenant of its obligation under Section 12.4. to keep the Premises, Building and Project free of all liens.

Tenant may request in writing to Landlord, at the time Tenant submits any alterations, additions or improvements to Landlord for approval, for Landlord to determine if Tenant will be required to remove said alterations, additions or improvements upon the expiration or earlier termination of the Lease Term. In such event, Landlord will provide Tenant with its answer prior to commencement of construction thereof by Tenant. Tenant's failure to request such decision of Landlord, or Landlord's failure to provide Tenant with a timely answer, shall be deemed as a decision by Landlord that such alterations, additions or improvements must be removed by Tenant prior to the expiration or earlier termination of the Lease.

12.4. Payment. Tenant shall pay the costs of any work done on the Premises pursuant to Sections 12.2. and 12.3., and shall keep the Premises, Building and Project free and clear of liens of any kind. Tenant hereby indemnifies, and agrees to defend against and keep Landlord free and harmless from all liability, loss, damage, costs, attorneys' fees and any other expense incurred on account of claims by any person performing work or furnishing materials or supplies for Tenant or any person claiming under Tenant.

Tenant shall give Notice to Landlord at least ten (10) business days prior to the expected date of commencement of any work relating to alterations, additions or improvements to the Premises. Landlord retains the right to enter the Premises and post such notices as Landlord deems proper at any reasonable time.

12.5. Property of Landlord. Except as otherwise set forth herein, all additions, alterations and improvements made to the Premises shall become the property of Landlord and shall be surrendered with the Premises upon the expiration of the Term unless their removal is required by Landlord as provided in Section 12.3., provided, however, Tenant's equipment, machinery and trade fixtures shall remain the Property of Tenant and shall be removed, subject to the provisions of Section 12.2.

13. LEASEHOLD IMPROVEMENTS; TENANT'S PROPERTY.

13.1. Leasehold Improvements. All fixtures, equipment (including air-conditioning or heating systems), improvements and appurtenances attached to or built into the Premises at the commencement or during the Term of the Lease (Leasehold Improvements), whether or not by or at the expense of Tenant, shall

be and remain a part of the Premises, shall be the property of Landlord and shall not be removed by Tenant, except as expressly provided in Section 13.2., unless Landlord, by Notice to Tenant not later than thirty (30) days prior to the expiration of the Term, elects to have Tenant remove any Leasehold Improvements installed by Tenant. In such case, Tenant, at Tenant's sole cost and expense and prior to the expiration of the Term, shall remove the Leasehold Improvements and repair any damage caused by such removal.

13.2. Tenant's Property. All signs, notices, displays, movable partitions, business and trade fixtures, machinery and equipment (excluding air-conditioning or heating systems, whether installed by Tenant or not), personal telecommunications equipment and office equipment located in the Premises and acquired by or for the account of Tenant, without expense to Landlord, which can be removed without structural damage to the Building, and all furniture, furnishings and other articles of movable personal property owned by Tenant and located in the Premises (collectively, Tenant's Property) shall be and shall remain the property of Tenant and may be removed by Tenant at any time during the Term; provided that if any of Tenant's Property is removed, Tenant shall promptly repair any damage to the Premises or to the Building resulting from such removal, including without limitation repairing the flooring and patching and painting the walls where required by Landlord to Landlord's reasonable satisfaction, all at Tenant's sole cost and expense.

14. INDEMNIFICATION.

14.1. Tenant Indemnification. Tenant shall indemnify and hold Landlord harmless from and against any and all liability and claims of any kind for loss or damage to any person or property arising out of: (a) Tenant's use and occupancy of the Premises, or the Building or Project, or any work, activity or thing done, allowed or suffered by Tenant in, on or about the Premises, the Building or the Project; (b) any breach or default by Tenant of any of Tenant's obligations under this Lease; or (c) any negligent or otherwise tortious act or omission of Tenant, its agents, employees, subtenants, licensees, customers, guests, invitees or contractors (including agents or contractors who perform work outside of the Premises for Tenant). At Landlord's request, Tenant shall, at Tenant's expense, and by counsel satisfactory to Landlord, defend Landlord in any action or proceeding arising from any such claim. Tenant shall indemnify Landlord against all costs, attorneys' fees, expert witness fees and any other expenses or liabilities incurred in such action or proceeding. As a material part of the consideration for Landlord's execution of this Lease, Tenant hereby assumes all risk of damage or injury to any person or property in, on or about the Premises from any cause and Tenant hereby waives all claims in respect thereof against Landlord, except in connection with damage or injury resulting solely from the gross negligence or willful misconduct of Landlord or its authorized agents.

14.2. Landlord Not Liable. Landlord shall not be liable for injury or damage which may be sustained by the person or property of Tenant, its employees, invitees or customers, or any other person in or about the Premises, caused by or resulting from fire, steam, electricity, gas, water or rain which may leak or flow from or into any part of the Premises, or from the breakage, leakage, obstruction or other defects of pipes, sprinklers, wires, appliances, plumbing, air conditioning, lighting fixtures or mechanical or electrical systems, whether such damage or injury results from conditions arising upon the Premises or upon other portions of the Building or Project or from other sources, unless the condition was the sole result of Landlord's gross negligence or willful misconduct. Landlord shall not be liable for any damages arising from any act or omission of any other tenant of the Building or Project or for the acts of persons in, on or about the Premises, Building or the Project who are not the authorized agents of Landlord or for losses due to theft, vandalism or like causes.

Tenant acknowledges that Landlord's election to provide mechanical surveillance or to post security personnel in the Building or on the Project is solely within Landlord's discretion. Landlord shall have no liability in connection with the decision whether or not to provide such services, and, to the extent permitted by law, Tenant hereby waives all claims based thereon.

15. TENANT'S INSURANCE.

15.1. Insurance Requirement. Tenant shall procure and maintain insurance coverage in accordance with the terms hereof, either as specific policies or within blanket policies. Coverage shall begin on the date Tenant is given access to the Premises for any purpose and shall continue until expiration of the Term, except as otherwise set forth in the Lease. The cost of such insurance shall be borne by Tenant.

Insurance shall be with insurers licensed to do business in the State, and acceptable to Landlord. The insurers must have a current A.M. Best's rating of not less than A:VII, or equivalent (as reasonably determined by Landlord) if the Best's rating system is discontinued.

Tenant shall furnish Landlord with original certificates and amendatory endorsements effecting coverage required by this Section 15. before the date Tenant is first given access to the Premises. All certificates and endorsements are to be received and approved by Landlord before any work commences. Landlord reserves the right to inspect and/or copy any insurance policy required to be maintained by Tenant hereunder, or to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required herein at any time. Tenant shall comply with such requirement within thirty (30) days of demand therefor by Landlord. Tenant shall furnish Landlord with renewal certificates and amendments or a "binder" of any such policy at least twenty (20) days prior to the expiration thereof. Each insurance policy required herein shall be endorsed to state that coverage shall not be canceled, except after thirty (30) days prior written notice to Landlord and Landlord's lender (if such lender's address is provided).

The Commercial General Liability policy, as hereinafter required, shall contain, or be endorsed to contain, the following provisions: (a) Landlord and any parties designated by Landlord shall be covered as additional insureds as their respective interests may appear; and (b) Tenant's insurance coverage shall be primary insurance as to any insurance carried by the parties designated as additional insureds. Any insurance or self-insurance maintained by Landlord shall be excess of Tenant's insurance and shall not contribute with it.

15.2. Minimum Scope of Coverage. Coverage shall be at least as broad as set forth herein. However, if, because of Tenant's Use or occupancy of the Premises, Landlord determines, in Landlord's reasonable judgment, that additional insurance coverage or different types of insurance are necessary, then Tenant shall obtain such insurance at Tenant's expense in accordance with the terms of this Section 15.

15.2.1. Commercial General Liability (ISO occurrence form CG 00 01) which shall cover liability arising from Tenant's Use and occupancy of the Premises, its operations therefrom, Tenant's independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

15.2.2. Workers' Compensation insurance as required by law, and Employers Liability insurance.

15.2.3. Commercial Property Insurance (ISO special causes of loss form CP 10 30) against all risk of direct physical loss or damage (including flood, if applicable), earthquake excepted, for: (a) all leasehold improvements (including any alterations, additions or improvements made by Tenant pursuant to the provisions of Section 12. hereof) in, on or about the Premises; and (b) trade fixtures, merchandise and Tenant's Property from time to time in, on or about the Premises. The proceeds of such property insurance shall be used for the repair or replacement of the property so insured. Upon termination of this Lease following a casualty as set forth herein, the proceeds under (a) shall be paid to Landlord, and the proceeds under (b) above shall be paid to Tenant.

15.2.4. Business Auto Liability.

Landlord shall, during the Term hereof, maintain in effect similar insurance on the Building and Common Area.

15.2.5. Business Interruption and Extra Expense Insurance.

15.3. Minimum Limits of Insurance. Tenant shall maintain limits not less than:

15.3.1. Commercial General Liability: \$1,000,000 per occurrence. If the insurance contains a general aggregate limit, either the general aggregate limit shall apply separately to this location or the general aggregate limit shall be at least twice the required occurrence limit.

15.3.2. Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

15.3.3. Commercial Property Insurance: 100% replacement cost with no coinsurance penalty provision.

15.3.4. Business Auto Liability: \$1,000,000 per accident.

15.3.5. Business Interruption and Extra Expense Insurance: In a reasonable amount and comparable to amounts carried by comparable tenants in comparable projects.

15.4. Deductible and Self-Insured Retention. Any deductible or self-insured retention in excess of \$5,000 per occurrence must be declared to and approved by Landlord. At the option of Landlord, either the insurer shall reduce or eliminate such deductible or self-insured retention or Tenant shall provide separate insurance conforming to this requirement.

15.5. Increases in Insurance Policy Limits. If the coverage limits set forth in this Section 15. are deemed inadequate by Landlord or Landlord's lender, then Tenant shall increase the coverage limits to the amounts reasonably recommended by either Landlord or Landlord's lender. Landlord agrees that any such required increases in coverage limits shall not occur more frequently than once every three (3) years.

15.6. Waiver of Subrogation. Landlord and Tenant each hereby waive all rights of recovery against the other and against the officers, employees, agents and representatives, contractors and invitees of the other, on account of loss by or damage to the waiving party or its property or the property of others under its control, to the extent that such loss or damage is insured against under any insurance policy which may have been in force at the time of such loss or damage.

15.7. Landlord's Right to Obtain Insurance for Tenant. If Tenant fails to obtain the insurance coverage or fails to provide certificates and endorsements as required by this Lease, Landlord may, at its option, obtain such insurance for Tenant. Tenant shall pay, as Additional Rent, the reasonable cost thereof together with a twenty-five percent (25%) service charge.

16. DAMAGE OR DESTRUCTION.

16.1. Damage. If, during the Term of this Lease, the Premises or the portion of the Building necessary for Tenant's occupancy is damaged by fire or other casualty covered by fire and extended coverage insurance carried by Landlord, Landlord shall promptly repair the damage provided (a) such repairs can, in Landlord's opinion, be completed, under applicable laws and regulations, within one hundred eighty (180) days of the date a permit for such construction is issued by the governing authority, (b) insurance proceeds are available to pay eighty percent (80%) or more of the cost of restoration, and (c) Tenant performs its obligations pursuant to Section 16.4. hereof. In such event, this Lease shall continue in full force and effect, except that if such damage is not the result of the negligence or willful misconduct of Tenant, its agents or employees, Tenant shall be entitled to a proportionate reduction of Rent to the extent Tenant's use of the Premises is impaired, commencing with the date of damage and continuing until completion of the repairs required of Landlord under Section 16.4. If the damage is due to the fault or neglect of Tenant, its agents or employees and loss of rental income insurance is denied as a result, there shall be no abatement of Rent.

Notwithstanding anything contained in the Lease to the contrary, in the event of partial or total damage or destruction of the Premises during the last twelve (12) months of the Term, either party shall have the option to terminate this Lease upon thirty (30) days prior Notice to the other party provided such Notice is served within thirty (30) days after the damage or destruction. For purposes of this Section 16.1., "partial damage or destruction" shall mean the damage or destruction of at least thirty-three and one-third percent (33 and 1/3%) of the Premises, as determined by Landlord in Landlord's reasonable discretion.

16.2. Repair of Premises in Excess of One Hundred Eighty Days. If in Landlord's opinion, such repairs to the Premises or portion of the Building necessary for Tenant's occupancy cannot be completed under applicable laws and regulations within one hundred eighty (180) days of the date a permit for such construction is issued by the governing authority, Landlord may elect, upon Notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but Rent shall be partially abated as provided in this Section 1. If Landlord does not so elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.

16.3. Repair Outside Premises. If any other portion of the Building or Project is totally destroyed or damaged to the extent that in Landlord's opinion repair thereof cannot be completed under applicable laws and regulations within one hundred eighty (180) days of the date a permit for such construction is issued by the governing authority, Landlord may elect upon Notice to Tenant given within thirty (30) days after the date of such fire or other casualty, to repair such damage, in which event this Lease shall continue in full force and effect, but Rent shall be partially abated as provided in this Section 16. If Landlord does not elect to make such repairs, this Lease shall terminate as of the date of such fire or other casualty.

16.4. Tenant Repair. If the Premises are to be repaired under this Section 16., Landlord shall repair at its cost any injury or damage to the Building and Building Standard Tenant Improvements, if any. Notwithstanding anything contained herein to the contrary, Landlord shall not be obligated to perform work other than Landlord's Work performed previously pursuant to Section 12.1. hereof. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of any other Leasehold Improvements and Tenant's Property (as well as reconstructing and reconnecting Tenant's internal telecommunications wiring and related equipment). Landlord shall not be liable for any loss of business, inconvenience or annoyance arising from any repair or restoration of any portion of the Premises, Building or Project as a result of any damage from fire or other casualty.

16.5. Election Not to Perform Landlord's Work. Notwithstanding anything to the contrary contained herein, Landlord shall provide Notice to Tenant of its intent to repair or replace the Premises (if Landlord elects to perform such work), and, within ten (10) days of its receipt of such Notice, Tenant shall provide Notice to Landlord of its intent to reoccupy the Premises. Should Tenant fail to provide such Notice to Landlord, then such failure shall be deemed an election by Tenant not to re-occupy the Premises and Landlord may elect not to perform the repair or replacement of the Premises. Such election shall not result in a termination of this Lease and all obligations of Tenant hereunder shall remain in full force and effect, including the obligation to pay Rent.

16.6. Express Agreement. This Lease shall be considered an express agreement governing any case of damage to or destruction of the Premises, Building or Project by fire or other casualty, and any present or future law which purports to govern the rights of Landlord and Tenant in such circumstances in the absence of an express agreement shall have no application.

17. EMINENT DOMAIN.

17.1. Whole Taking. If the whole of the Building or Premises is lawfully taken by condemnation or in any other manner for any public or quasi-public purpose, this Lease shall terminate as of the date of such taking, and Rent shall be prorated to such date.

17.2. Partial Taking. If less than the whole of the Building or Premises is so taken, this Lease shall be unaffected by such taking, provided that (a) Tenant shall have the right to terminate this Lease by Notice to Landlord given within ninety (90) days after the date of such taking if twenty percent (20%) or more of the Premises is taken and the remaining area of the Premises is not reasonably sufficient for Tenant to

continue operation of its business, and (b) Landlord shall have the right to terminate this Lease by Notice to Tenant given within ninety (90) days after the date of such taking. If either Landlord or Tenant so elects to terminate this Lease, the Lease shall terminate on the thirtieth (30th) calendar day after either such Notice. Rent shall be prorated to the date of termination. If this Lease continues in force upon such partial taking, Base Rent and Tenant's Proportionate Share shall be equitably adjusted.

17.3. Proceeds. In the event of any taking, partial or whole, all of the proceeds of any award, judgment or settlement payable by the condemning authority shall be the exclusive property of Landlord, and Tenant hereby assigns to Landlord all of its right, title and interest in any award, judgment or settlement from the condemning authority; however, Tenant shall have the right, to the extent that Landlord's award is not reduced or prejudiced, to claim from the condemning authority (but not from Landlord) such compensation as may be recoverable by Tenant in its own right for relocation expenses and damage to Tenant's Property and damage to Leasehold Improvements installed at the sole expense of Tenant.

17.4. Landlord's Restoration. In the event of a partial taking of the Premises which does not result in a termination of this Lease, Landlord shall restore the remaining portion of the Premises as nearly as practicable to its condition prior to the condemnation or taking; provided however, Landlord shall not be obligated to perform work other than Landlord's Work performed previously pursuant to Section 12.1. hereof. Tenant shall be responsible at its sole cost and expense for the repair, restoration and replacement of Tenant's Property and any other Leasehold Improvements.

18. ASSIGNMENT AND SUBLETTING.

No assignment of this Lease or sublease of all or any part of the Premises shall be permitted, except as provided in this Section 18.

18.1. No Assignment or Subletting. Tenant shall not, without the prior written consent of Landlord, assign or hypothecate this Lease or any interest herein or sublet the Premises or any part thereof, or permit the use of the Premises or any part thereof by any party other than Tenant. Any of the foregoing acts without such consent shall be voidable and shall, at the option of Landlord, constitute a default hereunder. This Lease shall not, nor shall any interest of Tenant herein, be assignable by operation of law without the prior written consent of Landlord.

18.1.1. For purposes of this Section 18., the following shall be deemed an assignment:

18.1.1.1. If Tenant is a partnership, any withdrawal or substitution (whether voluntary, involuntary, or by operation of law, and whether occurring at one time or over a period of time) of any partner(s) owning twenty-five (25%) or more (cumulatively) of any interest in the capital or profits of the partnership, or the dissolution of the partnership;

18.1.1.2. If Tenant is a corporation, any dissolution, merger, consolidation, or other reorganization of Tenant, any sale or transfer (or cumulative sales or transfers) of the capital stock of Tenant in excess of twenty-five percent (25%), or any sale (or cumulative sales) or transfer of fifty-one (51%) or more of the value of the assets of Tenant provided, however, the foregoing shall not apply to corporations the capital stock of which is publicly traded.

18.2. Landlord's Consent. If, at any time or from time to time during the Term hereof, Tenant desires to assign this Lease or sublet all or any part of the Premises, and if Tenant is not then in default under the terms of the Lease, Tenant shall submit to Landlord a written request for approval setting forth the terms and provisions of the proposed assignment or sublease, the identity of the proposed assignee or subtenant, and a copy of the proposed form of assignment or sublease. Tenant's request for consent shall be submitted to Landlord at least thirty (30) days prior to the intended date of such transfer. Tenant shall promptly supply Landlord with such information concerning the business background and financial condition of such proposed assignee or subtenant as Landlord may reasonably request. Landlord shall have the right to approve such proposed assignee or subtenant, which approval shall not be unreasonably withheld. In no event however, shall Landlord be required to consent to any assignment or sublease (a) to an existing tenant in the Project or (b) that may violate any restrictions contained in any mortgage, lease or agreement affecting the Project. Landlord's consent to any assignment shall not be construed as a consent to any subsequent assignment, subletting, transfer of partnership interest or stock, occupancy or use.

18.2.1. Landlord's approval shall be conditioned, among other things, on Landlord's receiving adequate assurances of future performance under this Lease and any sublease or assignment. In determining the adequacy of such assurances, Landlord may base its decision on such factors as it deems appropriate, including but not limited to:

18.2.1.1. that the source of rent and other consideration due under this Lease, and, in the case of assignment, that the financial condition and operating performance and business experience of the proposed assignee and its guarantors, if any, shall be equal to or greater than the financial condition and operating performance and experience of Tenant and its guarantors, if any, as of the time Tenant became the lessee under this Lease;

18.2.1.2. that any assumption or assignment of this Lease will not result in increased cost or expense, wear and tear, greater traffic or demand for services and utilities provided by Landlord pursuant to Section 10. hereof and will not disturb or be detrimental to other tenants of Landlord;

18.2.1.3. whether the proposed assignee's use of the Premises will include the use of Hazardous Material, or will in any way increase any risk to Landlord relating to Hazardous Material; and

18.2.1.4. that assumption or assignment of such lease will not disrupt any tenant mix or balance in the project.

18.2.2. The assignment or sublease shall be on the same terms and conditions set forth in the written request for approval given to Landlord, or, if different, upon terms and conditions consented to by Landlord;

18.2.3. No assignment or sublease shall be valid and no assignee or sublessee shall take possession of the Premises or any part thereof until an executed counterpart of such assignment or sublease has been delivered to Landlord;

18.2.4. No assignee or sublessee shall have a further right to assign or sublet except on the terms herein contained;

18.2.5. Any sums or other economic considerations received by Tenant as a result of such assignment or subletting, however denominated under the assignment or sublease, which exceed, in the aggregate (a) the total sums which Tenant is obligated to pay Landlord under this Lease (prorated to reflect obligations allocable to any portion of the Premises subleased), plus (b) any real estate brokerage commissions or fees payable to third parties in connection with such assignment or subletting, shall be shared equally by Tenant and Landlord as Additional Rent under this Lease without effecting or reducing any other obligations of Tenant hereunder.

If Landlord consents to the proposed transfer, Tenant shall deliver to Landlord three (3) fully executed original documents (in the form previously approved by Landlord) and Landlord shall attach its consent thereto. Landlord shall retain one (1) fully executed original document. No transfer of Tenant's interest in this Lease shall be deemed effective until the terms and conditions of this Section 18. have been fulfilled.

18.3. Tenant Remains Responsible. No subletting or assignment shall release Tenant of Tenant's obligations under this Lease or alter the primary liability of Tenant to pay the Rent and to perform all other obligations to be performed by Tenant hereunder. The acceptance of Rent by Landlord from any other person shall not be deemed to be a waiver by Landlord of any provision hereof. Consent to one assignment or subletting shall not be deemed consent to any subsequent assignment or subletting. In the event of default by an assignee or subtenant of Tenant or any successor of Tenant in the performance of any of the terms hereof, Landlord may proceed directly against Tenant without the necessity of exhausting remedies against such assignee, subtenant or successor. Landlord may consent to subsequent assignments or sublets of the Lease or amendments or modifications to the Lease with assignees of Tenant, without notifying Tenant, or any successor of Tenant, and without obtaining its or their consent thereto and any such actions shall not relieve Tenant of liability under this Lease.

18.4. Conversion to a Limited Liability Entity. Notwithstanding anything contained herein to the contrary, if Tenant is a limited or general partnership (or is comprised of two (2) or more persons, individually or as co-partners, or entities), the change or conversion of Tenant to (a) a limited liability company, (b) a limited liability partnership, or (c) any other entity which possesses the characteristics of limited liability (any such limited liability entity is collectively referred to herein as a "Successor Entity") shall be prohibited unless the prior written consent of Landlord is obtained, which consent may be withheld in Landlord's sole discretion.

18.4.1. Notwithstanding the preceding paragraph, Landlord agrees not to unreasonably withhold or delay such consent provided that:

18.4.1.1. The Successor Entity succeeds to all or substantially all of Tenant's business and assets;

18.4.1.2. The Successor Entity shall have a tangible net worth (Tangible Net Worth), determined in accordance with generally accepted accounting principles, consistently applied, of not less than the greater of the Tangible Net Worth of Tenant on (a) the date of execution of the Lease, or (b) the day immediately preceding the proposed effective date of such conversion; and

18.4.1.3. Tenant is not in default of any of the terms, covenants, or conditions of this Lease on the proposed effective date of such conversion.

18.5. Payment of Fees. If Tenant assigns the Lease or sublets the Premises or requests the consent of Landlord to any assignment, subletting or conversion to a limited liability entity, then Tenant shall, upon demand, pay Landlord, whether or not consent is ultimately given, an administrative fee of Three

Hundred and 00/100 Dollars (\$300.00) plus costs and other reasonable expenses incurred by Landlord in connection with each such act or request.

19. DEFAULT.

19.1. Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

19.1.1. If Tenant abandons the Premises.

19.1.2. If Tenant fails to pay any Rent or Additional Rent or any other charges required to be paid by Tenant under this Lease and such failure continues for three (3) business days after receipt of Notice thereof from Landlord to Tenant.

19.1.3. If Tenant fails to promptly and fully perform any other covenant, condition or agreement contained in this Lease and such failure continues for thirty (30) days after Notice thereof from Landlord to Tenant, or, if such default cannot reasonably be cured within thirty (30) days, if Tenant fails to commence to cure within that thirty (30) day period and diligently prosecute to completion.

19.1.4. Tenant's failure to occupy the Premises within ten (10) days after delivery of possession (as defined in Section 4. hereof).

19.1.5. Tenant's failure to provide any document, instrument or assurance as required by Sections 12., 15., 18. and/or 35. if the failure continues for three (3) business days after receipt of Notice from Landlord to Tenant.

19.1.6. To the extent provided by law:

19.1.6.1. If a writ of attachment or execution is levied on this Lease or on substantially all of Tenant's Property; or

19.1.6.2. If Tenant or Tenant's Guarantor makes a general assignment for the benefit of creditors; or

19.1.6.3. If Tenant files a voluntary petition for relief or if a petition against Tenant in a proceeding under the federal bankruptcy laws or other insolvency laws is filed and not withdrawn or dismissed within sixty (60) days thereafter, or if under the provisions of any law providing for reorganization or winding up of corporations, any court of competent jurisdiction assumes jurisdiction, custody or control of Tenant or any substantial part of its property and such jurisdiction, custody or control remains in force unrelinquished, unstayed or unterminated for a period of sixty (60) days; or

19.1.6.4. If in any proceeding or action in which Tenant is a party, a trustee, receiver, agent or custodian is appointed to take charge of the Premises or Tenant's Property (or has the authority to do so); or

19.1.6.5. If Tenant is a partnership or consists of more than one (1) person or entity, if any partner of the partnership or other person or entity is involved in any of the acts or events described in Sections 19.1.6.1. through above.

19.2. Landlord Remedies. In the event of Tenant's default hereunder, after any applicable cure period, then, in addition to any other rights or remedies Landlord may have under any law or at equity, Landlord shall have the right to collect interest on all past due sums (at the maximum rate permitted by law to be charged by an individual), and, at Landlord's option and without further notice or demand of any kind, to do the following:

19.2.1. Terminate this Lease and Tenant's right to possession of the Premises and reenter the Premises and take possession thereof, and Tenant shall have no further claim to the Premises or under this Lease; or

19.2.2. Continue this Lease in effect, reenter and occupy the Premises for the account of Tenant, and collect any unpaid Rent or other charges which have or thereafter become due and payable; or

19.2.3. Reenter the Premises under the provisions of Section 19.2.2., and thereafter elect to terminate this Lease and Tenant's right to possession of the Premises.

If Landlord reenters the Premises under the provisions of Sections 19.2.2. or 19.2.3. above, Landlord shall not be deemed to have terminated this Lease or the obligation of Tenant to pay any Rent or other charges thereafter accruing unless Landlord notifies Tenant in writing of Landlord's election to terminate this Lease. Acts of maintenance, efforts to relet the Premises or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this Lease shall not constitute a termination of Tenant's obligations under the Lease. In the event of any reentry or retaking of possession by Landlord, Landlord shall have the

right, but not the obligation, to remove all or any part of Tenant's Property in the Premises and to place such property in storage at a public warehouse at the expense and risk of Tenant. If Landlord elects to relet the Premises for the account of Tenant, the rent received by Landlord from such reletting shall be applied as follows: first, to the payment of any indebtedness other than Rent due hereunder from Tenant to Landlord; second, to the payment of any costs of such reletting; third, to the payment of the cost of any alterations or repairs to the Premises; fourth to the payment of Rent due and unpaid hereunder; and the balance, if any, shall be held by Landlord and applied in payment of future Rent as it becomes due. If that portion of Rent received from the reletting which is applied against the Rent due hereunder is less than the amount of the Rent due, Tenant shall pay the deficiency to Landlord promptly upon demand by Landlord. Such deficiency shall be calculated and paid monthly. Tenant shall also pay to Landlord, as soon as determined, any costs and expenses incurred by Landlord in connection with such reletting or in making alterations and repairs to the Premises which are not covered by the rent received from the reletting.

19.3. Damages Recoverable. Should Landlord elect to terminate this Lease under the provisions of Section 19.2., Landlord may recover as damages from Tenant the following:

19.3.1. Past Rent. The worth at the time of the award of any unpaid Rent that had been earned at the time of termination including the value of any Rent that was abated during the Term of the Lease (except Rent that was abated as a result of damage or destruction or condemnation); plus

19.3.2. Rent Prior to Award. The worth at the time of the award of the amount by which the unpaid Rent that would have been earned between the time of the termination and the time of the award exceeds the amount of unpaid Rent that Tenant proves could reasonably have been avoided; plus

19.3.3. Rent After Award. The worth at the time of the award of the amount by which the unpaid Rent for the balance of the Term after the time of award exceeds the amount of the unpaid Rent that Tenant proves could be reasonably avoided; plus

19.3.4. Proximately Caused Damages. Any other amount necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, any costs or expenses (including attorneys' fees), incurred by Landlord in (a) retaking possession of the Premises, (b) maintaining the Premises after Tenant's default, (c) preparing the Premises for reletting to a new tenant, including any repairs or alterations, and (d) reletting the Premises, including brokers' commissions.

"The worth at the time of the award" as used in Sections 19.3.1. and 19.3.2. above, is to be computed by allowing interest at the maximum rate permitted by law to be charged by an individual. "The worth at the time of the award" as used in Section 19.3.3. above, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank situated nearest to the Premises at the time of the award plus one percent (1%).

19.4. Landlord's Right to Cure Tenant's Default. If Tenant defaults in the performance of any of its obligations under this Lease and Tenant has not timely cured the default after Notice, Landlord may (but shall not be obligated to), without waiving such default, perform the same for the account and at the expense of Tenant. Tenant shall pay Landlord all costs of such performance immediately upon written demand therefor, and if paid at a later date these costs shall bear interest at the maximum rate permitted by law to be charged by an individual.

19.5. Landlord's Default. If Landlord fails to perform any covenant, condition or agreement contained in this Lease within thirty (30) days after receipt of Notice from Tenant specifying such default, or, if such default cannot reasonably be cured within thirty (30) days if Landlord fails to commence to cure within that thirty (30) day period and diligently prosecute to completion, then Landlord shall be liable to Tenant for any damages sustained by Tenant as a result of Landlord's breach; provided, however, it is expressly understood and agreed that if Tenant obtains a money judgment against Landlord resulting from any default or other claim arising under this Lease, that judgment shall be satisfied only out of the rents, issues, profits, and other income actually received on account of Landlord's right, title and interest in the Premises, Building or Project, and no other real, personal or mixed property of Landlord (or of any of the partners which comprise Landlord, if any), wherever situated, shall be subject to levy to satisfy such judgment.

19.6. Mortgagee Protection. Tenant agrees to send by certified or registered mail to any first mortgagee or first deed of trust beneficiary of Landlord whose address has been furnished to Tenant, a copy of any notice of default served by Tenant on Landlord. If Landlord fails to cure such default within the time provided for in this Lease, then such mortgagee or beneficiary shall have such additional time to cure the default as is reasonably necessary under the circumstances.

19.7. Tenant's Right to Cure Landlord's Default. If, after Notice to Landlord of default, Landlord (or any first mortgagee or first deed of trust beneficiary of Landlord) fails to cure the default as provided herein, then Tenant shall have the right to cure that default at Landlord's expense. Tenant shall not have the right to terminate this Lease or to withhold, reduce or offset any amount against any payments of Rent or any other charges due and payable under this Lease except as otherwise specifically provided herein. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford

Tenant the right to make repairs at Landlord's expense or to terminate this Lease because of Landlord's failure to keep the Premises in good order, condition and repair.

20. WAIVER.

No delay or omission in the exercise of any right or remedy of Landlord upon any default by Tenant shall impair such right or remedy or be construed as a waiver of such default. The receipt and acceptance by Landlord of delinquent Rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular Rent payment involved (excluding the collection of a late charge or interest).

No act or conduct of Landlord, including, without limitation, the acceptance of keys to the Premises, shall constitute an acceptance of the surrender of the Premises by Tenant before the expiration of the Term. Only written acknowledgement from Landlord to Tenant shall constitute acceptance of the surrender of the Premises and accomplish a termination of this Lease.

Landlord's consent to or approval of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent act by Tenant.

Any waiver by Landlord of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Lease.

21. SUBORDINATION AND ATTORNMENMENT.

This Lease is and shall be subject and subordinate to all ground or underlying leases (including renewals, extensions, modifications, consolidations and replacements thereof) which now exist or may hereafter be executed affecting the Building or the land upon which the Building is situated, or both, and to the lien of any mortgages or deeds of trust in any amount or amounts whatsoever (including renewals, extensions, modifications, consolidations and replacements thereof) now or hereafter placed on or against the Building or on or against Landlord's interest or estate therein, or on or against any ground or underlying lease, without the necessity of the execution and delivery of any further instruments on the part of Tenant to effectuate such subordination. Nevertheless, Tenant covenants and agrees to execute and deliver upon demand, without charge therefor, such further instruments evidencing such subordination of this Lease to such ground or underlying leases, and to the lien of any such mortgages or deeds of trust as may be reasonably required by Landlord.

Notwithstanding anything contained herein to the contrary, if any mortgagee, trustee or ground lessor shall elect that this Lease is senior to the lien of its mortgage, deed of trust or ground lease, and shall give written notice thereof to Tenant, this Lease shall be deemed prior to such mortgage, deed of trust or ground lease, whether this Lease is dated prior or subsequent to the date of said mortgage, deed of trust, or ground lease, or the date of the recording thereof.

In the event of any foreclosure sale, transfer in lieu of foreclosure or termination of the lease in which Landlord is lessee, Tenant shall attorn to the purchaser, transferee or lessor as the case may be, and recognize that party as Landlord under this Lease, provided such party acquires and accepts the Premises subject to this lease.

22. TENANT ESTOPPEL CERTIFICATES.

22.1. Landlord Request for Estoppel Certificate. Within ten (10) days after written request from Landlord, Tenant shall execute and deliver to Landlord or Landlord's designee, in the form reasonably requested by Landlord, a written statement certifying, among other things, (a) that this Lease is unmodified and in full force and effect, or that it is in full force and effect as modified and stating the modifications; (b) the amount of Base Rent and the date to which Base Rent and Additional Rent have been paid in advance; (c) the amount of any security deposited with Landlord; and (d) that Landlord is not in default hereunder or, if Landlord is claimed to be in default, stating the nature of any claimed default. Any such statement may be conclusively relied upon by a prospective purchaser, assignee or encumbrancer of the Premises.

22.2. Failure to Execute. Tenant's failure to execute and deliver such statement within the time required shall at Landlord's election be a default under this Lease and shall also be conclusive upon Tenant that: (a) this Lease is in full force and effect and has not been modified except as represented by Landlord; (b) there are no uncured defaults in Landlord's performance and that Tenant has no right of offset, counter-claim or deduction against Rent and (c) not more than one month's Rent has been paid in advance.

23. NOTICE.

Notice shall be in writing and shall be deemed duly served or given if personally delivered, sent by certified or registered U.S. Mail, postage prepaid with a return receipt requested, or sent by overnight courier service, fee prepaid with a return receipt requested, as follows: (a) if to Landlord, to Landlord's Address for Notice with a copy to the Building manager, and (b) if to Tenant, to Tenant's Mailing Address; provided, however, Notices to Tenant shall be deemed duly served or given if delivered or sent to Tenant at the Premises. Landlord and Tenant may from time to time by Notice to the other designate another place for receipt of future Notice. Notwithstanding anything contained herein to the contrary, when an applicable

State statute requires service of Notice in a particular manner, service of that Notice in accordance with those particular requirements shall replace rather than supplement any Notice requirement set forth in the Lease.

24. TRANSFER OF LANDLORD'S INTEREST.

In the event of any sale or transfer by Landlord of the Premises, Building or Project, and assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of any and all liability and obligations contained in or derived from this Lease arising out of any act, occurrence or omission relating to the Premises, Building, Project or Lease occurring after the consummation of such sale or transfer, provided the purchaser shall expressly assume all of the covenants and obligations of Landlord under this Lease. This Lease shall not be affected by any such sale and Tenant agrees to attorn to the purchaser or assignee provided all of Landlord's obligations hereunder are assumed by such transferee. If any security deposit or prepaid Rent has been paid by Tenant, Landlord shall transfer the security deposit or prepaid Rent to Landlord's successor and upon such transfer, Landlord shall be relieved of any and all further liability with respect thereto.

25. SURRENDER OF PREMISES.

25.1. Clean and Same Condition. Upon the Expiration Date or earlier termination of this Lease, Tenant shall peaceably surrender the Premises to Landlord clean and in the same condition as when received, except for (a) reasonable wear and tear, (b) loss by fire or other casualty, and (c) loss by condemnation. Tenant shall remove Tenant's Property no later than the Expiration Date. If Tenant is required by Landlord to remove any additions, alterations, or improvements under Section 12.3., Tenant shall complete such removal no later than the Expiration Date. Any damage to the Premises, including any structural damage, resulting from removal of any addition, alteration, or improvement made pursuant to Section 12.3. and/or from Tenant's use or from the removal of Tenant's Property pursuant to Section 13.2. shall be repaired (in accordance with Landlord's reasonable direction) no later than the Expiration Date by Tenant at Tenant's sole cost and expense. On the Expiration Date, Tenant shall surrender all keys to the Premises.

25.2. Failure to Deliver Possession. If Tenants fails to vacate and deliver possession of the Premises to Landlord on the expiration or sooner termination of this Lease as required by Section 12.3., Tenant shall indemnify, defend and hold Landlord harmless from all claims, liabilities and damages resulting from Tenant's failure to vacate and deliver possession of the Premises, including, without limitation, claims made by a succeeding tenant resulting from Tenant's failure to vacate and deliver possession of the Premises and rental loss which Landlord suffers.

25.3. Property Abandoned. If Tenant abandons or surrenders the Premises, or is dispossessed by process of law or otherwise, any of Tenant's Property left on the Premises shall be deemed to be abandoned, and, at Landlord's option, title shall pass to Landlord under this Lease as by a bill of sale. If Landlord elects to remove all or any part of such Tenant's Property, the cost of removal, including repairing any damage to the Premises or Building caused by such removal, shall be paid by Tenant.

26. HOLDING OVER.

Tenant shall not occupy the Premises after the Expiration Date without Landlord's consent. If after expiration of the Term, Tenant remains in possession of the Premises with Landlord's permission (express or implied), Tenant shall become a tenant from month to month only upon all the provisions of this Lease (except as to the term and Base Rent). Monthly Installments of Base Rent payable by Tenant during this period shall be increased to the greater of one hundred fifty percent (150%) of the fair market rental value of the Premises (as reasonably determined by Landlord) or two hundred percent (200%) of the Monthly Installments of Base Rent payable by Tenant in the final month of the Term. The tenancy may be terminated by either party by delivering a thirty (30) day Notice to the other party. Nothing contained in this Section 26. shall be construed to limit or constitute a waiver of any other rights or remedies available to Landlord pursuant to this Lease or at law.

27. RULES AND REGULATIONS.

Tenant agrees to comply with (and cause its agents, contractors, employees and invitees to comply with) the rules and regulations attached hereto as Exhibit "E" and with such reasonable modifications thereof and additions thereto as Landlord may from time to time make. Landlord agrees to enforce the rules and regulations uniformly against all tenants of the Project. Landlord shall not be liable, however, for any violation of said rules and regulations by other tenants or occupants of the Building or Project.

28. CERTAIN RIGHTS RESERVED BY LANDLORD.

Landlord reserves the following rights, exercisable without (a) liability to Tenant for damage or injury to property, person or business; (b) being found to have caused an actual or constructive eviction from the Premises; or (c) being found to have disturbed Tenant's use or possession of the Premises.

28.1. Name. To name the Building and Project and to change the name or street address of the Building or Project.

28.2. Signage. To install and maintain all signs on the exterior and interior of the Building and Project.

28.3. Access. To have pass keys to the Premises and all doors within the Premises, excluding Tenant's files, vaults and safes.

28.4. Physical Changes. To stripe or re-stripe, re-surface, enlarge, change the grade or drainage of and control access to the parking lot; to assign and reassign spaces for the exclusive or nonexclusive use of tenants (including Tenant); and to locate or relocate parking spaces assigned to Tenant.

28.5. Inspection. At any time during the Term, and on prior telephonic notice to Tenant, to inspect the Premises, and to show the Premises to any person having an existing or prospective interest in the Project or Landlord, and during the last six months of the Term, to show the Premises to prospective tenants thereof.

28.6. Entry. To enter the Premises for the purpose of making inspections, repairs, alterations, additions or improvements to the Premises or the Building (including, without limitation, checking, calibrating, adjusting or balancing controls and other parts of the HVAC system), and to take all steps as may be necessary or desirable for the safety, protection, maintenance or preservation of the Premises or the Building or Landlord's interest therein, or as may be necessary or desirable for the operation or improvement of the Building or in order to comply with laws, orders or requirements of governmental or other authority. Landlord agrees to use its best efforts (except in an emergency) to minimize interference with Tenant's business in the Premises in the course of any such entry.

28.7. Common Area Regulation. To exclusively regulate and control use of the Common Area.

29. ADVERTISEMENTS AND SIGNS.

Tenant shall not affix, paint, erect or inscribe any sign, projection, awning, signal or advertisement of any kind to any part of the Premises, Building or Project, including without limitation the inside or outside of windows or doors, without the prior written consent of Landlord. Landlord shall have the right to remove any signs or other matter installed without Landlord's permission, without being liable to Tenant by reason of such removal, and to charge the cost of removal to Tenant as Additional Rent hereunder, payable within ten (10) days of written demand by Landlord.

30. RELOCATION OF PREMISES. Intentionally omitted.

31. GOVERNMENT ENERGY OR UTILITY CONTROLS.

In the event of imposition of federal, state or local government controls, rules, regulations, or restrictions on the use or consumption of energy or other utilities (including telecommunications) during the Term, both Landlord and Tenant shall be bound thereby. In the event of a difference in interpretation by Landlord and Tenant of any such controls, the interpretation of Landlord shall prevail and Landlord shall have the right to enforce compliance therewith, including the right of entry into the Premises to effect compliance.

32. FORCE MAJEURE.

Any prevention, delay or stoppage of work to be performed by Landlord or Tenant which is due to strikes, labor disputes, inability to obtain labor, materials, equipment or reasonable substitutes therefor, acts of God, governmental restrictions or regulations or controls, judicial orders, enemy or hostile government actions, civil commotion, fire or other casualty, or other causes beyond the reasonable control of the party obligated to perform hereunder, shall excuse performance of the work by that party for a period equal to the duration of that prevention, delay or stoppage. Nothing in this Section 32. shall excuse or delay Tenant's obligation to pay Rent or other charges under this Lease.

33. BROKERAGE FEES.

Tenant warrants and represents that it has not dealt with any real estate broker or agent in connection with this Lease or its negotiation except the Listing and Leasing Agent(s) set forth in Section 2.9. of this Lease. Tenant shall indemnify, defend and hold Landlord harmless from any cost, expense or liability (including costs of suit and reasonable attorneys' fees) for any compensation, commission or fees claimed by any other real estate broker or agent in connection with this Lease or its negotiation by reason of any act of Tenant.

34. QUIET ENJOYMENT.

Tenant, upon payment of Rent and performance of all of its obligations under this Lease, shall peaceably, quietly and exclusively enjoy possession of the Premises without unwarranted interference by Landlord or anyone acting or claiming through Landlord, subject to the terms of this Lease and to any mortgage, lease, or other agreement to which this Lease may be subordinate.

35. TELECOMMUNICATIONS.

35.1. Telecommunications Companies. Tenant and Tenant's telecommunications companies, including but not limited to local exchange telecommunications companies and alternative access vendor services companies ("Telecommunications Companies"), shall have no right of access to and within the lands or Buildings comprising the Project for the installation and operation of telecommunications lines and systems including but not limited to voice, video, data, and any other telecommunications services provided over wire, fiber optic, microwave, wireless and any other transmission systems, for part or all of Tenant's telecommunications within the Building and from the Building to any other location (hereinafter collectively referred to as "Telecommunications Lines"), without Landlord's prior written consent, which Landlord may withhold in its sole and absolute discretion. Notwithstanding the foregoing, Tenant may perform any installation, repair and maintenance to its Telecommunications Lines without Landlord's consent where the equipment being installed, repaired or maintained is not located in an area in which the Telecommunications Lines or any part thereof of any other tenant or of Landlord are located.

35.2. Tenant's Obligations. If at any time, Tenant's Telecommunications Companies or appropriate governmental authorities relocate the point of demarcation from the location of Tenant's telecommunications equipment in Tenant's telephone equipment room or other location, to some other point, or in any other manner transfer any obligations or liabilities for telecommunications to Landlord or Tenant, whether by operation of law or otherwise, upon Landlord's election, Tenant shall, at Tenant's sole expense and cost: (1) within thirty (30) days after notice is first given to Tenant of Landlord's election, cause to be completed by an appropriate telecommunications engineering entity approved in advance in writing by Landlord, all details of the Telecommunications Lines serving Tenant in the Building which details shall include all appropriate plans, schematics, and specifications; and (2) if Landlord so elects, immediately undertake the operation, repair and maintenance of the Telecommunications Lines serving Tenant in the Building; and (3) upon the termination of the Lease for any reason, or upon expiration of the Lease, immediately effect the complete removal of all or any portion or portions of the Telecommunications Lines serving Tenant in the Building and repair any damage caused thereby (to Landlord's reasonable satisfaction).

Prior to the commencement of any alterations, additions, or modifications to the Telecommunications Lines serving Tenant in the Building, except for minor changes, Tenant shall first obtain Landlord's prior written consent by written request accompanied by detailed plans, schematics, and specifications showing all alterations, additions and modifications to be performed, with the time schedule for completion of the work, and the identity of the entity that will perform the work, for which, except as otherwise provided in Section 35.3. below, Landlord may withhold consent in its sole and absolute discretion.

35.3. Landlord's Consent. Without in any way limiting Landlord's right to withhold its consent to a proposed request for access, or for alterations, additions or modifications of the Telecommunications Lines serving Tenant in the Building, Landlord shall consider the following factors in making its determination:

35.3.1. If the proposed actions of Tenant and its Telecommunications Companies will impose new obligations on Landlord, or expose Landlord to liability of any nature or description, or increase Landlord's insurance costs for the Building, or create liabilities for which Landlord is unable to obtain insurance protection, or imperil Landlord's insurance coverage;

35.3.2. If Tenant's Telecommunications Companies are unwilling to pay reasonable monetary compensation for the use and occupation of the Building for the Telecommunications Lines;

35.3.3. If Tenant and its Telecommunications Companies would cause any work to be performed that would adversely affect the land and Building or any space in the Building in any manner;

35.3.4. If Tenant encumbers or mortgages its interest in any telecommunications wiring or cabling; or

35.3.5. If Tenant is in default under this Lease.

35.4. Indemnification. Tenant shall indemnify, defend and hold harmless Landlord and its employees, agents, officers and directors from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs, or expenses of any kind or nature, known or unknown, contingent or otherwise, arising out of or in any way related to the acts and omissions of Tenant, Tenant's officers, directors, employees, agents, contractors, subcontractors, subtenants and invitees with respect to (1) any Telecommunications Lines serving Tenant in the Building which are on, from, or affecting the Project and Building; (2) any bodily injury (including wrongful death) or property damage (real or personal) arising out of or related to any Telecommunications Lines serving Tenant in the Building which are on, from, or affecting the Building; (3) any lawsuit brought or threatened, settlement reached, or governmental order relating to such Telecommunications Lines; (4) any violations of laws, orders, regulations, requirements, or demands of governmental authorities, or any reasonable policies or requirements of Landlord, which are based upon or in any way related to such Telecommunications Lines, including, without limitation, attorney and consultant fees, court costs and litigation expenses. This indemnification and hold harmless agreement will survive this Lease. Under no circumstances shall Landlord be required to maintain, repair or replace any Building systems or any portions thereof, when such maintenance, repair or replacement is caused in whole or in part by the

failure of any such system or any portions thereof, and/or the requirements of any governmental authorities. Under no circumstances shall Landlord be liable for interruption in telecommunications services to Tenant or any other entity affected, for electrical spikes or surges, or for any other cause whatsoever, whether by Act of God or otherwise, even if the same is caused by the ordinary negligence of Landlord, Landlord's contractors, subcontractors, or agents or other tenants, subtenants, or their contractors, subcontractors, or agents.

35.5. Landlord's Operation of Building Telecommunications Lines and Systems.

Notwithstanding anything contained herein to the contrary, if the point of demarcation is relocated, Landlord may, but shall not be obligated to, undertake the operation, repair and maintenance of telecommunications lines and systems in the Building. If Landlord so elects, Landlord shall give Notice of its intent to do so, and Landlord shall, based on Landlord's sole business discretion, make such lines and systems available to tenants of the Building (including Tenant) in the manner it deems most prudent. Landlord may include in Operating Expenses all or a portion of the expenses related to the operation, repair and maintenance of the telecommunications lines and systems.

36. MISCELLANEOUS.

36.1. Accord and Satisfaction; Allocation of Payments. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent provided for in this Lease shall be deemed to be other than on account of the earliest due Rent, nor shall any endorsement or statement on any check or letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of the Rent or pursue any other remedy provided for in this Lease. In connection with the foregoing, Landlord shall have the absolute right in its sole discretion to apply any payment received from Tenant to any account or other payment of Tenant then not current and due or delinquent.

36.2. Addenda. If any provision contained in an addendum to this Lease is inconsistent with any other provision herein, the provision contained in the addendum shall control, unless otherwise provided in the addendum.

36.3. Attorneys' Fees. If any action or proceeding is brought by either party against the other pertaining to or arising out of this Lease, the finally prevailing party (i.e., the party that recovers the greater relief as a result of the action or proceeding) shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, incurred on account of such action or proceeding. If Tenant is obligated to pay such fees and costs, they shall be deemed Additional Rent.

36.4. Captions and Section Numbers. The captions appearing in the body of this Lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this Lease. All references to Section numbers refer to Sections in this Lease.

36.5. Changes Requested by Lender. Neither Landlord nor Tenant shall unreasonably withhold its consent to changes or amendments to this Lease requested by the lender on Landlord's interest, so long as such changes do not alter the basic business terms of this Lease or otherwise materially diminish any rights or materially increase any obligations of the party from whom consent to such change or amendment is requested.

36.6. Choice of Law. This Lease shall be construed and enforced in accordance with the Laws of the State.

36.7. Consent. Notwithstanding anything contained in this Lease to the contrary, Tenant shall have no claim, and hereby waives the right to any claim against Landlord for money damages, by reason of any refusal, withholding or delaying by Landlord of any consent, approval or statement of satisfaction, and, in such event, Tenant's only remedies therefor shall be an action for specific performance, injunction or declaratory judgment to enforce any right to such consent, approval or statement of satisfaction.

36.8. Authority. If Tenant is not an individual signing on his or her own behalf, then each individual signing this Lease on behalf of the business entity that constitutes Tenant represents and warrants that the individual is duly authorized to execute and deliver this Lease on behalf of the business entity, and that this Lease is binding on Tenant in accordance with its terms. Tenant shall, at Landlord's request, deliver a certified copy of a resolution of its board of directors, if Tenant is a corporation, or other memorandum of resolution if Tenant is a limited partnership, general partnership or limited liability entity, authorizing such execution.

36.9. Waiver of Right to Jury Trial. Landlord and Tenant hereby waive their respective rights to a trial by jury of any claim, action, proceeding or counterclaim by either party against the other on any matters arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, and/or Tenant's Use or occupancy of the Premises, Building or Project (including any claim of injury or damage or the enforcement of any remedy under any current or future laws, statutes, regulations, codes or ordinances).

36.10. Counterparts. This Lease may be executed in multiple counterparts, all of which shall constitute one and the same Lease.

36.11. Execution of Lease; No Option. The submission of this Lease to Tenant shall be for examination purposes only and does not and shall not constitute a reservation of or option for Tenant to Lease,

or otherwise create any interest of Tenant in the Premises or any other premises within the Building or Project. Execution of this Lease by Tenant and its return to Landlord shall not be binding on Landlord, notwithstanding any time interval, until Landlord has in fact signed and delivered this Lease to Tenant.

36.12. Furnishing of Financial Statements; Tenant's Representations. In order to induce Landlord to enter into this Lease, Tenant agrees that it shall promptly furnish Landlord, from time to time, upon Landlord's written request, financial statements reflecting Tenant's current financial condition. Tenant represents and warrants that all financial statements, records and information furnished by Tenant to Landlord in connection with this Lease are true, correct and complete in all respects.

36.13. Further Assurances. The parties agree to promptly sign all documents reasonably requested to give effect to the provisions of this Lease.

36.14. Prior Agreements; Amendments. This Lease and the schedules and addenda attached, if any, form a part of this Lease together with the rules and regulations set forth on Exhibit "E" attached hereto, and set forth all the covenants, promises, assurances, agreements, representations, conditions, warranties, statements, and understandings (Representations) between Landlord and Tenant concerning the Premises and the Building and Project, and there are no Representations, either oral or written, between them other than those in this Lease.

This Lease supersedes and revokes all previous negotiations, arrangements, letters of intent, offers to lease, lease proposals, brochures, representations, and information conveyed, whether oral or in writing, between the parties hereto or their respective representatives or any other person purporting to represent Landlord or Tenant. Tenant acknowledges that it has not been induced to enter into this Lease by any Representations not set forth in this Lease, and that it has not relied on any such Representations. Tenant further acknowledges that no such Representations shall be used in the interpretation or construction of this Lease, and that Landlord shall have no liability for any consequences arising as a result of any such Representations.

Except as otherwise provided herein, no subsequent alteration, amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless it is in writing and signed by each party.

36.15. Recording. Tenant shall not record this Lease without the prior written consent of Landlord. Tenant, upon the request of Landlord, shall execute and acknowledge a short form memorandum of this Lease for recording purposes.

36.16. Severability. A final determination by a court of competent jurisdiction that any provision of this Lease is invalid shall not affect the validity of any other provision, and any provision so determined to be invalid shall, to the extent possible, be construed to accomplish its intended effect.

36.17. Successors and Assigns. This Lease shall apply to and bind the heirs, personal representatives, and successors and assigns of the parties.

36.18. Time Is of the Essence. Time is of the essence of this Lease.

36.19. Multiple Parties. Except as otherwise expressly provided herein, if more than one person or entity is named herein as either Landlord or Tenant, the obligations of such Multiple Parties shall be the joint and several responsibility of all persons or entities named herein as such Landlord or Tenant.

ADDENDUM TO LEASE BETWEEN
ROCKWALL I AND II LLC ("Landlord"), and
CAPITAL WOMENS CARE LLC ("Tenant")

Dated December 18, 2000

37. TENANT IMPROVEMENTS.

Section 37. adds to and amends the Lease as follows:

(a) Landlord shall construct Tenant Improvements in the Premises in accordance with the space plan in Exhibit D attached to the Lease and incorporated herein by this reference. Such space plan shall be subject to the agreement of Landlord, and shall be submitted by Tenant not later than January 31, 2001.

(b) Landlord shall contribute a total of no more than \$25.00 per Rentable square foot (approximately \$116,825) ("Tenant Improvement Allowance") toward the cost of constructing the Tenant Improvements. Landlord shall pay the Tenant Improvement Allowance directly to any architects, contractors and/or subcontractors performing the Tenant Improvements in the Premises on behalf of Landlord.

(c) In addition to the Tenant Improvement Allowance, Landlord shall also contribute a total of no more than \$10.00 per Rentable square foot (approximately \$46,730.00) toward the cost of construction of the Tenant Improvements ("Additional Tenant Improvement Allowance"). Costs eligible for reimbursement from the Additional Tenant Improvement Allowance shall also include only those items set forth on Exhibit D. If the actual cost of completing the Tenant Improvements is less than the sum of the Tenant Improvement Allowance and the Additional Tenant Improvement Allowance, then Landlord shall retain the difference and no credit shall be due Tenant. Any costs in excess of the Tenant Improvement Allowance and the Additional Tenant Improvement Allowance shall be the sole responsibility of Tenant. Landlord shall distribute the Tenant Improvement Allowance and the Additional Tenant Improvement Allowance to Tenant approximately twenty (20) days after Landlord's receipt of invoices and lien releases for such work.

(d) Notwithstanding anything herein to the contrary, Tenant shall repay Landlord the Additional Improvement Allowance over the initial Term of the Lease, beginning on the Commencement Date. Such amounts shall be amortized at a rate of twelve percent (12%) per annum. For example, if Tenant utilizes the entire Additional Tenant Improvement Allowance, then, in addition to all other payments made to Landlord under the Lease, Tenant shall pay Landlord the additional sum of \$670.44 per month for the initial Lease Term. Such payments will be deemed Additional Rent, and shall be due together with Tenant's payments of Base Rent.

38. LETTER OF CREDIT.

Section 38. adds to and amends the Lease as follows:

(a) Tenant, at its sole cost and expense, shall provide and maintain a clean, irrevocable letter of credit in the amount of One Hundred Forty Six Thousand Eight Hundred Sixty Five Dollars (\$146,865.00) from a bank satisfactory to Landlord. Such letter of credit shall name Landlord as the beneficiary, shall be for the entire Lease Term, and shall be in all respects satisfactory to Landlord.

(b) If Tenant defaults in any of its obligations under the Lease, Landlord shall be entitled to draw upon the letter of credit to the extent necessary to cure such default or to cover any damages to Landlord or the Building or Premises caused thereby and use the proceeds thereof in any manner determined by Landlord to effect a cure of such default or compensate Landlord for such damage. Except to the extent any damages to Landlord

shall have been mitigated by proceeds from the letter of credit, the right of Landlord to so draw upon the letter of credit under this paragraph shall not in any way diminish or alter the remedies otherwise available to Landlord under the Lease or at law or in equity.

(c) If Landlord draws upon the letter of credit pursuant to subparagraph (b) of this Section 38., Tenant shall immediately replenish the letter of credit to increase the amount thereof to One Hundred Forty Six Thousand Eight Hundred Sixty Five Dollars (\$146,865.00). Tenant's failure to so replenish the letter of credit shall constitute a default under the Lease.

(d) If the issuing bank's credit quality drops below an investment grade credit rating, Landlord reserves the right to require Tenant to replace the original letter of credit with a substitute letter of credit from another bank acceptable to Landlord in its sole and absolute discretion, which letter of credit shall be clean and irrevocable and otherwise be subject to the same terms and conditions as the original letter of credit.

(e) Notwithstanding the foregoing, provided that Tenant has not been in Default under the Lease, Tenant may reduce the amount of the Letter of Credit by \$14,686.50 on each anniversary of the Commencement Date until the amount of the Letter of Credit reaches \$44,059.50.

39. RIGHT OF FIRST OFFER

Section 39. adds to and amends the Lease as follows:

During the initial Term of the Lease, and subject to any such prior rights which Landlord may have granted to other tenants of the Building or Project, Landlord hereby grants to Tenant the right to receive Landlord's first offer to lease any available space in the Building which is contiguous to the Premises. The term "available space" means all such space, the lease term (including renewal options) of which expires, and all such space vacated by any tenant. As to any such available space, Landlord shall promptly deliver to Tenant Notice of availability and an offer to Tenant to lease the space as part of the Premises coterminously with the Term of this Lease at the current per square foot Base Rent of the Premises (including any escalations set forth in the Lease). Other significant terms and conditions shall be included in the notice. Within fifteen (15) days after receipt of Landlord's Notice, Tenant shall provide Landlord Notice of its acceptance or rejection of the offer. If Tenant indicates by Notice to Landlord of its agreement to lease the available space, the parties shall immediately execute an amendment to this Lease stating the addition of the space to the Premises. If Tenant does not accept the offer within the allotted time, Tenant shall be deemed to have rejected the offer. With respect to any rejection by Tenant, the right to receive an offer to lease shall be of no further force or effect as to the space in question.

This Right of First Offer is granted by Landlord to Capital Women's Care^{Specialty Center} LLC, a Maryland limited liability company, and is personal as to it and shall not be exercised or assigned, voluntarily or involuntarily, by or to anyone other than Capital Women's Care^{Specialty Center} LLC, a Maryland limited liability company. Any assignment of this Right of First Offer without Landlord's prior written consent shall be void and, at Landlord's election, shall be a default on the Lease.

40. OPTION TO EXTEND LEASE TERM.

Section 40. adds to and amends the Lease as follows:

(a) Tenant shall have the option to extend the Lease Term beyond the expiration date on all of the provisions contained in this Lease, except Monthly Installments of Base Rent, for a five (5) year period ("Extended Term") by giving notice of its exercise at least one hundred eighty (180) days prior to the expiration date of the Lease. Provided that, if an event of default has occurred and has not been cured by

Tenant within applicable time periods as set forth in the Lease, then this option to extend shall, at Landlord's option, terminate.

(b) Monthly Installments of Base Rent for the Extended Term shall be equal to the greater of (i) the current per square foot Base Rent of the Premises (subject to escalations set forth in the Lease), or (ii) the then prevailing market rate for comparable space in the local market. Such prevailing market rate shall be based upon current rental rates for space of comparable size, age, location and condition, and parking rights as the Building, taking into account the age and condition of any improvements installed in the Building as determined by negotiation of Landlord and Tenant, as well as the relative credit standing of Tenant and the relative terms of Tenant's Lease in the Premises.

(c) The parties shall have sixty (60) days after Landlord receives each option notice in which to agree on monthly installments of Base Rent for the Extended Term. If the parties agree on the Monthly Installments of Base Rent for the Extended Term during that period, they shall immediately execute an amendment to this Lease stating monthly installments of Base Rent.

(d) If the parties are unable to agree on Monthly Installments of Base Rent for the Extended Term within that period, then within ten (10) days after the expiration of that period each party, at its cost and by giving written notice to the other party, shall appoint a real estate broker with at least 5 years full-time commercial brokerage experience in the area in which the Premises is located to estimate and set Base Rent for the Extended Term. If a party does not appoint a broker within ten (10) days after the other party has given notice of the name of its broker, the single broker appointed shall be the sole broker and shall set Base Rent for the Extended Term. If the two brokers are appointed by the parties as stated in this Section 40., they shall meet promptly and attempt to set Base Rent for the Extended Term. If they are unable to agree within thirty (30) days after the second broker has been appointed, they shall attempt to elect a third broker meeting the qualifications stated in this Section 40. within ten (10) days after the last day the two brokers are given to set Base Rent. If they are unable to agree on the third broker, either of the parties to this Lease by giving ten (10) days written notice to the other party can apply to the then president of the county real estate board of the county in which the Premises are located, or to the presiding judge of the superior court of that county, for the selection of a third broker who meets the qualifications stated in this Section 40. Each of the parties shall bear one half of the cost of appointing the third broker and of paying the third broker's fee. The third broker, however selected, shall be a person who has not previously acted in any capacity for either party.

(e) Within thirty (30) days after the selection of the third broker, a majority of the brokers shall set Base Rent for the Extended Term.

(f) In setting Base Rent, the broker or brokers shall consider the highest and best use for the Premises without regard to the restriction on use of the Premises contained in this Lease. If, however, the low estimate and/or the high estimate are/is more than five percent (5%) lower and/or higher than the middle estimate, the low estimate and/or the high estimate shall be disregarded. If only one estimate is disregarded, the average of the remaining two estimates shall be the Base Rent for the Premises during the Extended Term. If both the low estimate and the high estimate are disregarded as stated in this Section 40., the middle estimate shall be the Base Rent for the Premises during the Extended Term. After Base Rent for the Extended Term has been set, the broker shall immediately notify the parties.

(g) Landlord and Tenant shall immediately execute an Amendment to the Lease setting forth Base Rent for the Extended Term.

Specialty Center
SC.
SMW
UB
This option to extend the Lease Term is granted by Landlord to Capital Women's Care, LLC, and is personal as to it and shall not be exercised or assigned, voluntarily or involuntarily, by or to anyone other than Capital Women's Care, LLC. Any assignment of this option to extend the Lease Term without Landlord's prior written consent shall be void and, at Landlord's election, shall constitute a default hereunder.


IN WITNESS WHEREOF, Landlord and Tenant have executed this Addendum to

Lease as of the date first above written.

LANDLORD:
ROCKWALL I AND II, LLC,
a Delaware limited liability company

By: BRE/Rockwall L.L.C.,
a Delaware limited liability company
Its Sole Member

By:

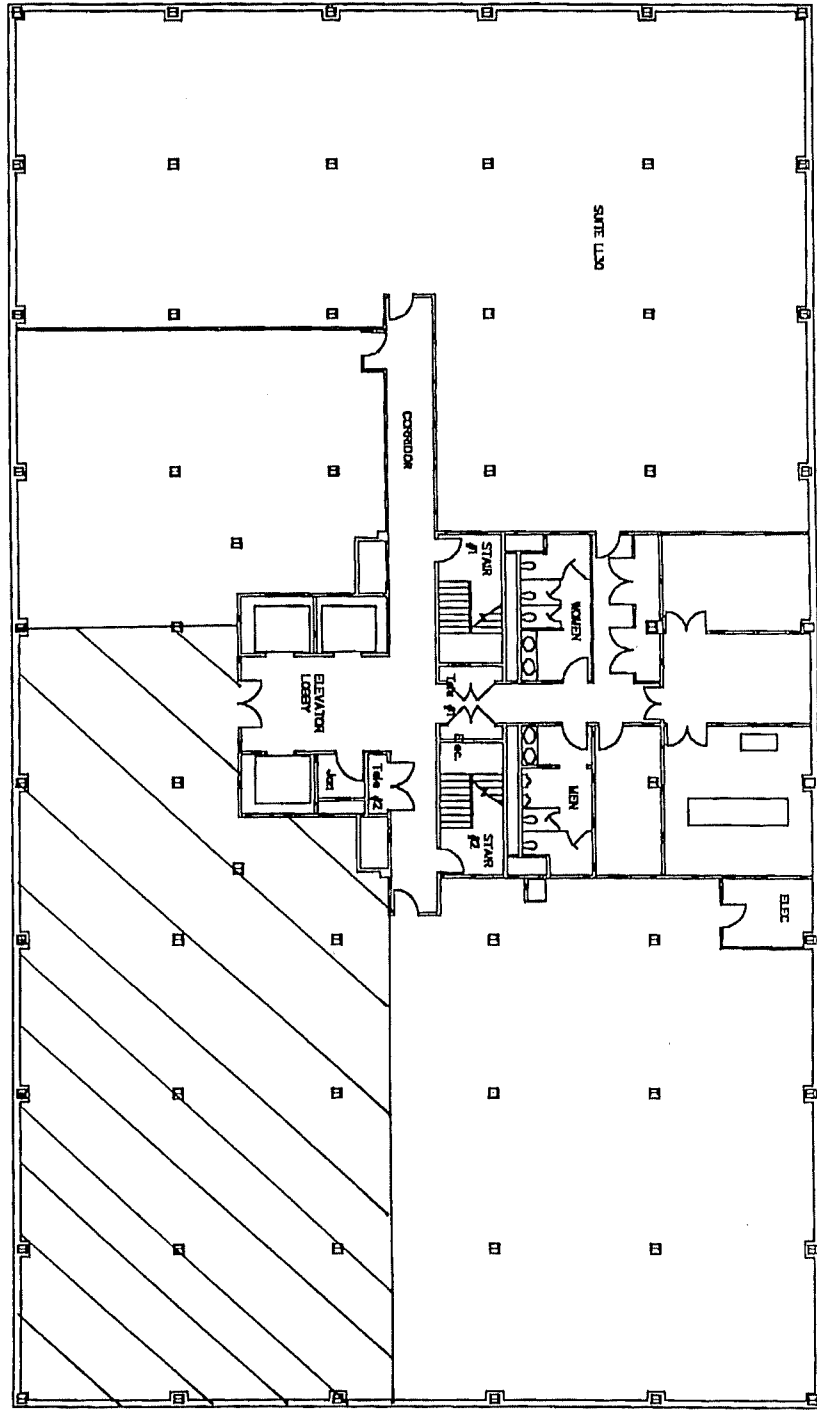

Its JEFF SELTZER
V.P.

TENANT:
Specialty Center
CAPITAL WOMENS CARE LLC,
a Maryland limited liability company

By:

Edward M. Hecht
Its president and CEO.

EXHIBIT A
Floor Plan



LOWER LEVEL / CAP. WOMEN CARE

SCALE NOT TO SCALE
ROCKWALL, I
11400 ROCKVILLE PIKE
ROCKVILLE, MD 20852
7/23/04



ROCKWALL I & II L.L.C.
MANAGED BY
GLENBOROUGH REALTY TRUST INC
301-816-0287
STUART P WHITE AIA
ARCHITECTURE 1411 KING STREET
SPACE PLANNING ALEXANDRIA VA 22314
703-684-6274 703-684-6273 FAX



EXHIBIT "B"

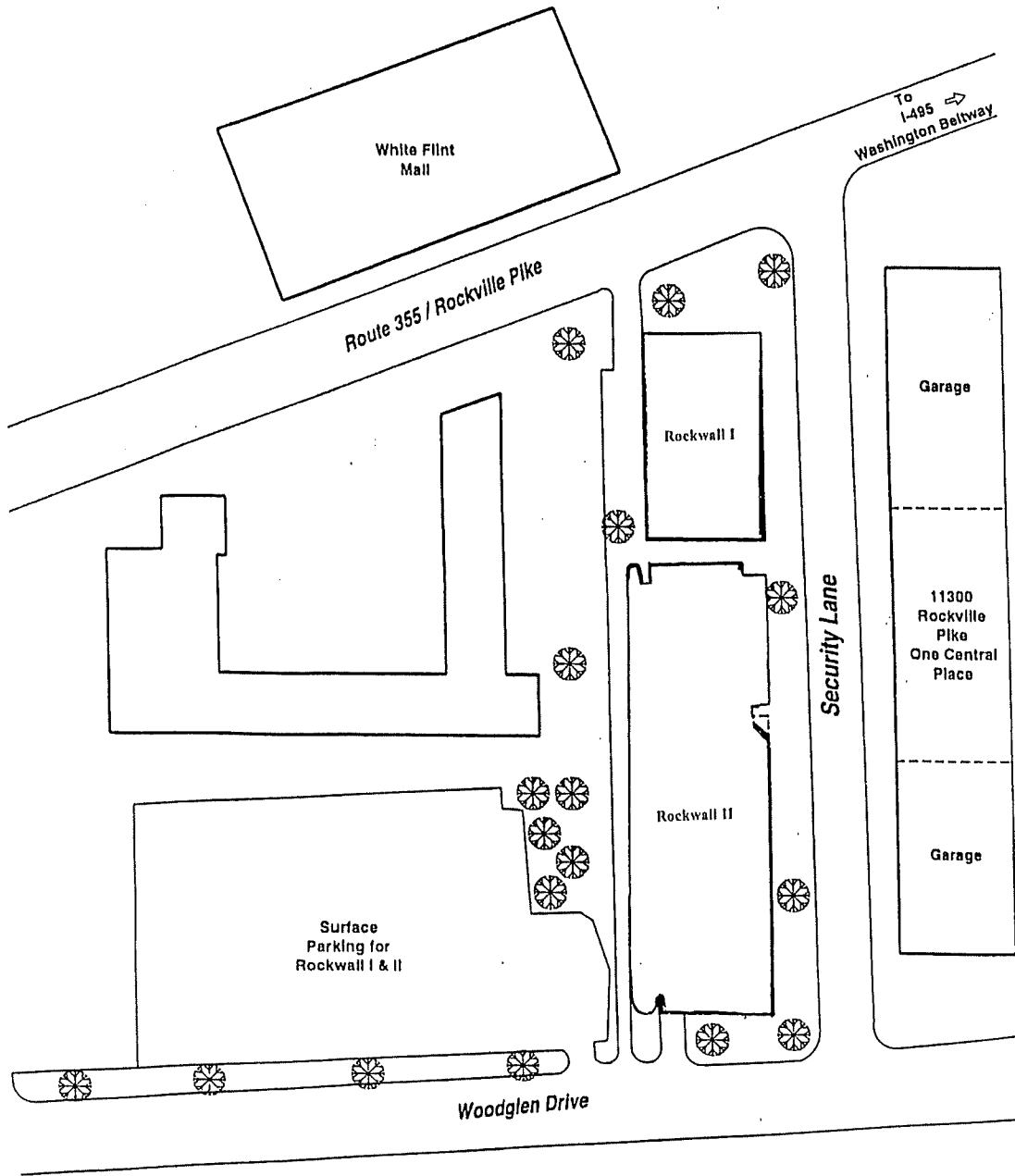


Exhibit C
Building Standard Tenant Improvements
Rockwall I
11400 Rockville Pike

The items listed below (the "Building Standard Tenant Improvements") are based upon building standard materials and specifications and represent the work and materials provided by Landlord in connection with the initial preparation of unimproved premises for tenant's occupancy. This Exhibit C is included in the Lease for reference purposes only, and in no event shall this paragraph be construed to mean that Landlord is obligated to provide any of the following items or quantities to Tenant. Landlord shall have the right to make reasonable substitutions for particular items described herein.

1. PARTITIONING

Allowance is one linear foot of 1/2" gypsum wallboard panel for each 12 square feet of rentable area leased. One half of corridor and demising partitions shall be charged against allowance.

2. INTERIOR DOORS

One paint grade building standard hollow-core 3'0" x 6'8" door in painted hollow metal buck, with building standard passage latch-set for each 200 square feet of leased area.

3. SUITE ENTRY DOORS

Solid wood core building standard door in painted hollow metal buck, with building standard lock set hardware and closure. One such door will be provided for suites up to 2,000 square feet of leased area. One additional suite entrance door will be provided for each additional 5,000 square feet of rentable area leased.

4. TELEPHONE AND ELECTRICAL OUTLETS

One duplex 110-volt electrical wall outlet per 100 square feet of rentable area and one telephone wall outlet for each 150 square feet of rentable area leased, outlets located in drywall partitions.

5. SWITCHES

One single pole light switch per room located in partition. Switches in open area will be provided on a ratio of one (1) per 300 square feet of leased area.

6. PAINTING

All partitions, columns and walls will be painted with two coats of building standard "off white" flat finish, and all interior doors will be painted with two coats building standard "off white" semi gloss.

7. FLOOR COVERING

Landlord will supply building standard carpet with color selection to be made by the tenant. Carpet upgrade is available at additional cost.

8. CEILING

Suspended 2' x 2' lay in acoustical tile with exposed grid at a height of approximately 8'4".

9. WINDOW COVERING

Will be building standard venetian blinds.

10. LIGHTING

Building standard fluorescent lighting fixtures - one light fixture for each 70 square feet of leased area.

11. SUITE ENTRY DOOR LETTERING

Building standard character and number. Tenant is required to use building standard lettering.



EXHIBIT D

WORK LETTER AND DRAWINGS

To be replaced with preliminary space plan upon review and approval of Landlord.



EXHIBIT E

RULES AND REGULATIONS

A. Sidewalks, doorways, vestibules, halls, stairways and similar areas shall not be obstructed by tenants or their agents, employees, sublessees, contractors, licensees or invitees, or used for any purpose other than ingress and egress to and from the Premises and for going from one part of the Building to another part of the Building.

B. Plumbing fixtures and appliances shall be used only for the purpose for which constructed, and no sweepings, rubbish, rags, or other unsullable material shall be thrown or placed therein. The cost of repairing any stoppage or damage resulting to any such fixtures or appliances from misuse on the part of a tenant or such tenant's officers, agents, servants, and employees shall be paid by such tenant.

C. No signs, posters, advertisements, or notices shall be painted or affixed on any of the windows or doors, or other part of the Building, except of such color, size, and style, and in such places, as shall be first approved in writing by the building manager. No nails, hooks, or screws shall be driven into or inserted in any part of the Building, except by Building maintenance personnel.

D. No awning or other projections shall be attached to the outside walls or windows. No curtains, blinds, shades, screens or signs other than those furnished by Landlord shall be attached to, hung in, or used in connection with any window or door of the Premises without prior written consent of Landlord.

E. Directories will be placed by Landlord, at Landlord's own expense, in conspicuous places in the Building. No other directories shall be permitted.

F. Tenant may request heating and/or air conditioning during other periods in addition to normal working hours by submitting its request in writing to the office of the Managing Agent of the Building during normal business hours, Monday through Friday, no later than twenty-four (24) hours prior to the time such service is required. All such requests for service shall be delivered on forms available from the office of the Managing Agent. The request shall clearly state the start and stop hours of the "off-hour" service. Tenant shall submit to the Building Manager a list of personnel authorized to make such request. The Tenant shall be charged for such operation in the form of additional rent; such charges are to be determined by the Managing Agent and shall be fair and reasonable and reflect the additional operating costs involved.

G. The Premises shall not be used for conducting any barter, trade, or exchange of goods or sale through promotional give-away gimmicks or any business involving the sale of secondhand goods, insurance salvage stock, or fire sale stock, and shall not be used for any auction or pawnshop business, any fire sale, bankruptcy sale, going-out-of-business sale, moving sale, bulk sale, or any other business which, because of merchandising methods or otherwise, would tend to lower the first-class character of the Building.

H. Tenants shall not do anything, or permit anything to be done, in or about the Building, or bring or keep anything therein, that will in any way increase the possibility of fire or other casualty or obstruct or interfere with the rights of, or otherwise injure or annoy, other tenants, or do anything in conflict with the valid pertinent laws, rules, or regulations of any governmental authority.

I. Tenant shall not place a load upon any floor of the premises which exceeds the floor load per square foot which such floor was designed to carry or which is allowed by applicable building code. Landlord may prescribe the weight and position of all safes and heavy installations which Tenant desires to place in the Premises so as properly to distribute the weight thereof. Landlord shall have the authority



to prescribe the weight and position of safes or other heavy equipment which may overstress any portion of the floor. All damage done to the building by the improper placing of heavy items which overstress the floor will be repaired at the sole expense of the Tenant. Landlord reserves the right to have Landlord's structural engineer review Tenant's floor loads on the Premises at Tenant's expense.

J. A tenant shall notify the building manager when safes or other heavy equipment are to be taken into or out of the Building. Moving of such items shall be done during the hours that Landlord may determine under the supervision of the building manager, after receiving written permission from him.

K. Corridor doors, when not in use, shall be kept closed.

L. All deliveries must be made via the service entrance and service elevators during normal business hours or as otherwise directed or scheduled by Landlord. Prior approval must be obtained from Landlord for any deliveries that must be received after normal business hours.

M. Each tenant shall cooperate with Building employees in keeping the Premises neat and clean. Nothing shall be swept or thrown into the corridors, halls, elevator shafts, or stairways. No birds, animals, or reptiles, or any other creatures, shall be brought into or kept in or about the Building.

N. Building employees shall not be required to perform, and shall not be requested by any tenant or occupant to perform, any work outside of their regular duties, unless under specific instructions from the office of the Managing Agent of the Building.

O. Business machines and mechanical equipment belonging to Tenant which cause noise and/or vibration that may be transmitted to the structure of the building or to any leased space so as to be objectionable to Landlord or any tenants in the Building shall be placed and maintained by Tenant, at Tenant's expense, in setting of cork, rubber, or spring type noise and/or vibration eliminators sufficient to eliminate vibration and/or noise. Tenants shall not make or permit any improper noises in the Building, or otherwise interfere in any way with other tenants or persons having business with them.

P. Tenants shall not use or keep in the Building any flammable or explosive fluid or substance, or any illuminating material, unless it is battery powered, UL-approved.

Q. Tenants' employees or agents, or anyone else who desires to enter the Building after normal business hours, may be required to provide appropriate identification and sign in upon entry, and sign out upon leaving, giving the location during such person's stay and such person's time of arrival and departure, and shall otherwise comply with any reasonable access control procedures as Landlord may from time to time institute.

R. Landlord has the right to evacuate the Building in event of emergency or catastrophe or for the purpose of holding a reasonable number of fire drills.

S. If any governmental license or permit shall be required for the proper and lawful conduct of tenant's business, tenant, before occupying the Premises, shall procure and maintain such license or permit and submit it for Landlord's inspection. Tenant shall at all times comply with the terms of any such license or permit.

T. Tenant covenants and agrees that its use of the Premises shall not cause a discharge of more than its pro rata share on a square foot basis of the design flow gallonage per day of sanitary (nonindustrial) sewage allowed under the sewage discharge permit(s) for the Building. Discharges in excess of that amount, and any discharge of industrial sewage, shall only be permitted if Tenant, at its sole expense, shall have obtained all necessary permits and licenses therefor, including without limitation



permits from state and local authorities having jurisdiction thereof. Tenant shall submit to Landlord on December 31 of each year of the Term of this Lease a statement, certified by an authorized officer of Tenant, which contains the following information: name of all chemicals, gases, and hazardous substances, used, generated, or stored on the Premises; type of substance (liquid, gas or granular); quantity used, stored or generated per year; method of disposal; permit number, if any, attributable to each substance, together with copies of all permits for such substance; and permit expiration date for each substance.

U. Landlord shall have the right, exercisable without notice and without liability to any tenant, to change the name and street address of the Building or any other portion of the Building.

V. Garbage, trash, rubbish, and refuse shall be kept in sanitary closed containers approved by Landlord so as not to be visible to the public within the demised area. The following rules and regulations shall apply to "dry" trash: (1) all "dry" trash shall be properly bagged in plastic bags and sealed; and (2) all "dry" trash shall be delivered at such times and in such areas of the Project as, from time to time, may be designated by Landlord. The following rules and regulations apply to "semi-wet", and "wet garbage": (1) Tenant shall be solely responsible for the cost of purchasing such equipment as is necessary to convert "wet garbage" into a sanitary condition satisfactory to Landlord for disposal by Landlord after delivery by Tenant to the designated area; and (2) if, at Landlord's sole discretion, a refrigerated trash handling room becomes necessary, it will be Tenant's sole responsibility to pay all reasonable costs incurred to install such improvements in any area designated by Landlord.

W. Tenant will not display, paint, or place, or cause to be displayed, painted or placed, any handbills, bumper stickers, or other advertising or promotional materials or devices on any vehicles parked in the parking areas of the Building whether belonging to Tenant or to Tenant's employees or agents or to any other person.

X. Tenant shall use the Common Areas for ingress and egress only, and shall not use any portion of the Common Areas for business or promotional purposes, nor shall Tenant place any obstruction (including, without limitation, vending machines) thereon. Tenant shall not use, suffer, or permit to be used any part or portion of the Common Areas for any "quick-type service" of, among other things, cigarettes, food, beverages, ice cream, popcorn, candy, gum, or any other edibles, whether or not such "quick-type service" is effected through machines or other dispensing devices.

Y. Tenant shall not use or operate any electric or electrical devices or other devices that emit sound waves or are dangerous to other tenants and occupants of the Building or that would interfere with the operation of any device or equipment or radio or television broadcasting or reception from or within the Building or elsewhere, or with the operation of roads or highways in the vicinity of the Building, and shall not place or install any projections, antennae, aeriels, or similar devices inside or outside of the Premises, without the prior written approval of Landlord.

Z. Tenant (without Landlord's approval therefor, which approval will be signified on Tenant's Plans submitted pursuant to the Lease) may not and Tenant shall not permit or suffer anyone to: (a) cook in the Premises; (b) place vending or dispensing machines of any kind in or about the Premises; (c) at any time sell, purchase or give away, or permit the sale, purchase, or gift of food in any form.

AA. Tenant shall not use the name of the Building or use pictures or illustrations of the Building in advertising or other publicity without prior written consent of Landlord. Landlord shall have the right to prohibit any advertising by Tenant which, in Landlord's opinion, tends to impair the reputation of the Building or its desirability for offices, and upon written notice from Landlord, Tenant will refrain from or discontinue such advertising.



SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is made this 15th day of September 2009, by and between ROCKWALL I AND II, L.L.C., a Delaware limited liability company ("Landlord"), and CAPITAL SPECIALTY CENTER, LLC, a Maryland limited liability company ("Tenant"), formerly known as Capital Women's Care Specialty Center, LLC.

W I T N E S S E T H:

WHEREAS, by that certain Lease and Addendum to Lease dated December 18, 2000 (collectively, the "Original Lease"), Landlord leased to Tenant, and Tenant leased from Landlord certain space (the "Original Premises") in the building located at 11400 Rockville Pike, Rockville, Maryland (the "Building");

WHEREAS; by that certain First Amendment to Lease dated August 3, 2001 (the "First Amendment"), Landlord and Tenant relocated the Original Premises such that the Premises comprises 4,326 rentable square feet of area known as Suite C25 (the "Premises"), and Landlord and Tenant otherwise modified the terms and conditions of the Original Lease, as more specifically set forth therein;

WHEREAS, the Original Lease and the First Amendment are hereinafter collectively referred to as the "Lease";

WHEREAS, the Term of the Lease is scheduled to expire on September 30, 2011; and

WHEREAS, Landlord and Tenant desire to extend the Term of the Lease, upon the terms and conditions set forth in this Second Amendment, to revise and modify the Lease accordingly, and to otherwise modify the terms and conditions of the Lease, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants and agreements of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is mutually agreed to as follows:

1. Capitalized terms used herein and not otherwise defined shall have the same meanings as those ascribed to them in the Lease.
2. The Term of the Lease is hereby extended for a period of five (5) years (such period being hereinafter referred to as the

"Extension Period"), which Extension Period shall commence on October 1, 2011 (the "Extension Period Commencement Date"), and which Extension Period and the term of the Lease shall expire at 11:59 p.m. on September 30, 2016, unless earlier terminated pursuant to the provisions of the Lease, as modified by the provisions of this Second Amendment, or pursuant to law.

3. Sections 2.2 and 2.10 of the Lease are hereby amended by adding the following language to the end of each respective Section:

"Notwithstanding the above, commencing on the Extension Period Commencement Date, and continuing on the first (1st) day of each calendar month during the Extension Period, Tenant covenants and agrees to pay to Landlord Annual Base Rent in advance, without setoff, deduction or demand in the amounts set forth on the following schedule (the 'Extension Period Annual Base Rent'):

<u>Time Period</u>	<u>Extension Period Annual Base Rent Per Square Foot Per Annum</u>	<u>Extension Period Annual Base Rent</u>	<u>Monthly Installments of Base Rent</u>
10/1/11 - 9/30/12	\$21.45	\$92,792.70	\$7,732.73
10/1/12 - 9/30/13	\$22.09	\$95,561.34	\$7,963.45
10/1/13 - 9/30/14	\$22.75	\$98,416.50	\$8,201.38
10/1/14 - 9/30/15	\$23.43	\$101,358.01	\$8,446.52
10/1/15 - 9/30/16	\$24.13	\$104,386.38	\$8,698.87

The Extension Period Annual Base Rent shall be payable at the same times and in the same manner as set forth herein for the payment of Annual Base Rent."

4. Tenant's obligation to pay Tenant's Proportionate Share of increases in Direct Costs pursuant to the terms of the Lease shall continue through the Extension Period.

5. Section 2.8 of the Lease is hereby amended as of the date of this Second Amendment by deleting therefrom all of the language

contained therein and by inserting the following language in lieu thereof:

"LANDLORD'S ADDRESS FOR NOTICE:

JBG/Commercial Management, L.L.C.
4445 Willard Avenue
Suite 400
Chevy Chase, Maryland 20815
Attention: Asset Manager - Ms. Judy T. Carter

and

Abraham J. Greenstein, Esq.
Greenstein DeLorme & Luchs, P.C.
1620 L Street, N.W.
Suite 900
Washington, D.C. 20036-5605

RENT PAYMENT ADDRESS:

Rockwall I and II L.L.C.
c/o LaSalle Bank National Association
135 South LaSalle Street
Suite 1625
Chicago, Illinois 60603
Attention: Brian Graney

TENANT'S MAILING ADDRESS:

Capital Specialty Care, LLC
11400 Rockville Pike
Suite C25
Rockville, Maryland 20852".

6. Tenant acknowledges that it is currently in occupancy of the Premises and Tenant accepts the Premises in its "as-is" condition as of the Extension Period Commencement Date. Landlord shall have no obligation to make any improvements or alterations to the Premises.

7. Landlord and Tenant agree and acknowledge that Section 39 of the Lease and Section 40 of the Lease are hereby deleted in their respective entirety and are of no further force or effect.

8. Landlord and Tenant represent and warrant to each other that the person signing this Second Amendment on its behalf has the requisite authority and power to execute this Second Amendment and to thereby bind the party on whose behalf it is being signed.

9. Landlord and Tenant represent and warrant to each other that neither of them has employed any broker in procuring or carrying on any negotiations relating to the Extension Period or this Second Amendment. Landlord and Tenant shall indemnify and hold each other harmless from any loss, claim or damage relating to the breach of the foregoing representation and warranty.

10. Except as expressly modified herein, all terms, conditions and provisions of the Lease shall remain in full force and effect. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall govern and control.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment to Lease as of the day and year first hereinabove written.

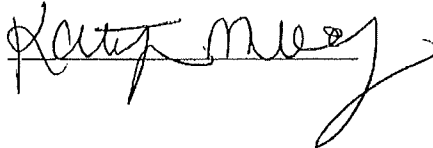
WITNESS:

LANDLORD

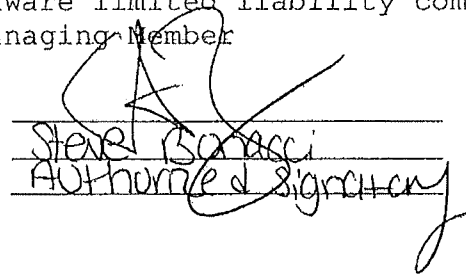
ROCKWALL I AND II L.L.C.,
a Delaware limited liability company

By: JBG/Company Manager II, L.L.C.,
a Delaware limited liability company,
Its Managing Member

By:



By:



Name:

Steve Saracchi

Title:

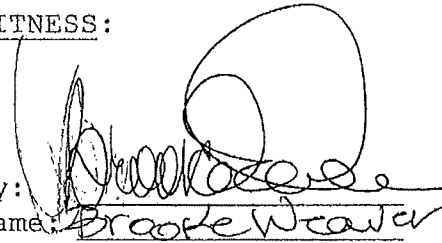
Authorized Signatory

WITNESS:

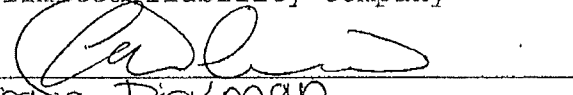
TENANT

CAPITAL SPECIALTY CENTER, LLC, a
Maryland limited liability company

By:



By:



Name:

Brooke Weaver

Name:

Craig Dickman

Its:

President

and between Rockwall I and II, LLC ("Landlord") and Capital Women's Care Specialty Center, LLC, a Maryland limited liability company ("Tenant").

RECITALS

This First Amendment is made with reference to the following facts and objectives:

A. By Lease and Addendum to Lease dated December 18, 2000 (collectively, the "Lease"), Tenant leased from Landlord the premises described in Sections I. and 2.13. of the Lease, which consists of approximately 4,673 rentable square feet of space, commonly referred to as Suite C25 (the "Premises") in that certain Building located at 11400 Rockville Pike, which is a part of the project known as Rockwall I, City of Rockville, State of Maryland.

B. Landlord and Tenant desire to revise the Commencement Date and Expiration Date of the Lease, to relocate the Premises, and to otherwise modify and amend the terms and conditions of the Lease.

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

1. Section 2.4. of the Lease is hereby modified and amended to set forth the Commencement Date as September 1, 2001.

2. Section 2.6. of the Lease is hereby modified and amended to set forth the Expiration Date as September 30, 2011.

3. Sections 2.2. and 2.10. of the Lease are hereby modified and amended to set forth Monthly Installments of Base Rent as follows:

September 1, 2001 through August 31, 2002	\$5,587.75
September 1, 2002 through August 31, 2003	\$5,755.38
September 1, 2003 through August 31, 2004	\$5,928.04
September 1, 2004 through August 31, 2005	\$6,105.89
September 1, 2005 through August 31, 2006	\$6,289.06
September 1, 2006 through August 31, 2007	\$6,477.73
September 1, 2007 through August 31, 2008	\$6,672.07
September 1, 2008 through August 31, 2009	\$6,872.23
September 1, 2009 through August 31, 2010	\$7,078.39
September 1, 2010 through August 31, 2011	\$7,290.75
September 1, 2011 through September 30, 2011	\$7,509.47

4. Section 2.13. of the Lease is hereby modified and amended to set forth that

Tenant's Premises shall be revised to consist of approximately 4,326 Rentable square feet of

5. Section 2.19. of the Lease is hereby modified and amended to set forth
Tenant's Proportionate Share shall be as 2.72%.

6. Landlord and Tenant hereby acknowledge that the relocation of Tenant's Premises
is occurring and agree to revise Tenant's Commencement Date as set forth herein, Tenant has
agreed to (ii) relocate its Premises as set forth herein, and (ii) pay for any new drawings and re-
engineering necessary in Landlord's opinion for Tenant's new Premises.

7. All other terms and conditions of the Lease shall remain in full force and effect.

This First Amendment modifies and amends the Lease. To the extent there are any
inconsistencies between this First Amendment and the Lease, the terms and provisions of this
First Amendment shall control.

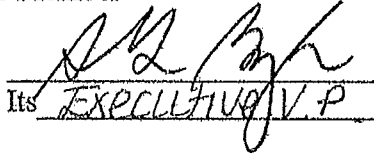
IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to
Lease as of the date first above written.

LANDLORD:

ROCKWALL I AND II LLC,
a Delaware limited liability company

By: Glenborough Properties, L.P.,
a California limited partnership
Its Sole Member


By:


Its EXECUTIVE V.P.

TENANT:

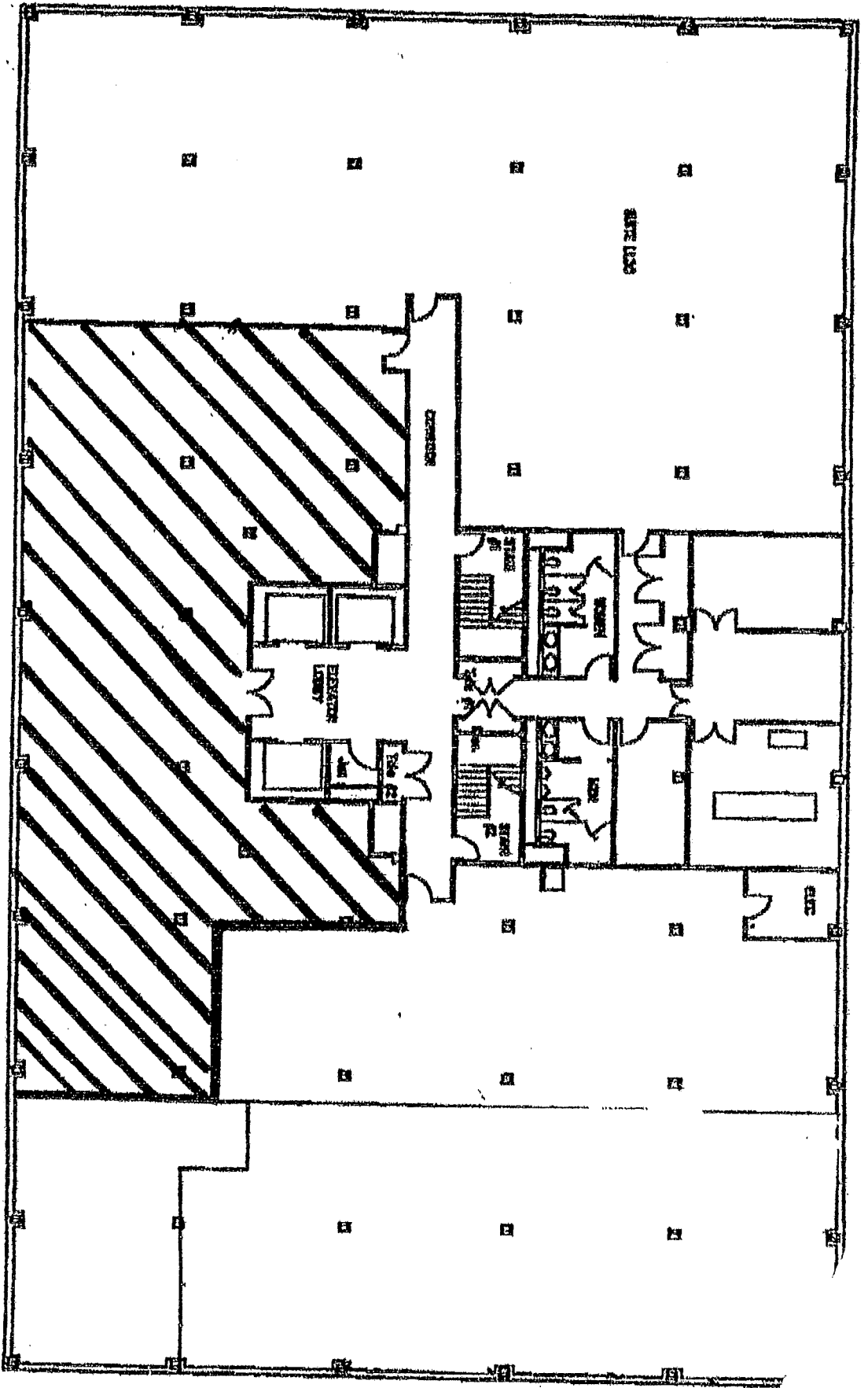
CAPITAL WOMEN'S CARE SPECIALTY CENTER, LLC,
a Maryland limited liability company

By:


Its President

By:

Its _____



LOWER LEVEL / CAP. WOMEN CARE

SCALE: 1/8" = 1'-0"

ROCKWALL I

**11400 ROCKVILLE PIKE
ROCKVILLE, MD 20852**

ROCKWALL I & II L.L.C.

MANAGED BY
GLIMBERGHEIN REALTY TRUST INC
301-818-0227



STUART P WHITE AIA
ARCHITECTURE 1441 KING STREET
BRIDGE PLANNING ARLINGTON, VA 22204
703-684-8274 703-684-8275 FAX

THIRD AMENDMENT TO OFFICE LEASE

THIS THIRD AMENDMENT TO OFFICE LEASE (this "Amendment"), is made as of the 26 day of September, 2016 ("Effective Date") by and between HINES USVF NORTH BETHESDA PLACE LP, a Delaware limited partnership ("Landlord") and MARYLAND SURGERY CENTER FOR WOMEN, LLC, a Maryland limited liability company ("Tenant").

RECITALS:

A. Landlord's predecessor, Rockwall I and II L.L.C. and Tenant (under its former name "Capital Women's Care Specialty Center LLC) entered into that certain Office Lease dated December 18, 2000 (the "2000 Lease"), as amended by the First Amendment to Lease, dated August 3, 2001 (the "First Amendment") and the Second Amendment to Lease dated September 15, 2009 (the "Second Amendment", and the Second Amendment along with the First Amendment and the 2000 Lease collectively the "Original Lease") for the use and occupancy of certain premises comprising 5,035 square feet (formerly set forth in the First Amendment as 4,326 square feet) known as C25 in the building located at 11400 Rockville Pike, North Bethesda, Maryland (the "Building"), all as more particularly described in the First Amendment (the "Original Premises").

B. Tenant desires to lease and Landlord agrees to lease to Tenant additional space in the Building adjacent to the Original Premises and consisting of 3,347 square feet as hereinafter described, as more particularly set forth on Exhibit A-1 attached hereto and incorporated herein the "Additional Premises")

C. The parties desire to amend the Original Lease to extend the Term thereof, add the Additional Premises to the Original Premises, establish the Annual Base Rent payable during the extended Term and make certain other changes as set forth more fully below.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending legally to be bound, hereby agree as follows:

1. **Recitals: Incorporation of Terms: Definitions.** The foregoing recitals and the terms and provisions of the Original Lease are incorporated herein by reference and are made a substantive part of this Amendment. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Original Lease. The Original Lease, as modified by this Amendment, is referred to herein as the "Lease".

2. **Leased Premises.**

(a) Landlord hereby leases the Additional Premises to Tenant and Tenant hereby leases the Additional Premises from Landlord upon the terms and conditions provided in this Amendment. For all purposes under the Lease, the term "Premises" shall mean the Original Premises and the Additional Premises.

(b) The term "Rentable Area" shall refer to the area or areas of space within the Building determined generally in accordance with the BOMA 2010 (ANSI Z 65.1-2010) standard. The Rentable Area in the Additional Premises has been calculated on the basis of the foregoing standard and is hereby stipulated for all purposes to be 3,347 square feet; and the Rentable Area in the Premises has been calculated on the basis of the foregoing standard and is hereby stipulated for all purposes hereof to be 8,382 square feet.

3. Delivery of the Additional Premises.

(a) Landlord shall deliver the Additional Premises to Tenant and Tenant shall accept the Additional Premises on or before November 1, 2016, in its "as is" condition, provided however the Additional Premises shall be in broom clean condition with all furnishings, equipment and other personal property removed therefrom, and the HVAC, plumbing, electrical, and other mechanical and operating systems serving the Additional Premises shall be in good working order. During the construction of the "Tenant Improvements" as defined in Section 10 (c) below, Landlord, at Landlord's cost and expense, shall remove the existing pipe insulation mastic, which contains asbestos, from the Additional Premises (which asbestos is described in the Limited Asbestos Survey Report of HP Environmental Incorporated dated July 14, 2016) in accordance with the applicable laws and regulations.

(b) The commencement date for the Additional Premises shall be the earlier of Tenant's occupancy of the Additional Premises or July 1, 2017 (the "Additional Premises Commencement Date").

4. Renewal of Lease. The Landlord and Tenant agree to extend the Term of the Lease, such that the Expiration Date of the Lease shall be ten (10) years and six (6) months after the Additional Premises Commencement Date.

5. Annual Base Rent.

(a) Commencing on October 1, 2016 and continuing until the Additional Space Commencement Date (the "Initial Extension Period"), the Annual Base Rent for the Original Premises shall be equal to the 4,326 square feet of Rentable Area multiplied by Twenty-Four and 80/100 Dollars (\$24.80). During the Initial Extension Period, Tenant's obligation to pay Tenant's Proportionate Share of increases in Operating Expenses and Tax Costs and the definition of the Base Year shall remain as set forth in the Original Lease.

(b) On the Additional Premises Commencement Date, the Annual Base Rent for the Premises shall be equal to 8,382 square feet of Rentable Area multiplied by Twenty-Four and 95/100 Dollars (\$24.95). On the first anniversary of the Additional Premises Commencement Date and on each anniversary thereafter, the Annual Base Rent then in effect shall be increased by Two and Three Quarters Percent (2.75%). The term Lease Year shall mean each successive twelve (12) month period beginning on the Additional Premises Commencement Date.

6. Abatement of Rent. Provided Tenant is not in default under the Lease after the giving of written notice and the expiration of any applicable cure period, the monthly installments of the Annual Base Rent due for the first six (6) months after the Additional Premises Commencement Date shall be abated (the "Abated Rent"). In addition, Tenant shall receive an additional abatement (the "Additional Abatement") of \$366.02 per month for the seventh (7th)

through twelfth (12th) month after the Additional Premises Commencement Date. In the event Tenant commits a default under the Lease beyond any applicable notice and cure period, the Abated Rent and/or the Additional Abatement coming due thereafter shall be cancelled; provided however, in the event Tenant later cures any such default (even after the applicable notice and cure period has expired), any Abated Rent or Additional Rent which was scheduled to occur after the Tenant's cure shall be reinstated.

7. **Tenant's Proportionate Share.** Commencing on the Additional Premises Commencement Date, Section 2.19 of the 2000 Lease is deleted in its entirety and the following inserted in lieu thereof:

"TENANT'S PROPORTIONATE SHARE: 5.240%

8. **Operating Expenses.** The first paragraph of Section 6.3.1.2 of the 2000 Lease shall be amended to insert the following directly before the "and" in the next to last line of this paragraph:

"the costs and expenses incurred in connection with the maintenance, operations, and repair of a fitness center and conference facility to be located in the Building or the adjacent building located at 5515 Security Lane (combined, the "Complex"), for use by the tenants of the Complex,"

9. **Base Year.** Commencing on the Additional Premises Commencement Date, Section 2.3 of the 2000 Lease shall be amended to provide that the Base Year shall be calendar year 2017. If the occupancy of the Project is less than ninety-five percent (95%) in the Base Year, the Direct Costs for the Base Year shall be increased to include the amount of Direct Costs that would have been incurred had the Project been ninety-five percent (95%) occupied during the Base Year.

10. **Condition of Premises.**

(a) Tenant agrees that Landlord will not be required to provide any tenant improvements to the Premises.

(b) Sections 12.1 "Landlord's Construction Obligations", Section 12.2 "Tenant's Construction Obligations" and Section 37 "Tenant Improvements" of the 2000 Lease are hereby deleted in their entirety.

(c) Tenant shall make the initial improvements to the Premises (the "Tenant Improvements") in accordance with the Tenant Work Letter attached hereto and incorporated herein as Exhibit B.

(d) Landlord shall provide to Tenant a tenant allowance for the Tenant Improvements in the amount of Sixty-Two and 25/100 Dollars (\$62.25) per square foot of Rentable Area of the Premises (the "Tenant Allowance"). The Tenant Allowance shall be made pari passu with Tenant's payment, from Tenant's own funds for the Tenant

Improvements. For example, if the Tenant Allowance represents 60% of the total cost for the Tenant Improvements then each request for disbursement of the Tenant Allowance shall be 60% of the costs then due (with the Tenant paying the other 40%). If upon completion of the Tenant Improvements and full payment to contractors, suppliers, and other third parties, there are funds remaining in the Tenant Allowance, then Landlord shall reimburse Tenant for the Tenant's pari passu payments for the Tenant Improvements up to the amount remaining in the Tenant Allowance. The Tenant Allowance shall be paid in accordance with the following procedure:

(i) For each payment of the Tenant Allowance, Tenant shall submit to Landlord (x) evidence of payment for work for which Tenant seeks the Tenant Allowance, (y) certification from Tenant's architect that such work has been completed in a satisfactory manner, and (z) lien waivers from all applicable contractor, subcontractors, suppliers or materialmen for such work (collectively the "Tenant Allowance Documents").

(ii) Within thirty (30) days after receipt of the Tenant Allowance Documents, Landlord shall deliver to Tenant the applicable portion of the Tenant Allowance.

(iii) The final installment of the Tenant Allowance shall be paid to Tenant upon receipt by Landlord of the Tenant Allowance Documents and a copy of Tenant's occupancy permit for the Premises.

(iv) The Tenant Allowance may not be used by Tenant for the purchase, installation or maintenance of Tenant's own data/voice/internet cabling of the Premises, but may be used for the purchase and installation of the "Generator", as defined below.

(v) In the event Tenant has not substantially completed the Tenant Improvements by June 30, 2018, Landlord shall have no further obligation to disburse the remainder of the Tenant Allowance with respect to the then not substantially completed Tenant Improvements, and Tenant's right to obtain the remainder of the Tenant Allowance with respect to the then not substantially completed Tenant Improvements shall become null and void.

11. **Generator; HVAC Cooling Unit.** At Tenant's sole cost and expense, Tenant shall be permitted to place a generator outside of the Premises in the area shown on Exhibit A-2 (the "Generator") and a cooling unit on the roof the Building in the area shown on Exhibit A-3 (the "Cooling Unit"). The Generator and the Cooling Unit shall be used solely for Tenant's use in the Premises and in compliance with all laws, regulations and the Rules and Regulations of the Project. The design, size, location, and installation of the Generator and the Cooling Unit shall be subject to Landlord's prior approval, such approval not to be unreasonably withheld, conditioned or delayed. Tenant, at Tenant's cost, must maintain the Generator and the Cooling Unit in good condition, and, if requested by Landlord at the time of installation, must remove the Generator and

the Cooling Unit upon expiration of the Term or earlier termination of the Lease and repair any damage caused by such removal. Any utility and operating costs generated by the Generator shall be timely paid by the Tenant. Tenant shall only access the roof to install and maintain the Cooling Unit upon at least forty-eight hours prior notice to Landlord, except in an emergency, in which event notice shall be given to Landlord as early as possible prior to entry. Landlord shall have the right to approve Tenant's contractor who will be performing work on the Cooling Unit.

12. **Signage.** Section 29 of the 2000 Lease is amended by adding the following at the end of the Section:

“So long as Tenant or Tenant's affiliate, Vivere Health, LLC, occupies at least five percent (5%) of the rentable square footage of the Building, Tenant shall have the right to have a listing on an exterior monument sign, if Landlord installs such monument sign during the Term. The location and size of Tenant's listing shall be reasonably determined by Landlord at the time of the installation of such sign. Tenant shall be responsible for all costs and expense of the installation and maintenance of such listing. In addition, Landlord shall provide a building standard suite entry sign to the Premises and a listing for Tenant on the tenant directory sign in the lobby of the Building.”

13. **Parking.** Commencing on the Additional Premises Commencement Date, Section 2.12 of the 2000 Lease is hereby deleted in its entirety and the following inserted in lieu thereof:

“Throughout the Term, provided Tenant is not in default under this Lease after the giving of written notice and the expiration of any applicable cure period, and timely pays the “Parking Fee”, as defined below, Landlord shall provide Tenant with 2.5 parking permits for every 1,000 rentable square feet of Premises (the “Parking Permits”). The Parking Permits shall allow Tenant's employees to park, on an unreserved basis, in the parking garage for the Project or in the North Bethesda Market garage. In the event that Tenant does not request all of the available Parking Permits within sixty (60) days after the Lease Commencement Date or at any time during the Term relinquishes and returns to Landlord one or more of the Parking Permits, then Tenant's right to obtain such unrequested or relinquished Parking Permits, at an time during the Term, shall be based on availability: Landlord having the right to provide such unrequested and/or relinquished Parking Permits to third parties for any length of time as determined by Landlord. Tenant shall pay to Landlord, or if Landlord has a parking operator, to such parking operator, a monthly amount equal to the published rate per parking permit as it may exist from time to time for monthly contract unreserved parking in the Building's parking garage or in the North Bethesda Market garage, as applicable, multiplied by the number of Parking Permits to be furnished to Tenant as provided above (the “Parking Fee”). The Parking Fee shall be payable in advance on the first day of each and every calendar month during the Term. As of the Effective Date, the published rate for parking is \$85.00 per month and may be changed no more frequently than once in any 12-month period. In the event Tenant requests more permits than the Parking Permits during the Term, Landlord agrees to give Tenant priority for such extra permits ahead of any non-tenants of the Building.

14. **Security Deposit.** Landlord acknowledges that pursuant to Section 38 of the 2000 Lease, the Security Deposit has been reduced to \$44,059.00 and that Landlord is holding a cash deposit in the amount of the Security Deposit.

15. **Landlord's Services and Hours of Operation** The first paragraph of Section 10 in the 2000 Lease is hereby deleted in its entirety and the following inserted in lieu thereof:

Landlord shall furnish to the Premises the following building standard services, consistent with the operation and maintenance of comparable office buildings in North Bethesda, Maryland:

- (i) Common area water for drinking, cleaning and restrooms;
- (ii) Central heat and air conditioning in season, subject to curtailment as required by governmental laws, rules or regulations, in such amounts as necessary for reasonable comfort under load conditions which do not exceed (a) occupancy of one person per 150 square feet of useable area of the Premises and (b) power consumption for lighting and electrical equipment at a rate of five (5) watts per square foot of Premises;
- (iii) Heating, ventilating and air conditioning shall be provided under normal business operations (Monday through Friday) during the following times: from 8:00 a.m. to 6:00 p.m. and on Saturday from 9:00 a.m. to 1:00 p.m., excluding the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day;
- (iv) Maintenance of exterior common areas of the Project, including snow removal as necessary and maintenance of the landscaped areas;
- (v) Janitorial service in the common areas of the Building, weekends and holidays excepted, including periodic outside window washing of the perimeter windows in the Premises not less than twice per year;
- (vi) Passenger elevator service in common with Landlord and other tenants of the Project, 24 hours a day, 7 days a week; provided, however, that Landlord shall have the right to remove passenger and freight elevators from service as the same shall be required for moving freight or for servicing or maintaining the elevators;
- (vii) Sufficient electricity to serve the Premises to the extent that the demand load does not exceed five (5) watts per square foot of the Premises.
- (viii) To the extent that Tenant's electrical equipment and lighting require electrical or air conditioning capacity in excess of that provided under this Section 10, Landlord may install additional equipment (with Tenant paying the expense for such installation) and Tenant shall pay all operating costs relating to such additional equipment.

- (ix) Maintenance of the ejector pit located in the Original Premises which, prior to the Effective Date, has been the responsibility of Tenant.

16. Renewal Right

(a) Landlord hereby grants to Tenant the right, exercisable at Tenant's option, to renew the Lease for all of the Premises or for the Original Premises only, for two (2) periods of five (5) Lease Years each (each an "Extension Option"), exercisable as hereinafter provided. If properly exercised and if the conditions applicable thereto have been satisfied, the extension term (the "Extension Term") shall commence immediately following the end of the current Term, or the first Extension Term, as applicable and in such event, each Extension Term shall be deemed to be part of the Term. The right of extension herein granted to Tenant shall be subject to, and shall be exercised strictly in accordance with, the following terms and conditions:

(b) Tenant shall exercise the Extension Option with respect to each Extension Term by giving Landlord written notice of the exercise and whether Tenant is exercising the Extension Option for all of the Premises or only the Original Premises (the "Option Notice") no later than 365 days prior to the expiration of the initial Term or the first Extension Term, as applicable. Time is of the essence as to all dates pertaining to Tenant's exercise of each Extension Option. If, at the time of giving the Option Notice or at the commencement of an Extension Term, there is a default after the giving of notice and the expiration of any applicable cure period, or if an Option Notice is not given timely, or if Tenant does not exercise an Extension Option or, with respect to the second Extension Option, the first Extension Option was not exercised or voided, then, at Landlord's election, the Option Notice shall be void and Tenant's right of extension with respect to the applicable Extension Term granted hereby shall lapse, terminate and be of no further force or effect. In no event shall Tenant have the right to extend the Term of the Lease beyond the expiration of the second Extension Term.

(c) During each Extension Term, if properly exercised, all the terms, conditions, covenants and agreements set forth in the Lease shall continue to apply and be binding upon Landlord and Tenant, except that the Annual Base Rent payable during each Extension Term shall be the fair market rent as determined below. Upon Landlord's receipt of the Option Notice, Landlord and Tenant shall negotiate in good faith in an effort to agree on fair market rent (which will take into account the then current market concessions and will include the rent for the first Lease Year of an Extension Term and any subsequent increases for each Lease Year thereafter). If Landlord and Tenant cannot agree on market rent for any reason within thirty (30) days after the date that Landlord receives Tenant's Option Notice, then the parties shall employ the "Three Broker Method", as defined below. Once the fair market rent has been determined, Landlord may draft a lease extension and rent amendment and forward same to Tenant for execution, and Tenant shall execute same within ten (10) days after receipt thereof.

(d) The Three Broker Method shall be defined as follows:

In the event Landlord and Tenant are unable to agree upon the fair market rent for an Extension Term, such rent shall be determined by a board of three (3) licensed real

estate brokers, one of whom shall be named by the Landlord, one of whom shall be named by Tenant, and the two so appointed shall select the third. Each real estate broker so selected shall be licensed in Maryland specializing in commercial leasing in the North Bethesda market, having no less than ten (10) years' experience in such field and recognized as reputable within the field. Landlord and Tenant agree to make their appointments promptly within the (10) days after the expiration of the period in which Landlord and Tenant were to negotiate the rental amount. The two (2) brokers selected by Landlord and Tenant shall promptly select a third broker within ten (10) days after they both have been appointed. Within fifteen (15) days after the third broker is selected, each broker shall submit his or her determination of the fair market rent for the applicable Extension Term. The fair market rent, shall be the mean of the two closest rental rate determinations. Landlord and Tenant shall each pay the fee of the broker selected by it, and they shall equally share the payment of the fee of the third broker

17. **Access.** Tenant shall have access to the Premises 24 hours a day, 7 days a week, 365 days a year, subject to casualty, condemnation, events of Force Majeure and other events beyond Landlord's reasonable control. Building access may be controlled by Landlord during non-Building hours; in which event Landlord shall give Tenant a reasonable means to access the Premises. The costs for any controlled access to the Building shall be part of the Operating Expenses.

18. **Assignment and Subletting.**

(a) Notwithstanding anything to the contrary in Section 18 or elsewhere in the Original Lease, Tenant shall be permitted to sublease to a parent of Tenant or an affiliate of Tenant without the Landlord's consent provided Tenant delivers notice of such sublease to Landlord prior to the effective date of such sublease. Further, the provisions of this Section 18 notwithstanding, Tenant shall be permitted to assign this Lease or sublet the Premises or otherwise engage in the following transactions without the consent of Landlord, as follows: (A) a sale of corporate shares of capital stock in Tenant in connection with an initial public offering of Tenant's stock on a nationally-recognized stock exchange, (B) a transfer of stock or other ownership interests of Tenant by or to any doctor or other medical services provider in conjunction with the commencement, continuation, or termination of employment by or with Tenant, provided such transfers do not exceed individually or in the aggregate, fifty percent (50%) of the ownership interests existing as of the date of the Lease of Tenant, and further provided Tenant delivers notice of such transfer to Landlord prior to the effective date of such transfer or (C) an assignment of to an entity which is the resulting entity of a merger or consolidation of Tenant, or the purchase of substantially all the assets of Tenant, provided Tenant delivers notice of such transfer to Landlord prior to the effective date of such transfer. Landlord shall have no right of recapture in connection with any assignment of the Lease or subleasing of the Premises.

(b) Section 18.1.1 of the 2000 Lease is amended by adding the following at the end of this subsection:

"18.1.1.3 If Tenant is a limited liability company, any withdrawal or, substitution (whether voluntary, involuntary, or by operation of law, and whether occurring at one time or over a period of time) of any member owning twenty-five (25%)

or more (cumulatively) of any interest in the limited liability company, or the dissolution of the limited liability company.”

(c) Section 18.2 of the 2000 Lease is amended by adding the following after subparagraph (a) “; provided, however, that in the event that Landlord does not have available space for direct lease in the Building, Tenant may assign the Lease or sublease the Premises to an existing tenant of the Building.”

19. **Non-Disturbance Agreement; Landlord's Waiver.** Landlord agrees to use commercially reasonable efforts to obtain from any mortgagee or holder of a deed of trust on the Premises or the Building a subordination non-disturbance agreement in the form attached hereto as Exhibit C. Notwithstanding anything in the Lease to the contrary, provided Tenant is not then in default under this Lease beyond any applicable notice and cure period, Landlord agrees to waive its landlord's lien and/or any other common law or statutory claim to any right, title or interest to Tenant's furnishings, equipment, trade fixtures, and/or other personal property in the Premises that are financed by an institutional lender (“Tenant's Personalty”); provided however, Tenant's Personalty shall not include any utility systems (including HVAC and electrical systems including the Generator) serving the Premises. Notwithstanding the foregoing, in order to facilitate Tenant's financing of the cost of Tenant's Improvements in the Premises and/or Tenant's equipment, Landlord hereby waives its lien on Tenant's Personalty in favor of any institutional lender providing first priority financing for Tenant's Improvements, equipment, trade fixtures and/or other personal property; and Landlord agrees to execute upon request a Landlord's Consent and Waiver or similar document in form and substance attached hereto as Exhibit D allowing any institutional lender providing financing to Tenant (the “Tenant's Lender”) access to the Premises to remove Tenant's Personalty in the event of a default by Tenant under its financing arrangements with the Tenant's Lender.

20. **Landlord ADA Compliance.** With respect to the Common Areas, Landlord shall be responsible to ensure, at Landlord's cost and expense, that all Common Areas are in compliance with the Americans With Disabilities Act of 1990 (as amended). Any cost of compliance with respect to current laws and regulations shall not be considered to be an Operating Expense.

21. **Common Area Improvements.** Landlord, at Landlord's sole cost and expense, shall remodel the public restrooms, elevator lobby and common corridor located on the Concourse Level of the Building in a fashion substantially similar to what currently exists (as of the Effective Date) on the second (2nd) floor of the Building. Landlord agrees to use commercially reasonable efforts to commence such remodeling by November, 2016 and to complete such work no later than February, 2017.

22. **Swing Space.** Commencing on the Effective Date, Tenant shall have the right to occupy that certain space in the Building known as C15 and shown on Exhibit A-1 while Tenant is constructing the Tenant Improvements to the Premises (the “Swing Space”). Tenant shall accept the Swing Space in its “as is” condition, broom clean and with all furnishings, equipment and other personal property removed therefrom. Landlord makes no representation or warranty regarding the Swing Space and is under no obligation to make any improvements to the Swing Space. Tenant's occupancy of the Swing Space shall be in accordance with all the terms and conditions

of the Lease provided that Tenant shall not be charged any Rent for Tenant's use of the Swing Space and Tenant shall vacate the Swing Space on or before the Additional Premises Commencement Date. On or before the Additional Premises Commencement Date, Tenant shall remove all Tenant's furnishings, equipment and other personal property from the Swing Space, repair any damage caused by such removal and leave the Swing Space in broom clean condition. During Tenant's occupancy of the Swing Space, Landlord, upon reasonable prior notice to Tenant (which may be electronic or verbal), shall have access to the Swing Space to show prospective tenants any portion of the Swing Space, provided Landlord shall use commercially reasonable efforts not to interfere with Tenant's use of the Swing Space. Should Landlord lease all or a portion of the Swing Space to another tenant, Landlord shall have the right to relocate Tenant to comparable space within either the building located at 5515 Security Lane, North Bethesda, Maryland or the Building.

23. **Return of Premises.** Upon the expiration or earlier termination of the Term, Tenant shall remove its personal property, equipment and trade fixtures from the Premises. However, Tenant shall have no obligation to remove any of the initial leasehold improvements or conduits. Landlord may only require that an alteration or improvement be removed if Landlord notified Tenant that such removal would be required at the time Landlord approved the alteration or improvement, in accordance with Section 12.3 of the 2000 Lease.

24. **Broker.** Tenant represents and warrants that Tenant has not employed or dealt with any broker in connection with this Amendment, the extension of the Term or renewal of the Lease other than CBRE, Inc (the "Broker") who shall be paid by Landlord pursuant to a separate agreement. Tenant shall indemnify and hold harmless the Landlord from any claim for brokerage or other commission arising from or out of any breach of the foregoing representation and warranty.

25. **Integration.** The parties hereby ratify and confirm all of the terms and provisions of the Original Lease, as modified herein. In the event of a conflict between the terms of this Amendment and the terms of the Original Lease, the terms of this Amendment shall govern the rights and obligations of the parties hereto.

26. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal and personal representatives.

27. **Governing Law.** This Amendment shall be governed and construed in accordance with the internal laws of the State of Maryland.

28. **No Default.** Tenant and Landlord each represents and agrees that the Lease is in full force and effect and neither Landlord nor Tenant is in default of its obligations under the Lease.

29. **Counterparts.** This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and entered into this Third Amendment to Office Lease as of the date and year first stated above.

LANDLORD:

HINES USVF NORTH BETHESDA PLACE LP,
a Delaware limited partnership

By: Hines USVF North Bethesda Place GP LLC, a Delaware limited liability company, its general partner

By: Hines U.S. Value Fund, L.P., a Delaware limited partnership, its sole member


By: Hines U.S. Value Fund LLC, a Delaware limited liability company, its general partner

By: Hines Investment Management Holdings Limited Partnership, a Texas limited partnership, its sole member

By: HIMH GP LLC, a Delaware limited liability company, its general partner

By: Hines Real Estate Holdings Limited Partnership, a Texas limited partnership, its sole member

By: JCH Investments, Inc., a Texas corporation, its general partner

By:  [SEAL]
Charles K. Watters, Jr.
Senior Managing Director

ADDITIONAL SIGNATURE PAGE FOLLOWS

ADDITIONAL SIGNATURE PAGE TO THIRD AMENDMENT TO OFFICE LEASE

TENANT:

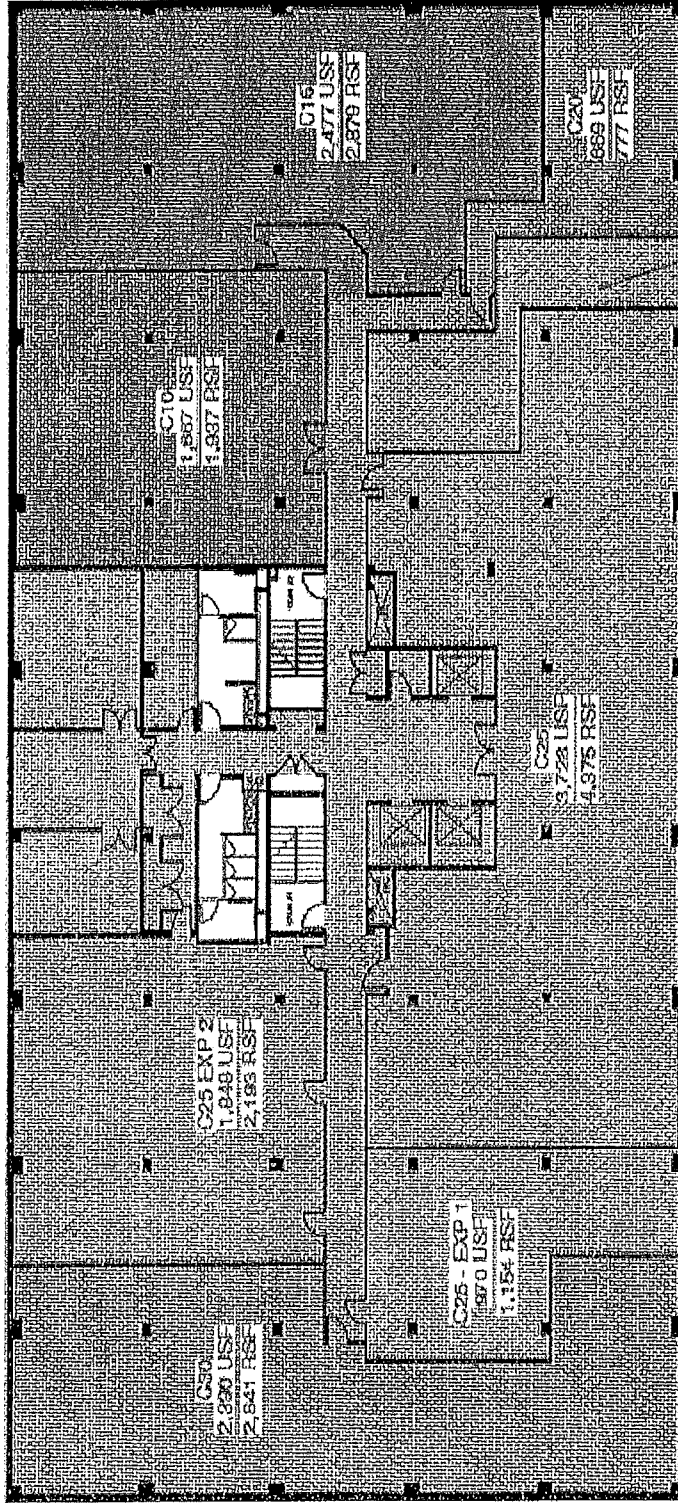
Maryland Surgery Center for Women, LLC
a Maryland limited liability company

By: Roy Khoury [SEAL]
Name: Dr. Roy Khoury
Title: President

EXHIBIT A-1
Additional Premises
And
Swing Space

EXHIBIT A-1

(Additional Premises – Suites C25 Exp1 & Exp2)
(Swing Space – Suite C15)



NORTH BETHESDA PLACE I
Concourse Level - MSCFW Lease Exhibit

09.16.16

EXHIBIT A-2
Generator Location

EXHIBIT A-2
(Generator Location)

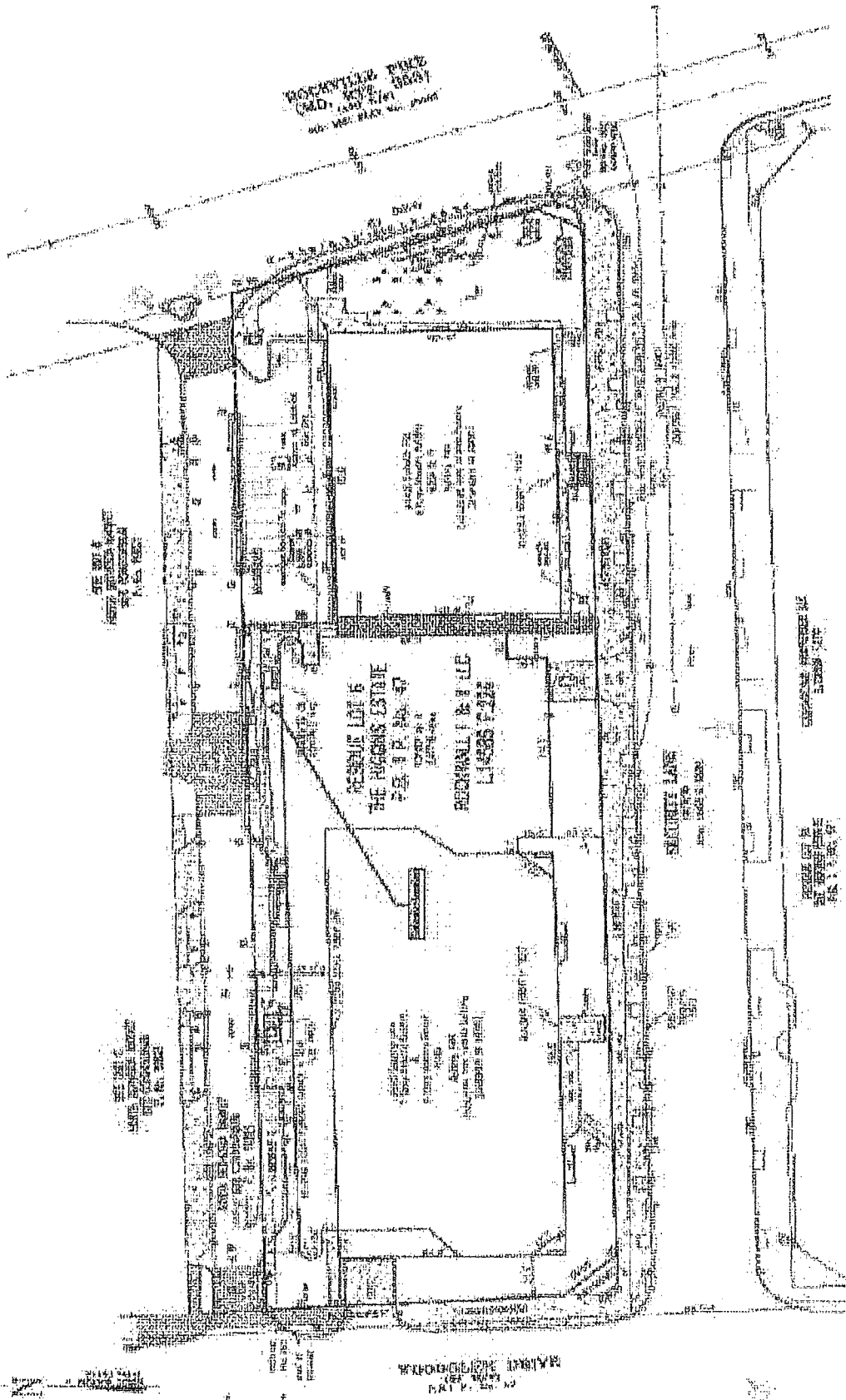


EXHIBIT A-3
Cooling Unit Location

EXHIBIT A-3
(Cooling Unit Location)

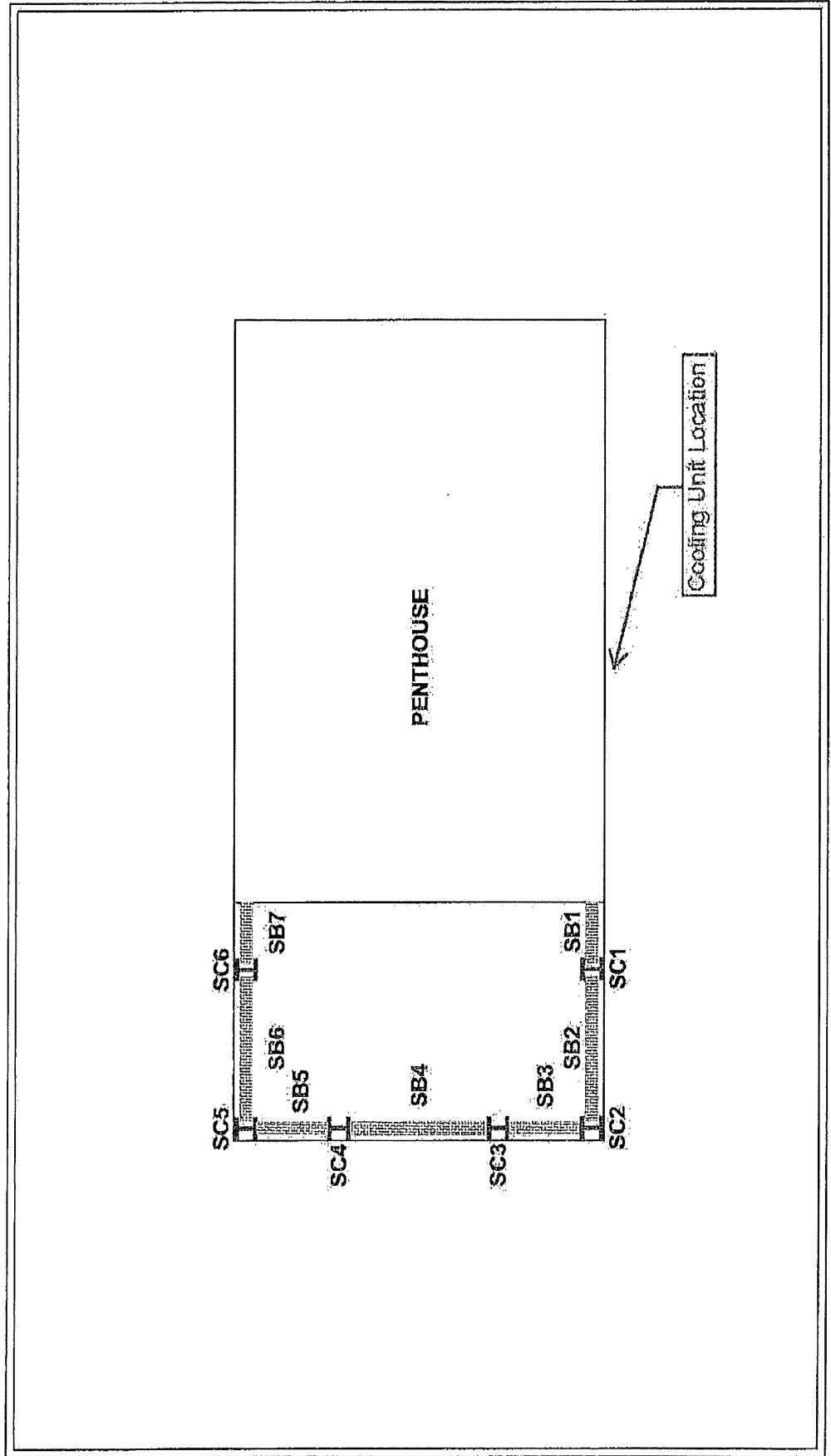
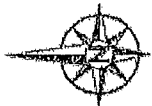


Exhibit B
Tenant Improvement Work

The Leased Premises shall be leased by Tenant in its "as is" condition except as may be set forth in the Third Amendment to Office Lease to which this Exhibit B is attached, except as set forth below, Landlord shall have no renovation or construction obligations or payment obligations with respect to the construction or renovation of any improvements of any kind with respect to the Premises or pursuant to this Lease.

1. Preparation of Tenant Plans.

(a) Tenant shall provide and submit to Landlord for its approval the "Tenant Plans", as defined below necessary to price, permit and construct any improvements ("Tenant Improvements") desired by Tenant. Tenant shall prepare the initial space plan and test fit for the Premises and Landlord shall reimburse Tenant the costs for space plan and test fit in an amount not to exceed twelve cents (\$0.12) per square foot of the Premises.

(b) "Tenant Plans" means complete sets (at least one print and an electronic copy) of architectural, structural, mechanical, electrical and plumbing working drawings for any and all Tenant Improvements (which shall include such written instructions or specifications as may be necessary to secure a building permit from Montgomery County, Maryland and shall show the full detailed scope of all Tenant Improvements). Tenant shall be responsible to provide and submit Tenant Plans which are fully coordinated with the plans and specifications for the Project (the "Project Plans and Specifications") and which conform to all applicable laws, regulations, rules, ordinances and codes. The structural, mechanical, electrical and plumbing portions of the Tenant Plans shall be prepared by engineers approved by Landlord. The cost of preparing the Tenant Plans, including any changes thereto, shall be paid by Tenant but may be included as part of the Tenant Allowance.

(c) Landlord agrees to review the Tenant Plans and respond to Tenant in writing within ten (10) days after the date of Landlord's receipt of the Tenant Plans, either approving the Tenant Plans or specifying the revisions required; however, Landlord's review shall not relieve Tenant of its obligations under Paragraph 1(b) or any other provision of this Exhibit B.

2. Construction of Tenant Improvements.

(a) Tenant shall contract with a general contractor ("Tenant's Contractor") to construct the Tenant Improvements subject to the following:

(i) Tenant shall obtain Landlord's prior written approval of Tenant's Contractor and all subcontractors to be used by Tenant's Contractor for mechanical, electrical, plumbing and controls work (collectively "MEP Work"), which approval shall not be unreasonably withheld, conditioned or delayed. Any general contractor selected by Tenant must be licensed to do business in the State of Maryland and, in Landlord's reasonable judgment, both Tenant's Contractor and the subcontractors specified for MEP Work must be qualified to work in the Project. Landlord shall either approve Tenant's Contractor or reject and specify the commercially reasonable reason that

Landlord is unable to grant such approval within two (2) business days of receipt of Tenant's written submittal.

(ii) Tenant's contract with Tenant's Contractor shall require Tenant's Contractor and all subcontractors to comply with such reasonable and consistently applied written rules and regulations ("Rules of the Site") as may be reasonably promulgated by Landlord from time to time for the Project.

(b) Tenant shall submit the name and, if requested by Landlord, experience record of Tenant's Contractor and the subcontractors to be used by Tenant's Contractor for MEP Work to Landlord for its approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall either approve Tenant's Contractor and the subcontractors to be used by Tenant's Contractor for MEP Work or reasonably reject and specify the commercially reasonable reason that Landlord is unable to grant such approval within two (2) business days of receipt of Tenant's written submittal.

(c) Landlord shall turn the Additional Premises over to Tenant in the condition required under Section 3 of this Amendment. Tenant may begin construction of the Tenant Improvements on the day following the later to occur of (i) Landlord's approval of the Tenant Plans, (ii) Landlord's approval (such approval not to be unreasonably withheld, conditioned or delayed) of Tenant's Contractor and the subcontractors to be used by Tenant's Contractor for MEP Work, (iii) Landlord's receipt of copies of all necessary permits or (iv) Landlord's receipt of a copy of the Rules of Site executed by Tenant's Contractor. Until such time, Tenant shall not be permitted to commence construction of the Tenant Improvements.

(d) Tenant shall indemnify and hold harmless Landlord, Landlord's partners, members, officers, employees, and any of Landlord's contractors and subcontractors, from and against any and all actual losses, actual damages, reasonable costs (including costs of lawsuits and reasonable attorneys' fees), liabilities, or causes of action relating to the work of Tenant's Contractor, including but not limited to mechanic's, materialman's or other liens or claims (and all costs or expenses associated therewith) asserted, filed or arising out of any such work. All materialmen, contractors, artisans, mechanics, laborers and other parties hereafter contracting with Tenant or Tenant's Contractor for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Leased Premises are hereby charged with notice that they must look solely to Tenant or Tenant's Contractor for payment of same; Tenant's and Tenant's Contractor's purchase orders, contracts and subcontracts in connection therewith shall clearly state this requirement. Without limiting the generality of the foregoing, Tenant shall repair or cause to be repaired at its expense all damage caused by Tenant's Contractor, its subcontractors or its employees.

(e) Tenant shall, at Tenant's sole cost and expense, (i) cause Tenant's architect(s) or engineer(s) to prepare a report, in form and substance reasonably acceptable to Landlord, for the benefit of Landlord, certifying to the compliance of work constructed by Tenant's Contractor with the Tenant Plans approved by Landlord and compliance with all applicable laws and (ii) provide Landlord with a certified air balancing report prior to occupancy and a complete set of "as built" Tenant Plans (if any changes to the original Tenant Improvements are made as provided below) within thirty (30) days following the date that the construction of the Tenant Improvements is completed.

3. Change Orders. It is agreed that Tenant may authorize changes in the Tenant Improvements provided that: (a) such changes meet the criteria set forth in paragraphs 1(a) and 1(b) above; and (b) Landlord approves any such changes in advance and in writing with such approval not being unreasonably withheld, conditioned or delayed, subject to the other provisions of this Exhibit B.

4. Third Party Costs. Tenant shall reimburse Landlord the reasonable out-of-pocket third party costs (not to exceed the total sum of \$5,000 in the aggregate) incurred by Landlord in connection with the third party reviews of Tenant's Plans and the construction of the Tenant Improvements. Landlord shall be entitled to deduct such third party costs (not to exceed the total sum of \$5,000 in the aggregate) from the Tenant Allowance.

Exhibit C

NON-DISTURBANCE, ATTORNMENT AND SUBORDINATION AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2016, by and among **SANTANDER BANK, N.A.** (hereinafter called the "Agent"), as administrative agent on behalf of certain lenders, _____ (hereinafter called the "Tenant"), and **HINES USVF NORTH BETHESDA PLACE LP**, a Delaware limited partnership (hereinafter called the "Landlord").

WITNESSETH:

WHEREAS, Landlord owns certain real property located at 11400 Rockville Pike, Rockville, Maryland, and more particularly described in Exhibit A attached hereto and made a part hereof (said property being hereinafter called the "Property"); and

WHEREAS, Landlord (or Landlord's predecessor interest) made and entered into that certain Lease, dated the ____ day of _____, 2016, with respect to certain premises constituting a portion of the Property therein described (said Lease being hereinafter called the "Lease" and said premises being hereinafter called the "Leased Premises"); and

WHEREAS, Landlord has entered into and delivered that certain Deed of Trust in favor of Agent recorded in the Records of Montgomery County, Maryland prior to the recording of this Agreement (said Mortgage being hereinafter called the "Security Deed"), conveying the Property to secure the payment of the obligations described in the Security Deed; and

WHEREAS, Landlord has entered into and delivered that certain Collateral Assignment of Leases and Rents in favor of Agent recorded in the Records of Montgomery County, Maryland prior to the recording of this Agreement (said Collateral Assignment of Leases and Rents being hereinafter called the "Assignment of Rents"), assigning all of Landlord's right, title and interest as lessor under the Lease to further secure the obligations as described and defined in the Security Deed; and

WHEREAS, the parties hereto desire to enter into this Non-Disturbance, Attornment and Subordination Agreement;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent, Tenant, and Landlord each hereby covenants and agrees as follows:

Estoppel. Tenant hereby certifies to Agent that (i) the Lease, as described above, is the true, correct and complete Lease, and has not been modified or amended and constitutes the entire agreement between Landlord and Tenant, and (ii) as far as is known to Tenant, there are no defaults of Landlord under the Lease and there are no existing circumstances which with the

passage of time, or giving of notice, or both, would give rise to a default under the Lease and/or allow Tenant to terminate the Lease.

Non-Disturbance. So long as no default exists, nor any event has occurred which has continued to exist for such period of time (after notice, if any, required by the Lease) as would entitle the lessor under the Lease to terminate the Lease or would cause, without any further action on the part of such lessor, the termination of the Lease or would entitle such lessor to dispossess the lessee thereunder, the Lease shall not be terminated, nor shall such lessee's use, possession or enjoyment of the Leased Premises or rights under the Lease be interfered with in any foreclosure or other action or proceeding in the nature of foreclosure instituted under or in connection with the Security Deed or in the event that Agent takes possession of the Property pursuant to any provisions of the Security Deed or the Assignment of Rents, unless the lessor under the Lease would have had such right if the Security Deed or the Assignment of Rents had not been made, except that neither the person or entity acquiring the interest of the lessor under the Lease as a result of any such action or proceeding or deed in lieu of any such action or proceeding (hereinafter called the "Purchaser") nor Agent if Agent takes possession of the Property shall be (a) liable for any act or omission of any prior landlord (including the Landlord); or (b) liable for or incur any obligation with respect to the construction of the Property or any improvements of the Premises or the Property; or (c) subject to any offsets or defenses which Tenant might have against any prior landlord (including the Landlord); or (d) bound by any rent or additional rent which Tenant might have paid for more than the then current rental period to any prior landlord (including the Landlord); or (e) bound by any amendment or modification of the Lease, made without Agent's prior written consent (except for amendments or modifications is made in connection with renewals, expansions or other modifications of the Lease currently contemplated by the terms thereof, or such amendment or modification is otherwise permitted to be made without Agent's consent by the terms of the Security Deed, Assignment of Rents or other Loan Documents); (f) except any assignment or sublet permitted under the Lease as to which Landlord's consent is not required, bound by any assignment or sublet, made without Agent's prior written consent; (g) bound by or responsible for any security deposit not actually received by Agent; (h) liable for or incur any obligation with respect to any breach of warranties or representations of any nature under the Lease or otherwise including without limitation any warranties or representations respecting use, compliance with zoning, landlord's title, landlord's authority, habitability and/or fitness for any purpose, or possession; (i) liable for consequential damages; or (j) personally liable for any default under the Lease or any covenant or obligation on its part to be performed thereunder as lessor, it being acknowledged and agreed that Tenant's sole remedy in the event of such default shall be to proceed against Purchaser's or Agent's interest in the Property.

Attornment. Unless the Lease is terminated in accordance with Paragraph 2, if the interests of the lessor under the Lease shall be transferred by reason of the exercise of the power of sale contained in the Security Deed (if applicable), or by any foreclosure or other proceeding for enforcement of the Security Deed, or by deed in lieu of foreclosure or such other proceeding, or if Agent takes possession of the Property pursuant to any provisions of the Security Deed or the Assignment of Rents, the lessee thereunder shall be bound to the Purchaser or Agent, as the case may be, under all of the terms, covenants and conditions of the Lease for the balance of the term thereof and any extensions or renewals thereof which may be effected in accordance with any option therefor in the Lease, with the same force and effect as if the Purchaser or Agent were the

lessor under the Lease, and Tenant, as lessee under the Lease, does hereby attorn to the Purchaser and Agent if it takes possession of the Property, as its lessor under the Lease. Such attornment shall be effective and self-operative without the execution of any further instruments upon the succession by Purchaser to the interest of the lessor under the Lease or the taking of possession of the Property by Agent. Nevertheless, Tenant shall, from time to time, execute and deliver such instruments evidencing such attornment as Purchaser or Agent may require. The respective rights and obligations of Purchaser, Agent and of the lessee under the Lease upon such attornment, to the extent of the then remaining balance of the term of the Lease and any such extensions and renewals, shall be and are the same as now set forth in the Lease except as otherwise expressly provided in Paragraph 2 hereof.

Subordination. Tenant hereby subordinates all of its right, title and interest as lessee under the Lease to the right, title and interest of Agent under the Security Deed, and Tenant further agrees that the Lease now is and shall at all times continue to be subject and subordinate in each and every respect to the Security Deed and to any and all increases, renewals, modifications, extensions, substitutions, replacements and/or consolidations of the Security Deed.

Assignment of Rents. Tenant hereby acknowledges that all of Landlord's right, title and interest as lessor under the Lease is being duly assigned to Agent pursuant to the terms of the Security Deed and the Assignment of Rents, and that pursuant to the terms thereof all rental payments under the Lease shall continue to be paid to Landlord in accordance with the terms of the Lease unless and until Tenant is otherwise notified in writing by Agent that an Event of Default has occurred under the Security Deed or the Assignment of Rents. Upon receipt of any such written notice from Agent, Tenant covenants and agrees to make payment of all rental payments then due or to become due under the Lease directly to Agent or to Agent's agent designated in such notice and to continue to do so until otherwise notified in writing by Agent. Landlord hereby irrevocably directs and authorizes Tenant to make rental payments directly to Agent following receipt of such notice, and Landlord covenants and agrees that Tenant shall have the right to rely on such notice without any obligation to inquire as to whether any default exists under the Security Deed or the Assignment of Rents or the indebtedness secured thereby, and notwithstanding any notice or claim of Landlord to the contrary, and that Landlord shall have no right or claim against Tenant for or by reason of any rental payments made by Tenant to Agent following receipt of such notice. Tenant further acknowledges and agrees: (a) that under the provisions of the Security Deed and/or the Assignment of Rents, the Lease cannot be terminated (nor can Landlord accept any surrender of the Lease) or modified in any of its terms, or consent be given to the waiver or release of Tenant from the performance or observance of any obligation under the Lease, without the prior written consent of Agent, and without such consent no rent may be collected or accepted by Landlord more than one month in advance; and (b) that the interest of Landlord as lessor under the Lease has been assigned to Agent for the purposes specified in the Security Deed and the Assignment of Rents, and Agent assumes no duty, liability or obligation under the Lease, except only under the circumstances, terms and conditions specifically set forth in the Security Deed and/or the Assignment of Rents.

Notice of Default by Lessor. Tenant, as lessee under the Lease, hereby covenants and agrees to give Agent written notice properly specifying wherein the lessor under the Lease has

failed to perform any of the covenants or obligations of the lessor under the Lease, simultaneously with the giving of any notice of such default to the lessor under the provisions of the Lease. Tenant agrees that Agent shall have the right, but not the obligation, within thirty (30) days after receipt by Agent of such notice (or within such additional time as is reasonably required to correct any such default) to correct or remedy, or cause to be corrected or remedied, each such default before the lessee under the Lease may take any action under the Lease by reason of such default. Such notices to Agent shall be delivered in duplicate to:

Santander Bank, N.A.
28 State Street, 17th Floor
Boston, Massachusetts 02109
Attn: Mr. Peter A. Olivier

or to such other address as the Agent shall have designated to Tenant by giving written notice to Tenant at _____, Attention: _____, or to such other address as may be designated by written notice from Tenant to Agent.

No Further Subordination. Except as expressly provided to the contrary in Paragraph 4 hereof, Landlord and Tenant covenant and agree with Agent that there shall be no further subordination of the interest of lessee under the Lease to any lender or to any other party without first obtaining the prior written consent of Agent. Any attempt to effect a further subordination of lessee's interest under the Lease without first obtaining the prior written consent of Agent shall be null and void.

As to Landlord and Tenant. As between Landlord and Tenant, Landlord and Tenant covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Lease.

As to Landlord and Agent. As between Landlord and Agent, Landlord and Agent covenant and agree that nothing contained herein nor anything done pursuant to the provisions hereof shall be deemed or construed to modify the Security Deed or the Assignment of Rents.

Title of Paragraphs. The titles of the paragraphs of this agreement are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this agreement.

Governing Law. This agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.

Provisions Binding. The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Agent, Tenant and Landlord. The reference contained to successors and assigns

of Tenant is not intended to constitute and does not constitute a consent by Landlord or Agent to an assignment by Tenant, but has reference only to those instances in which the lessor under the Lease and Agent shall have given written consent to a particular assignment by Tenant thereunder.

[Signature Page Follows]

TENANT:

a, _____

By: _____

Name: _____

Title: _____

COMMONWEALTH/STATE OF)

COUNTY OF)

) ss:

And now, this ____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared _____ proved to me through satisfactory evidence of identification which were _____ to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purposes as the _____ of _____.

In witness whereof, I hereunder set my hand and official seal.

Date: _____

(official signature of Notary)

_____, Notary Public
(Notary's printed or typed name)

My commission expires: _____

(Official Seal)

LANDLORD:

HINES USVF NORTH BETHESDA PLACE LP,
a Delaware limited partnership

By: Hines USVF North Bethesda Place GP LLC, a Delaware limited liability company, its general partner

By: Hines U.S. Value Fund, L.P., a Delaware limited partnership, its sole member

By: Hines U.S. Value Fund LLC, a Delaware limited liability company, its general partner

By: Hines Investment Management Holdings Limited Partnership, a Texas limited partnership, its sole member

By: HIMH GP LLC, a Delaware limited liability company, its general partner

By: Hines Real Estate Holdings Limited Partnership, a Texas limited partnership, its sole member

By: JCH Investments, Inc., a Texas corporation, its general partner

By: _____
Charles K. Watters, Jr.
Senior Managing Director

STATE OF
COUNTY OF

)
) ss:
)

And now, this ____ day of _____, 2016, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification which were _____ to be the person whose name is signed on the preceding or attached document and acknowledged to me that he signed it voluntarily for its stated purposes as the _____ of _____.

In witness whereof, I hereunder set my hand and official seal.

Date: _____

(official signature of Notary)

_____, Notary Public
(Notary's printed or typed name)

My commission expires: _____

(Official Seal)

EXHIBIT D

LANDLORD'S CONSENT AND WAIVER

- Re: (1) Borrower: [], a _____ limited liability company with a business address
of { }
- (2) Premises: { }
- (3) Lease Date: { }
- (4) Recording Information (if applicable): Lease or Notice of Lease Recorded at:
-

RECITALS:

- A. The undersigned Landlord (the "Landlord") is the record owner and Landlord of the captioned premises (hereinafter called the "Premises") which are now or are to be occupied, in whole or in part, by the captioned Borrower (hereinafter called "Borrower") pursuant to the terms of the captioned Lease (hereinafter called the "Lease");
- B. To secure the payment of loans (the "Loans") made or to be made by _____ (the "Lender") to the Borrower, the Borrower has granted or will grant to the Lender security interests in all of its assets of the Borrower whether now owned or acquired hereafter, including inventory, machinery, equipment, furniture, fixtures and parts (which property, together with all additions, proceeds, products, accessions, attachments, replacements and substitutions thereto and products thereof and insurance thereon, is hereinafter called the "Collateral"); provided however, the Collateral shall not include any utility systems, including HVAC and electrical systems serving the Premises (including the Generator, as defined in the Third Amendment to Office Lease) or any fixtures at the Premises other than Tenant's trade fixtures.
- C. Certain portions of the Collateral is located on, or may hereafter be located on, the Premises, and is now or may hereafter become subject to the terms and conditions of a loan and security agreement now executed or to be hereafter executed by the Borrower (hereinafter called the "Security Agreement") granting the foregoing security interests to the Lender;
- D. As an inducement to make the Loans, the Lender has required the execution of this Consent and Waiver;

NOW THEREFORE, in consideration of the foregoing and of other good and valuable consideration Landlord hereby agrees as follows:

1. Landlord hereby waives each and every right which Landlord now has, or may hereafter have, by operation of law, or by virtue of any realty lease now in effect or hereafter executed by Landlord and the Borrower, to levy or distraint upon the Collateral for rent payments, in arrears, in advance or both, or to claim or assert title to, or any right or interest whatsoever in, the Collateral.
2. The Collateral (a) shall remain personal property notwithstanding the manner or mode of its attachment to, or installation on, the Premises, and (b) shall not become fixtures or part of the Premises.

3. The Landlord hereby further agrees:

- (a) Not to interfere with any enforcement by the Lender of the Lender's rights in and to the Collateral; provided Lender complies with the terms of this Landlord's Consent and Waiver
- (b) Upon written notice to the Landlord, which notice shall not be less than ten (10) days, to permit the Lender reasonable access to the Premises during the business hours of the building of which the Premises are a part (the "Building"), and from time to time, in order to exercise the Lender's rights under this Landlord's Consent and Waiver;
- (c) Upon written notice to the Landlord, which notice shall not be less than ten (10) days, to permit the Lender to remove the Collateral from the Premises, provided such removal is performed in accordance with Landlord's reasonable rules and regulations and provided further, the Lender shall promptly repair at the Lender's expense, any physical damage to the Premises actually caused by such removal;
- (d) Not to interfere with the Lender's disposal of the Collateral by sale (by public auction or otherwise) conducted on the Premises and reasonable access to the Premises for such purpose shall be granted to the Lender, its agents and invitees, upon written notice to the Landlord, which notice shall not be less than ten (10) days; provided any such sale or auction shall take place during the Building's business hours and shall not disturb the Landlord's or any other tenant's operations at the Building.
- (e) To provide the Lender with a copy of any notice of any breach or default of the Lease by Borrower as and when such notice is forwarded to the Borrower provided failure to do so shall in no way affect Landlord's rights and remedies under the Lease, be deemed a default thereunder or subject Landlord to any claim for damages or other liability under the Lease or hereunder;
- (f) Not to terminate the Lease except upon prior written notice to the Lender specifying (with reasonable particularity) the nature of the breach or default by the Borrower and furnishing the Lender with an opportunity to cure such breach or default. Landlord agrees to accept any cure by the Lender if such cure is made not more than ten (10) days after the Lender's receipt of such written notice of such breach or default, for monetary defaults, and not more thirty (30) days after the Lender's receipt of such written notice of such breach or default, for non-monetary defaults. Notwithstanding the provisions of this Paragraph, the Lender shall have no obligation to cure any such breach or default. The cure of any such breach or default by the Lender on any one occasion shall not obligate the Lender to cure any other breach or default or to cure such default on any other occasion. Notwithstanding anything to the contrary contained herein, (i) to the extent the Lease is terminated by Landlord, the Lender shall within thirty (30) days following receipt of such notice from Landlord either remove or cause Borrower to remove all of the Collateral in accordance with this Agreement and to repair any damage to the Premises caused by such removal or (ii) to the extent the Lender continues to hold a lien on the Collateral and the Collateral has not been removed prior to the expiration date of the Term of the Lease, Lender shall within ten (10) days after such expiration date remove or cause Borrower to remove all of the Collateral in accordance with this Agreement and to repair any damage to the Premises caused by such removal. In the event the Lender fails to timely have the Collateral removed and repairs made, then the security interest of the Lender in the Collateral so remaining shall automatically terminate, the Lender shall have no further rights with respect to the Collateral but shall remain responsible for the costs and expenses for the removal of the Collateral from the Premises.

4. The Lender shall not be liable to the Landlord for the payment or performance of any of the Borrower's obligations to the Landlord under the Lease, other than (i) the obligation to make any repairs required to the Premises in connection with any entry into the Premises and removal of the Collateral and (ii) to pay the costs as described in paragraph 7 below.

5. The Lender may, without affecting the validity of this Landlord's Consent and Waiver, extend the times of payment of any of Borrower's indebtedness to the Lender, increase or decrease the amount thereof, or waive the observance or performance by Borrower of any of the terms, conditions, and covenants of the Security Agreement, without the consent of Landlord and without giving notice thereof to Landlord.
6. This Landlord's Consent and Waiver shall inure to the benefit of and shall be binding upon the successors and assigns of the Lender, and shall inure to the benefit of and shall be binding upon the successors and assigns of Landlord. In the event that the Lender assigns or transfers its rights under this Consent and Waiver, the assignee shall thereupon succeed to and become vested with all rights, powers, privileges and duties of the Lender hereunder and the Lender shall thereupon be discharged and relieved from its duties and obligations hereunder. In the event that the Landlord sells or transfers the Premises, the purchaser shall thereupon succeed to and become vested with all rights, powers, privileges and duties of the Landlord hereunder and the Landlord shall thereupon be discharged and relieved from its duties and obligations hereunder.
7. Notwithstanding anything to the contrary contained herein, in the event that the Lender enters the Premises for the purposes of removal or sale of any or all of the Collateral as permitted hereunder, the Lender shall at its sole cost and expense have all Collateral removed from the Premises and all repairs made to the Premises within thirty (30) days from the day the Lender first entered the Premises. In addition, for each day of access by Lender or its agents, Lender shall pay to Landlord an amount equal to the then per diem rate of all base rent and all other amounts in the nature of taxes, insurance, maintenance charges or other sums and additional rent payable by the Borrower under the Lease.
8. The parties' addresses for notice and all purposes herein shall be as follows:

Landlord's Address:

c/o Hines GS Properties, Inc.,
800 Tenth Street, N.W., Suite 600,
Washington, D.C. 20001
(Attention: Charles K. Watters, Jr.)

With copy to

Hines USVF North Bethesda Place LP
c/o Hines Interests Limited Partnership
2800 Post Oak Boulevard
Houston, Texas 77056-6118
Attention: Corporate Counsel

Lender's Address:

Borrower's Address:

IN WITNESS WHEREOF, the parties have caused this Landlord's Consent and Waiver to be duly executed this ___ day of ___, 201__.

LANDLORD:

HINES USVF NORTH BETHESDA PLACE LP,

a Delaware limited partnership

By: Hines USVF North Bethesda Place GP LLC, a Delaware limited liability company, its general partner

By: Hines U.S. Value Fund, L.P., a Delaware limited partnership, its sole member

By: Hines U.S. Value Fund LLC, a Delaware limited liability company, its general partner

By: Hines Investment Management Holdings Limited Partnership, a Texas limited partnership, its sole member

By: HIMH GP LLC, a Delaware limited liability company, its general partner

By: Hines Real Estate Holdings Limited Partnership, a Texas limited partnership, its sole member

By: JCH Investments, Inc., a Texas corporation, its general partner

By: _____
Charles K. Watters, Jr.
Senior Managing Director

BORROWER:

Maryland Surgery Center for Women, LLC

a Maryland limited liability company

By: _____

Name: _____

Title: _____

LENDER:

()

By: _____

Name: _____

Title: _____

STATE OF _____

_____ SS.

On this day of __, 201 __, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of ().

Notary Public

My Commission Expires:

STATE OF _____

_____ SS.

On this day of __, 201 __, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of _____.

Notary Public

My Commission Expires:

STATE OF _____

_____ SS.

On this day of __, 201 __, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which was a _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose as _____ of ().

Notary Public

My Commission Expires:

FOURTH AMENDMENT TO OFFICE LEASE

THIS FOURTH AMENDMENT TO OFFICE LEASE (this "Fourth Amendment"), is made effective as of July 1, 2017 ("Effective Date") by and between **HINES USVF NORTH BETHESDA PLACE LP**, a Delaware limited partnership ("Landlord") and **MARYLAND SURGERY CENTER FOR WOMEN, LLC**, a Tennessee limited liability company (formerly a Maryland limited liability company) ("Tenant").

RECITALS:

A. Landlord's predecessor, Rockwall I and II L.L.C. and Tenant (under its former name "Capital Women's Care Specialty Center LLC) entered into that certain Office Lease dated December 18, 2000 (the "2000 Lease"), as amended by the First Amendment to Lease, dated August 3, 2001 (the "First Amendment"), the Second Amendment to Lease dated September 15, 2009 (the "Second Amendment"), and the Third Amendment to Office Lease, dated September 26, 2016 (the "Third Amendment" and along with the Second Amendment, the First Amendment and the 2000 Lease, collectively the "Original Lease") for the use and occupancy of certain premises in the building located at 11400 Rockville Pike, North Bethesda, Maryland (the "Building"), all as more particularly described in the Third Amendment (the "Original Premises").

B. The Third Amendment set forth the Additional Premises to be added to the Premises under the 2000 Lease.

C. Tenant desires to increase the square footage of the Additional Premises to include an additional 414 square feet of Rentable Area thereby increasing the Rentable Area of the Additional Premises to 3,761 square feet, as more particularly set forth on Exhibit A-1 attached hereto and incorporated herein.

D. The parties desire to amend the Original Lease to amend the amount of the square footage of the Additional Premises, modify the Annual Base Rent payable, and make certain other changes as set forth more fully below.

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord and Tenant, intending legally to be bound, hereby agree as follows:

1. **Recitals: Incorporation of Terms: Definitions.** The foregoing recitals and the terms and provisions of the Original Lease are incorporated herein by reference and are made a substantive part of this Fourth Amendment. Capitalized terms not defined herein shall have the meanings ascribed to such terms in the Original Lease. The Original Lease, as modified by this Fourth Amendment, is referred to herein as the "Lease".

2. **Additional Premises.** The square footage of the Additional Premises is hereby increased to include an additional 414 square feet of Rentable Area (the "Additional Square Footage"). The Additional Premises with the Additional Square Footage is as shown on Exhibit A-1 attached hereto. The Rentable Area of the Premises is hereby stipulated for all purposes of the Lease to be 8,796 square feet.

3. **Delivery of the Additional Square Footage.**

Landlord shall deliver the premises containing the Additional Square Footage to Tenant and Tenant shall accept such premises on the Effective Date in its "as is" condition, provided such premises shall be broom clean with all furnishings, equipment and other personal property removed therefrom.

4. **Annual Base Rent.** Section 5(b) of the Third Amendment is deleted in its entirety and the following inserted in lieu thereof:

"On July 1, 2017, the agreed to Additional Premises Commencement Date, the Annual Base Rent for the Premises shall be equal to 8,796 square feet of Rentable Area multiplied by Twenty-Four and 95/100 Dollars (\$24.95). On the first anniversary of the Additional Premises Commencement Date, the Annual Base Rent then in effect shall equal the product of 8,796 square feet of Rentable Area multiplied by Twenty-Six and 52/100 Dollars (\$26.52). On the second anniversary of the Additional Premises Commencement Date and on each such anniversary date thereafter, the Annual Base Rent then in effect shall be increased by Two and Three Quarters Percent (2.75%). The term Lease Year shall mean each successive twelve (12) month period beginning on the Additional Premises Commencement Date."

5. **Abatement of Rent.** Section 6 of the Third Amendment is deleted in its entirety and the following inserted in lieu thereof:

"Provided Tenant is not in default under the Lease after the giving of written notice and the expiration of any applicable cure period, (i) the monthly installments of the Annual Base Rent due for the first ten (10) months after the Additional Premises Commencement Date shall be abated (the "Abated Rent") and (ii) Tenant shall receive an additional abatement (the "Additional Abatement") equal to One Thousand Ninety Eight and 06/100 Dollars (\$1,098.06) per month for the eleventh (11th) and twelfth (12th) month after the Additional Premises Commencement Date. In the event Tenant commits a default under the Lease beyond any applicable notice and cure period, the Abated Rent and the Additional Abatement coming due thereafter shall be cancelled; provided however, in the event Tenant later cures any such default (even after the applicable notice and cure period has expired), any Abated Rent or Additional Rent which was scheduled to occur after the Tenant's cure shall be reinstated."

6. **Tenant's Proportionate Share.** Section 7 of the Third Amendment shall be deleted in its entirety and the following inserted in lieu thereof:

"Commencing on the Additional Premises Commencement Date, Section 2.19 of the 2000 Lease is deleted in its entirety and the following inserted in lieu thereof:

"TENANT'S PROPORTIONATE SHARE: 5.502%."

7. **Notices.** "Tenant's Mailing Address" set forth in Section 5 of the Second Amendment shall be deleted in its entirety and the following inserted in lieu thereof:

"TENANT'S MAILING ADDRESS:

% Envision Corporation
1A Burton Hills Boulevard
Nashville, TN 37215
Attn: Claire Gulmi"

8. **Insurance.** Section 15.4 of the 2000 Lease shall be deleted in its entirety and the following inserted in lieu thereof:

"Any deductible or self-insured retention in excess of \$10,000 per occurrence must be declared to and approved by Landlord. At the option of Landlord, either the insurer shall reduce or eliminate such deductible or self-insured retention or Tenant shall provide separate insurance conforming to this requirement."

9. **Patient Privacy.** Notwithstanding any of Landlord's rights to enter the Premises pursuant to the terms of this Lease, Landlord shall not cause Tenant to violate any laws, regulations or ordinances intended to protect the rights and privacy of Tenant's patients, including those relating to any and all patient records, which at any time, Tenant shall be able to secure in locked storage units or remove from the Premises. Landlord shall not be responsible to or indemnify Tenant for any violation of any government law or regulation relating to personal health information, except in the event of Landlord's gross negligence or willful misconduct.

10. **Landlord's Consent to Transaction.** Pursuant to Section 18 of the Third Amendment, Landlord hereby acknowledges and consents to Tenant's assignment of the Lease in connection with the sale of by the members of Tenant of an aggregate 60% of the membership interests in Tenant to AmSurg Holdings, Inc., a Delaware corporation, effective as of the Effective Date.

11. **SNDA; Consent of Lenders.** Landlord has provided to Tenant a subordination, non-disturbance and attornment agreement (SNDA), executed by Landlord's lender(s) and (b) Landlord has obtained the consent of such lender to the provisions set forth in this Fourth Amendment, to the extent such consent is required.

12. **Integration.** The parties hereby ratify and confirm all of the terms and provisions of the Original Lease, as modified herein. In the event of a conflict between the terms of this Fourth Amendment and the terms of the Original Lease, the terms of this Fourth Amendment shall govern the rights and obligations of the parties hereto.

13. **Binding Effect.** This Fourth Amendment shall be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal and personal representatives.

14. **Governing Law.** This Fourth Amendment shall be governed and construed in accordance with the internal laws of the State of Maryland.

15. **No Default.** Tenant and Landlord each represents and agrees that the Lease is in full force and effect and neither Landlord nor Tenant is in default of its obligations under the Lease.

16. **Counterparts.** This Amendment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the parties hereto have made and entered into this Fourth Amendment to Office Lease as of the date and year first stated above.

LANDLORD:

HINES USVF NORTH BETHESDA PLACE LP,
a Delaware limited partnership

By: Hines USVF North Bethesda Place GP LLC, a Delaware limited liability company, its general partner

By: Hines U.S. Value Fund, L.P., a Delaware limited partnership, its sole member

By: Hines U.S. Value Fund LLC, a Delaware limited liability company, its general partner

By: Hines Investment Management Holdings Limited Partnership, a Texas limited partnership, its sole member

By: HIMH GP LLC, a Delaware limited liability company, its general partner

By: Hines Real Estate Holdings Limited Partnership, a Texas limited partnership, its sole member

By: JCH Investments, Inc., a Texas corporation, its general partner

By:  [SEAL]

Scott T Martinson,
Managing Director

TENANT:

Maryland Surgery Center for Women, LLC
a Tennessee limited liability company

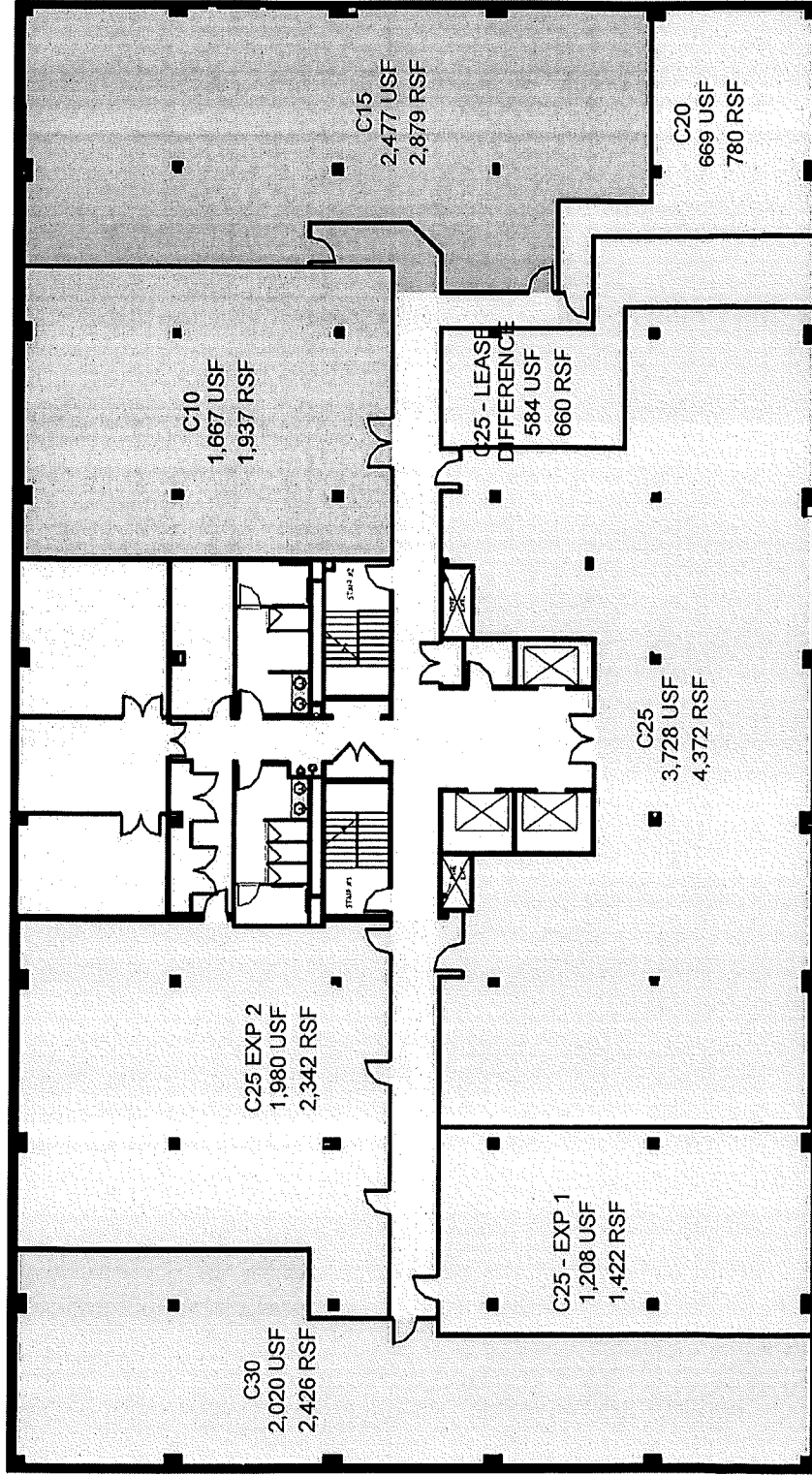
By:  [SEAL]

Name: Phillip Clendenin

Title: President

EXHIBIT A-1
Additional Premises

Exhibit A-1



SCALE: 3/64" = 1'-0"

NORTH BETHESDA PLACE I
Concourse Level - Lease Exhibit

06.14.17

Hines

DBI

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE ("Second Amendment") is made this 5th day of September 2009, by and between ROCKWALL I AND II, L.L.C., a Delaware limited liability company ("Landlord"), and CAPITAL SPECIALTY CENTER, LLC, a Maryland limited liability company ("Tenant"), formerly known as Capital Women's Care Specialty Center, LLC.

W I T N E S S E T H:

WHEREAS, by that certain Lease and Addendum to Lease dated December 18, 2000 (collectively, the "Original Lease"), Landlord leased to Tenant, and Tenant leased from Landlord certain space (the "Original Premises") in the building located at 11400 Rockville Pike, Rockville, Maryland (the "Building");

WHEREAS; by that certain First Amendment to Lease dated August 3, 2001 (the "First Amendment"), Landlord and Tenant relocated the Original Premises such that the Premises comprises 4,326 rentable square feet of area known as Suite C25 (the "Premises"), and Landlord and Tenant otherwise modified the terms and conditions of the Original Lease, as more specifically set forth therein;

WHEREAS, the Original Lease and the First Amendment are hereinafter collectively referred to as the "Lease";

WHEREAS, the Term of the Lease is scheduled to expire on September 30, 2011; and

WHEREAS, Landlord and Tenant desire to extend the Term of the Lease, upon the terms and conditions set forth in this Second Amendment, to revise and modify the Lease accordingly, and to otherwise modify the terms and conditions of the Lease, as more particularly set forth herein.

NOW, THEREFORE, in consideration of the above and the mutual covenants and agreements of the parties hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties hereto, it is mutually agreed to as follows:

1. Capitalized terms used herein and not otherwise defined shall have the same meanings as those ascribed to them in the Lease.
2. The Term of the Lease is hereby extended for a period of five (5) years (such period being hereinafter referred to as the

"Extension Period"), which Extension Period shall commence on October 1, 2011 (the "Extension Period Commencement Date"), and which Extension Period and the term of the Lease shall expire at 11:59 p.m. on September 30, 2016, unless earlier terminated pursuant to the provisions of the Lease, as modified by the provisions of this Second Amendment, or pursuant to law.

3. Sections 2.2 and 2.10 of the Lease are hereby amended by adding the following language to the end of each respective Section:

"Notwithstanding the above, commencing on the Extension Period Commencement Date, and continuing on the first (1st) day of each calendar month during the Extension Period, Tenant covenants and agrees to pay to Landlord Annual Base Rent in advance, without setoff, deduction or demand in the amounts set forth on the following schedule (the 'Extension Period Annual Base Rent'):

<u>Time Period</u>	<u>Extension Period Annual Base Rent Per Square Foot Per Annum</u>	<u>Extension Period Annual Base Rent</u>	<u>Monthly Installments of Base Rent</u>
10/1/11 - 9/30/12	\$21.45	\$92,792.70	\$7,732.73
10/1/12 - 9/30/13	\$22.09	\$95,561.34	\$7,963.45
10/1/13 - 9/30/14	\$22.75	\$98,416.50	\$8,201.38
10/1/14 - 9/30/15	\$23.43	\$101,358.01	\$8,446.52
10/1/15 - 9/30/16	\$24.13	\$104,386.38	\$8,698.87

The Extension Period Annual Base Rent shall be payable at the same times and in the same manner as set forth herein for the payment of Annual Base Rent."

4. Tenant's obligation to pay Tenant's Proportionate Share of increases in Direct Costs pursuant to the terms of the Lease shall continue through the Extension Period.

5. Section 2.8 of the Lease is hereby amended as of the date of this Second Amendment by deleting therefrom all of the language

contained therein and by inserting the following language in lieu thereof:

"LANDLORD'S ADDRESS FOR NOTICE:

JBG/Commercial Management, L.L.C.
4445 Willard Avenue
Suite 400
Chevy Chase, Maryland 20815
Attention: Asset Manager - Ms. Judy T. Carter

and

Abraham J. Greenstein, Esq.
Greenstein DeLorme & Luchs, P.C.
1620 L Street, N.W.
Suite 900
Washington, D.C. 20036-5605

RENT PAYMENT ADDRESS:

Rockwall I and II L.L.C.
c/o LaSalle Bank National Association
135 South LaSalle Street
Suite 1625
Chicago, Illinois 60603
Attention: Brian Graney

TENANT'S MAILING ADDRESS:

Capital Specialty Care, LLC
11400 Rockville Pike
Suite C25
Rockville, Maryland 20852".

6. Tenant acknowledges that it is currently in occupancy of the Premises and Tenant accepts the Premises in its "as-is" condition as of the Extension Period Commencement Date. Landlord shall have no obligation to make any improvements or alterations to the Premises.

7. Landlord and Tenant agree and acknowledge that Section 39 of the Lease and Section 40 of the Lease are hereby deleted in their respective entirety and are of no further force or effect.

8. Landlord and Tenant represent and warrant to each other that the person signing this Second Amendment on its behalf has the requisite authority and power to execute this Second Amendment and to thereby bind the party on whose behalf it is being signed.

9. Landlord and Tenant represent and warrant to each other that neither of them has employed any broker in procuring or carrying on any negotiations relating to the Extension Period or this Second Amendment. Landlord and Tenant shall indemnify and hold each other harmless from any loss, claim or damage relating to the breach of the foregoing representation and warranty.

10. Except as expressly modified herein, all terms, conditions and provisions of the Lease shall remain in full force and effect. In the event of any conflict between the terms and conditions of the Lease and the terms and conditions of this Second Amendment, the terms and conditions of this Second Amendment shall govern and control.

[Signatures appear on the following page.]

IN WITNESS WHEREOF, Landlord and Tenant have executed this Second Amendment to Lease as of the day and year first hereinabove written.

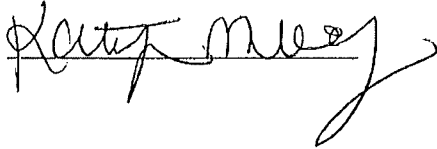
WITNESS:

LANDLORD

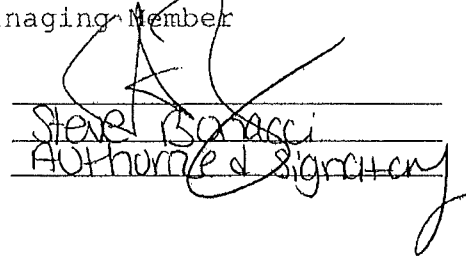
ROCKWALL I AND II L.L.C.,
a Delaware limited liability company

By: JBG/Company Manager II, L.L.C.,
a Delaware limited liability company,
Its Managing Member

By:



By:



Name:

Steve Soracsi

Title:

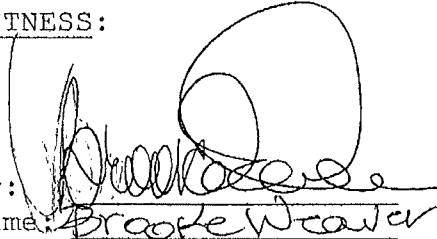
Authorized Signatory

WITNESS:

TENANT

CAPITAL SPECIALTY CENTER, LLC, a
Maryland limited liability company

By:



By:



Name:

Brooke Weaver

Name:

Craig Dickman

Its:

President

and between Rockwall I and II, LLC ("Landlord") and Capital Women's Care Specialty Center, LLC, a Maryland limited liability company ("Tenant").

RECITALS

This First Amendment is made with reference to the following facts and objectives:

A. By Lease and Addendum to Lease dated December 18, 2000 (collectively, the "Lease"), Tenant leased from Landlord the premises described in Sections I. and 2.13. of the Lease, which consists of approximately 4,673 rentable square feet of space, commonly referred to as Suite C25 (the "Premises") in that certain Building located at 11400 Rockville Pike, which is a part of the project known as Rockwall I, City of Rockville, State of Maryland.

B. Landlord and Tenant desire to revise the Commencement Date and Expiration Date of the Lease, to relocate the Premises, and to otherwise modify and amend the terms and conditions of the Lease.

NOW, THEREFORE, Landlord and Tenant hereby agree as follows:

1. Section 2.4. of the Lease is hereby modified and amended to set forth the Commencement Date as September 1, 2001.
2. Section 2.6. of the Lease is hereby modified and amended to set forth the Expiration Date as September 30, 2011.
3. Sections 2.2. and 2.10. of the Lease are hereby modified and amended to set forth Monthly Installments of Base Rent as follows:

September 1, 2001 through August 31, 2002	\$5,587.75
September 1, 2002 through August 31, 2003	\$5,755.38
September 1, 2003 through August 31, 2004	\$5,928.04
September 1, 2004 through August 31, 2005	\$6,105.89
September 1, 2005 through August 31, 2006	\$6,289.06
September 1, 2006 through August 31, 2007	\$6,477.73
September 1, 2007 through August 31, 2008	\$6,672.07
September 1, 2008 through August 31, 2009	\$6,872.23
September 1, 2009 through August 31, 2010	\$7,078.39
September 1, 2010 through August 31, 2011	\$7,290.75
September 1, 2011 through September 30, 2011	\$7,509.47

4. Section 2.13. of the Lease is hereby modified and amended to set forth that Tenant's Premises shall be revised to consist of approximately 4,326 Rentable square feet of

5. Section 2.19. of the Lease is hereby modified and amended to set forth Tenant's Proportionate Share shall be as 2.72%.

6. Landlord and Tenant hereby acknowledge that the relocation of Tenant's Premises is occurring and agree to revise Tenant's Commencement Date as set forth herein, Tenant has agreed to (ii) relocate its Premises as set forth herein, and (ii) pay for any new drawings and re-engineering necessary in Landlord's opinion for Tenant's new Premises.

7. All other terms and conditions of the Lease shall remain in full force and effect.

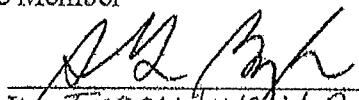
This First Amendment modifies and amends the Lease. To the extent there are any inconsistencies between this First Amendment and the Lease, the terms and provisions of this First Amendment shall control.

IN WITNESS WHEREOF, Landlord and Tenant have executed this First Amendment to Lease as of the date first above written.

LANDLORD:

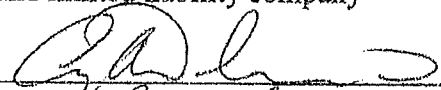
ROCKWALL I AND II LLC,
a Delaware limited liability company

By: Glenborough Properties, L.P.,
a California limited partnership
Its Sole Member

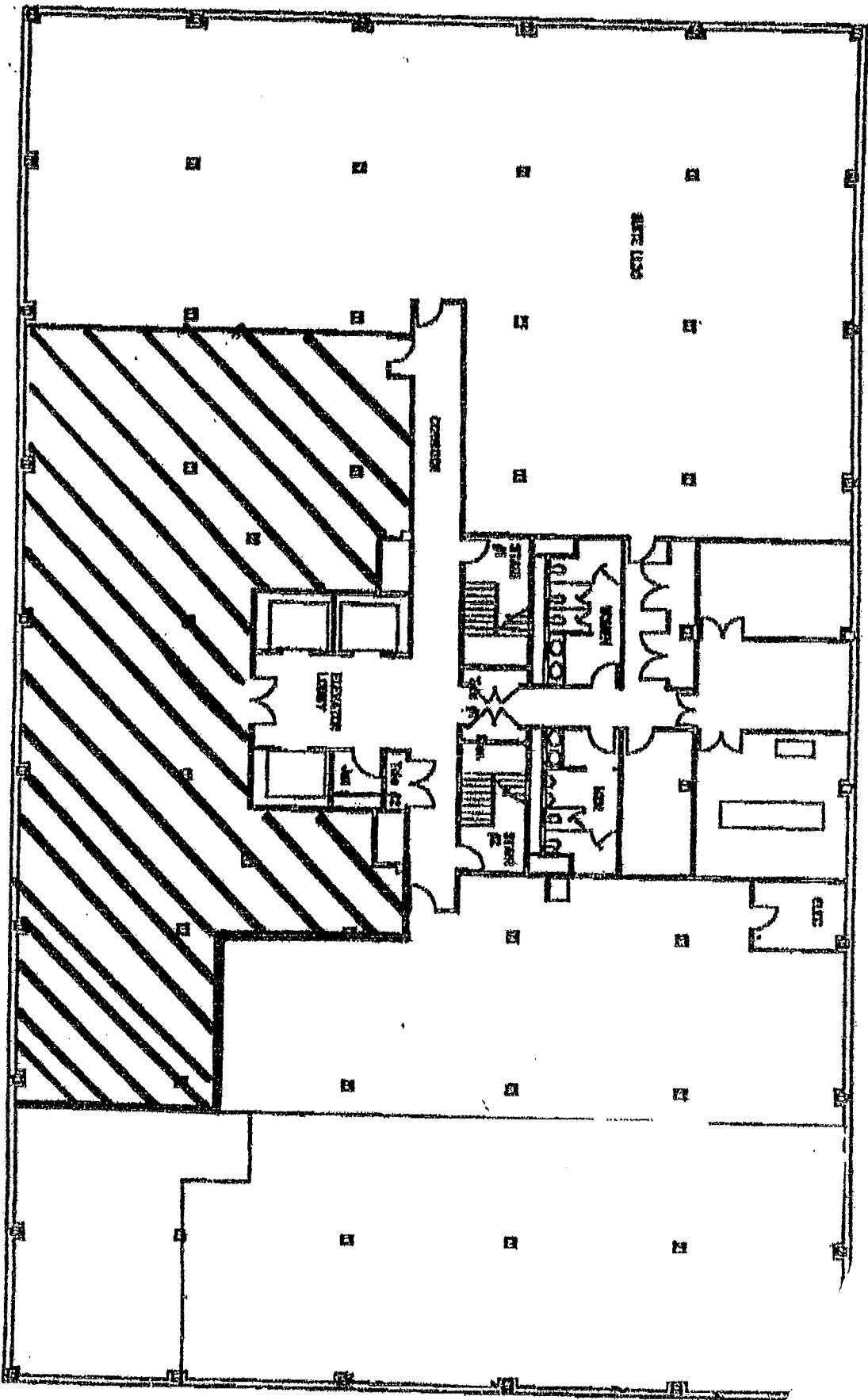
By: 
Its EXECUTIVE V.P.

TENANT:

CAPITAL WOMEN'S CARE SPECIALTY CENTER, LLC,
a Maryland limited liability company

By: 
Its President

By: _____
Its _____



LOWER LEVEL / CAP. WOMEN CARE

SCALE: 1/8" = 1'-0"

ROCKWALL 1
11400 ROCKVILLE PIKE
ROCKVILLE, MD 20852



ROCKWALL I & II L.L.C.

MANAGED BY
 GLANBROOK HEALTH TRUST INC
 301-918-0227

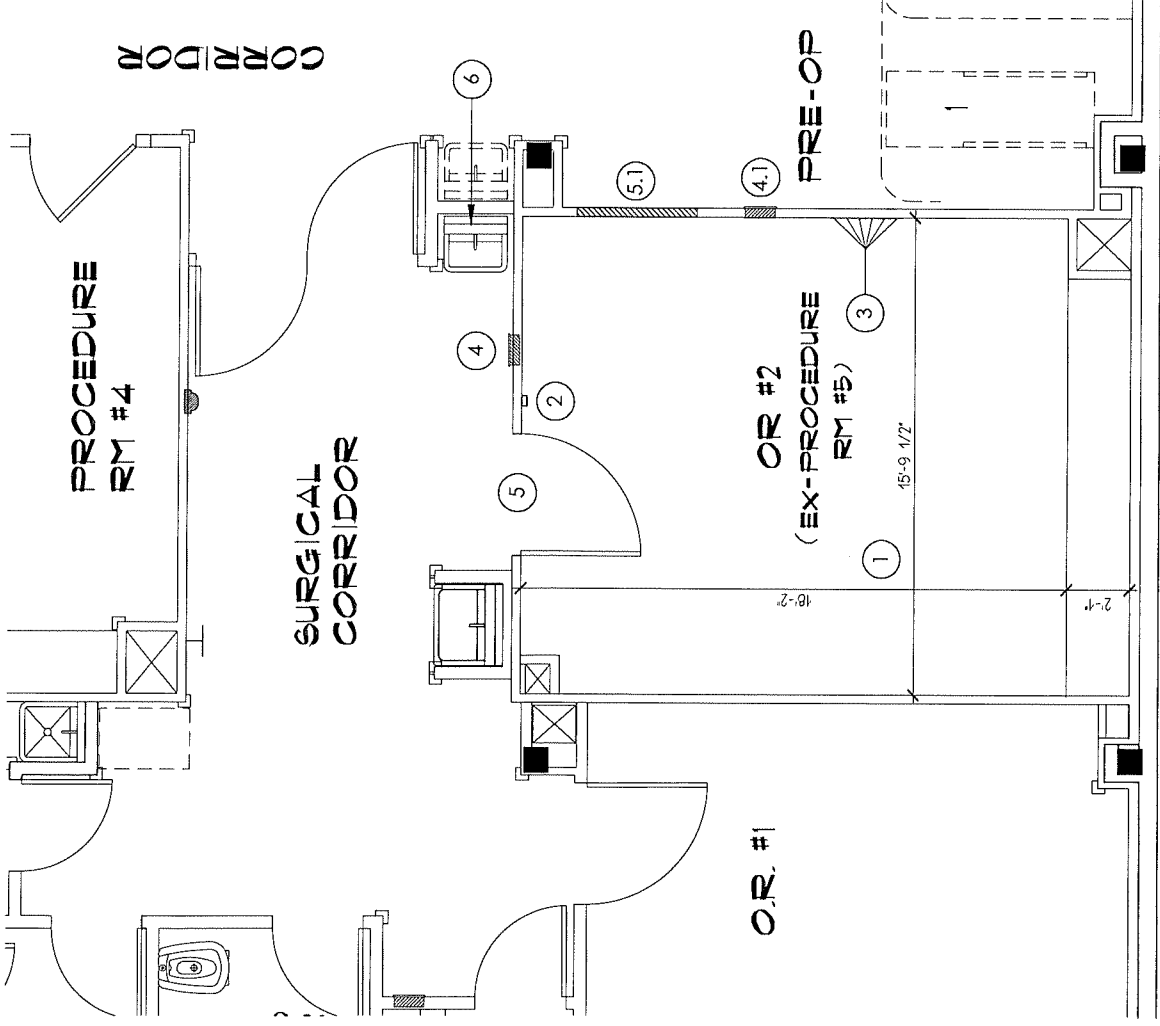
STUART P WHITE AIA
 ARCHITECTURE 1441 KING STREET
 BIRCH PLANNING ANNAPOLIS, VA 20704
 703-684-8774 703-684-8275 FAX

ATTACHMENT 2

Richard T. Hardaway
Architect

47 River Street, Suite 200
Wellesley, Massachusetts
02461

781-235-5330
FAX 781-235-5329



KEYED NOTES:

1. MINIMUM CLEAR FLOOR AREA = 250 SF; PROVIDED: 285 SF. MINIMUM CLEAR DIMENSION = 9'-0"; PROVIDED: 45'-9 1/2' COMPLES WITH 2014 FGI 37-33 OPERATING ROOMS
2. RELOCATED EMERGENCY STAFF ASSISTANCE STATION. COMPLES WITH 2014 FGI 37-33 (TABLE 31-2)
3. MEDICAL GAS OUTLETS UPGRADED TO INCLUDE: (1) O₂; (1) VACUO; (1) HVAC; (MEDICAL AIR IS PROVIDED IN BOTTLES); COMPLES WITH 2014 FGI 37-33.5 (TABLE 31-3)
4. NEW MED GAS ZONE VALVE BOX TIED INTO RECENTLY INSTALLED MED GAS ALARMY PANEL AT NURSE STATION
- 4.1. EXISTING MED GAS ZONE VALVE BOX TO BE REMOVED
5. RELOCATED (1) OR DOOR; (6.1) EXISTING DOOR LOCATION TO BE FILLED-IN WITH DRYWALL AND FINISHES TO MATCH EXISTING.
6. SCRUB SINK RELOCATED FROM UN-RESTRICTED CORRIDOR.

FINISH NOTES:

7. FLOORING: SCRUBBABLE; ABLE TO WITHSTAND CHEMICAL CLEANING & MONOLITHIC WITH AN INTEGRAL COVE BASE RECENTLY INSTALLED FLOORING COMPLES WITH 2014 FGI 37-72.2 (1) OPERATING ROOMS
8. WALLS: SCRUBBABLE ABLE TO WITHSTAND CHEMICAL CLEANING & MONOLITHIC. RECENTLY PAINTED WALLS COMPLY WITH 2014 FGI 37-72.2.3 (1) OPERATING ROOMS
9. CEILINGS: MONOLITHIC, SCRUBBABLE & CAPABLE OF WITHSTANDING CHEMICALS. NO CRACKS OR PERFORATIONS. ALL ACCESS PANELS GASKETED. EXISTING CEILING COMPLES WITH 2014 FGI 37-72.2.4 (1) (A) & (B).

HVAC NOTES:

10. VENTILATION WILL COMPLY WITH 2014 FGI 37-62 HVAC IN ACCORDANCE WITH ANSI/ASHRAE 170, TABLE 7.2
11. PROVIDE APPROX. 44 SF OF GROUP 1 NON-ASPIRATING TYPE AIR DIFFUSERS REPOSITIONED AS NECESSARY TO PROVIDE PROPER AIR FLOW OVER THE PATIENT AND SURGICAL TEAM.

ELECTRIC NOTES:

12. RELOCATE EXISTING GENERAL LIGHTING & SPECIAL LIGHTING & SURGICAL TABLE TO COMPLY WITH 37-63.4.3. PROVIDE BATTERY BACK-UP FOR (1) LIGHT FIXTURES.
13. EXISTING ROOM HAS (24) ELECTRIC RECEPTACLES. ADD (2) RECEPTACLES FOR A TOTAL OF 36 TO COMPLY WITH 2016 NFPA 99 6.3.2.2.6.2 (C) & 2014 NFPA 70 517.19 (C) (1).

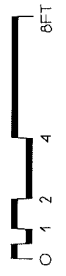
Seal & Signature:

Project Name:
MARYLAND SURGERY
CENTER FOR WOMEN
11400 Rockville Pike
ROCKVILLE, MD

No.	Date	Description

Project No.: 16-16
Date: 9/18/18
Scale: 1/4"=1'-0"
Drawn by: LG
Drawing Title:
PROPOSED OR #2
FLOOR PLAN

Drawing No.:
A-2



Richard T. Hardway Architect

47 River Street, Suite 200
Wellesley, Massachusetts
02481

TEL: 781-235-6300
FAX: 781-235-6309

DRAWING LEGEND

- THE EXISTING/PROPOSED CURBLET
- 1/8" BATHROOM
- 2 1/8" BATHROOM
- JOIST, MAPPER 2 1/8" BATHROOM
- EXISTING WALL
- NON-FINISH FLOOR AREA



PROJECT
NORTH

Seal & Signature:

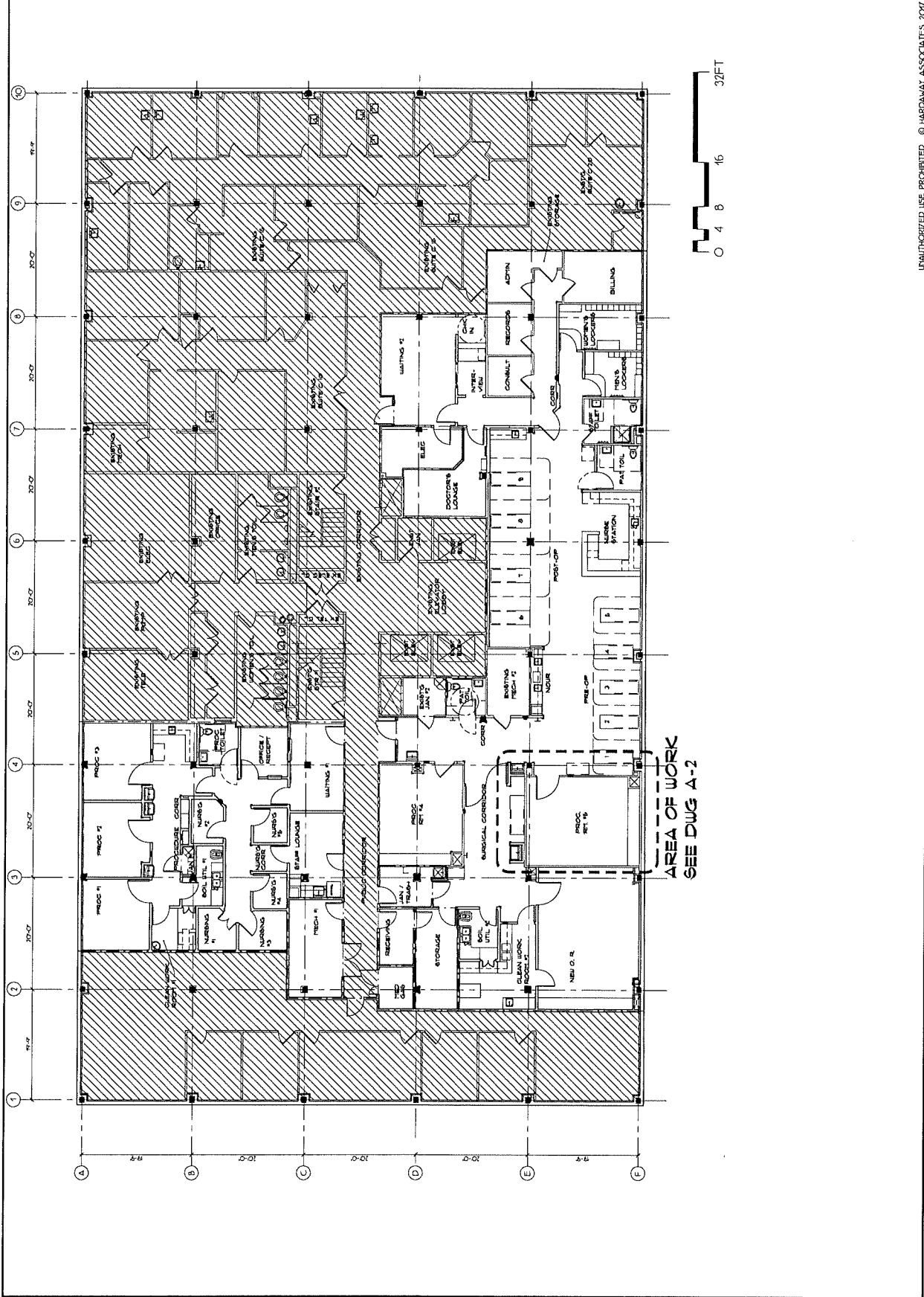
Project Name:
MARYLAND SURGERY
CENTER FOR WOMEN
11400 ROCKVILLE PIKE
ROCKVILLE, MD

No. Date Description

Project No.: 16.16
Date: 9/18/18
Scale: AS NOTED
Drawn by: LG

Drawing Title:
EXISTING
FLOOR PLAN
Drawing No.:

A-1



ATTACHMENT 3

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.

	NEW CONSTRUCTION	RENOVATION
BASE BUILDING CHARACTERISTICS	Check if applicable	
Class of Construction (for renovations the class of the building being renovated)*		
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 type="checkbox"/>
Excellent	<input type="checkbox"/>	<input checked="" 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		611
First Floor		
Second Floor		
Third Floor		
Fourth Floor		
Average Square Feet		611
Perimeter in Linear Feet	Linear Feet	
Basement		76
First Floor		
Second Floor		
Third Floor		
Fourth Floor		
Total Linear Feet		76
Average Linear Feet		
Wall Height (floor to eaves)	Feet	
Basement		10
First Floor		
Second Floor		
Third Floor		
Fourth Floor		
Average Wall Height		10
OTHER COMPONENTS		
Elevators	List Number	
Passenger		n/a
Freight		n/a
Sprinklers	Square Feet Covered	
Wet System		
Dry System		
Other	Describe Type	
Type of HVAC System for proposed project	Existing	
Type of Exterior Walls for proposed project	n/a	

TABLE D. ONSITE AND OFFSITE COSTS INCLUDED AND EXCLUDED IN MARSHALL VALUATION COSTS

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

	NEW CONSTRUCTION COSTS	RENOVATION COSTS
SITE PREPARATION COSTS		
Normal Site Preparation		n/a
Utilities from Structure to Lot Line		
Subtotal included in Marshall Valuation Costs		n/a
Site Demolition Costs		
Storm Drains		
Rough Grading		
Hillside Foundation		
Paving		
Exterior Signs		
Landscaping		
Walls		
Yard Lighting		
Other (Specify/add rows if needed)		
Subtotal On-Site excluded from Marshall Valuation Costs		n/a
OFFSITE COSTS		
Roads		
Utilities		
Jurisdictional Hook-up Fees		
Other (Specify/add rows if needed)		
Subtotal Off-Site excluded from Marshall Valuation Costs		n/a
TOTAL Estimated On-Site and Off-Site Costs <u>not</u> included in Marshall Valuation Costs	\$0	n/a
TOTAL Site and Off-Site Costs included and excluded from Marshall Valuation Service*	\$0	n/a

*The combined total site and offsite cost included and excluded from Marshall Valuation Service should typically equal the estimated site preparation cost reported in Application Part II, Project Budget (see Table E. Project Budget). If these numbers are not equal, please reconcile the numbers in an explanation in an attachment to the application.

ATTACHMENT 4

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.

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.d as a use of funds and on line B.8 as a source of funds

	Hospital Building	Other Structure	Total
A. USE OF FUNDS			
1. CAPITAL COSTS			
a. 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
b. Renovations			
(1) Building			\$66,711
(2) Fixed Equipment (not included in construction)			\$0
(3) Architect/Engineering Fees			\$33,000
(4) Permits (Building, Utilities, Etc.)			\$7,500
SUBTOTAL	\$0	\$0	\$107,211
c. Other Capital Costs			
(1) Movable Equipment			\$43,900
(2) Contingency Allowance			\$0
(3) Gross interest during construction period			\$0
(4) Other (Attorney Fees)			\$25,000
SUBTOTAL	\$0	\$0	\$68,900
TOTAL CURRENT CAPITAL COSTS	\$0	\$0	\$176,111
d. Land Purchase			
e. Inflation Allowance			\$7,044
TOTAL CAPITAL COSTS	\$0	\$0	\$183,155
2. Financing Cost and Other Cash Requirements			
a. Loan Placement Fees			\$0
b. Bond Discount			\$0
c. CON Application Assistance			
c1. Legal Fees			\$0
c2. Other (Specify/add rows if needed)			
d. Non-CON Consulting Fees			
d1. Legal Fees			\$0
d2. Other (Specify/add rows if needed)			\$0
e. Debt Service Reserve Fund			\$0
f. Other (Specify/add rows if needed)			\$0
SUBTOTAL	\$0	\$0	\$0
3. Working Capital Startup Costs			\$0
TOTAL USES OF FUNDS	\$0	\$0	\$183,155
B. Sources of Funds			
1. Cash			\$0
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			\$0
	Hospital Building	Other Structure	Total
Annual Lease Costs (if applicable)			
1. Land			\$0
2. Building			\$0
3. Major Movable Equipment			\$0
4. Minor Movable Equipment			\$0
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.

ATTACHMENT 5

Brent Longenecker has been with Amsurg since Oct 2006. As a Division Vice President he has had oversight and operational responsibility for the following facilities:

Main Line Endoscopy Center – East
333 East City Ave. Bala Cynwyd, PA 19004
10/2006 to 6/2011

Main Line Endoscopy Center – West
325 Central Ave. Malvern, PA 19355
10/2006 to 6/2011

Main Line Endoscopy Center – South
1088 W. Baltimore Pike. Media, PA 19063
10/2006 to 6/2011

Florham Park Endoscopy Center
195 Columbia Turnpike, Florham Park, NJ 0732
10/2006 to 9/2011

Hanover Endoscopy Center
91 S Jefferson Rd. Whippany, NJ 07981
10/2006 to 9/2011

Green Spring Station Endoscopy
10751 Falls Rd. Lutherville, MD 21093
10/2006 to 6/2010

Maryland Endoscopy Center
100 West Road Towson, MD 21204
10/2006 to 6/2010

Carrol County Digestive Disease Center
216 Washington Heights Medical Center, Westminster, MD 21157
1/2009 to 6/2010

Hartford Endoscopy Center
2214 Old Emmorton Rd. Bel Air, MD 21015
10/2006 to 6/2010

Lancaster Gastroenterology Procedure Center

2112 Harrisburg Pike, Lancaster, PA 17601
3/2007 to 6/2011

Mercer County Surgery Center
3120 Princeton Pike, Lawrenceville, NJ 08648
4/2017 to 2/2008

Endocentre of Baltimore
1838 Greene Tree Rd. Pikesville, MD 21208
1/2008 to 12/2011

Endocentre at Quarterfield Station
7704 Quarterfield Rd. Glen Burnie, MD 21061
1/2008 to 12/2011

Ambulatory Endoscopy Center of Maryland
7350 Van Dusen Road, Laurel, MD 20707
9/2010 to 12/2011

Chevy Chase Endoscopy Center
5530 Wisconsin Ave. Chevy Chase, MD 20815
9/2010 to 12/2011

Washington DC Endoscopy Center
2021 K Street NW. Washington , DC 2006
9/2010 to 12/2011

Endoscopic Surgical Centre of Maryland
10801 Lockwood Drive. Silver Spring, MD 20901
9/2010 to 12/2011

Gastrointestinal Endoscopy Associates
15005 Shady Grove Rd. Rockville, MD 20850
9/2010 to 12/2011

Endoscopic Surgical Centre to Maryland – North
15005 Shady Grove Rd. Rockville, MD 20850
9/2010 to 12/2011

Pioneer Valley Surgicenter
3550 Main St #103, Springfield, MA 01107

Surgery Center of New England
55 St. George Road, Suite 1. Springfield, MA 01104

Eastern Massachusetts Surgery Center

100 Morse St, Norwood, MA 02062

North Shore Endoscopy Center
101 Waukegan Rd, Lake Bluff, IL 60044

Springfield Ambulatory Surgery Center
1528 Bethlehem Pike, Glenside, PA 19038

Surgery Center of Allentown
250 Cetronia Rd #300, Allentown, PA 18104
1/2013 to present

Center for Ambulatory Surgery
1450 US-22, Mountainside, NJ 07092
9/2013 to present

Hudson Crossing Surgery Center
2 Executive Dr, Fort Lee, NJ 07024
1/2014 to present

Meadows Surgery Center
75 Orient Way, Rutherford, NJ 07070
10/2014 to present

Bardmoor Surgery Center
8787 Bryan Dairy Rd, Seminole, FL 33777
6/2014 to present

Baycare Surgery Center
2020 Trinity Oaks Blvd. New Port Richey, FL 34655
6/2014 to present

Maryland Surgery Center
11400 Rockville Pike c25, Rockville, MD 20852
7/2017 to present

ATTACHMENT 6

RESOLUTION

Maryland Surgery Center for Women, LLC

The undersigned members of the Operating Board of MARYLAND SURGERY CENTER FOR WOMEN, LLC, on this 2nd day of Oct 2018, do hereby adopt the following resolution as evidenced by our signatures below:

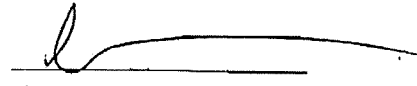
RESOLVED, that MARYLAND SURGERY CENTER FOR WOMEN, LLC, acknowledges the following items were reviewed, discussed and recommended for approval:

Designating Brent Longenecker as the authorized signatory of the CON application to be submitted on 10/5/18

Resolved, that the General Partner is hereby authorized and directed to take such actions as deemed necessary to carry out the intent and accomplish this resolution.



Physician Board Member



Physician Board Member



Physician Board Member



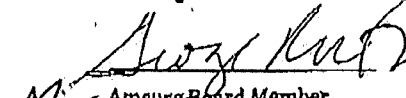
Physician Board Member



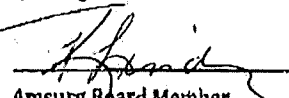
Amsurg Board Member



Amsurg Board Member



Amsurg Board Member
Physician



Amsurg Board Member

ATTACHMENT 7

Policy Title:	Financial Assistance and or Charity Care		
Approved:	2/22/2018	Page:	1 of 1
Retired:	[Effective Date End]		

DRAFT – 9/5/18

POLICY:

This center is committed to providing members of the community access to high quality medical care at reduced or no cost to patients who do not have sufficient insurance benefits or other financial resources to assist them. Center is committed to provide services for 50 cases from the Montgomery County Health Department annually. This will be tracked internally by center and reported to management on a monthly basis.

PURPOSE:

To assist patients in receiving services if they meet the financial requirements.

PROCEDURE:

When a patient requests their account be considered for reduced financial responsibility or charity reduction write-off, the patient is required to complete a FINANCIAL ASSISTANCE FORM.

1. It will be requested that SEU (Service Eligibility Unit) of Montgomery County will provide documentation of financial hardship. Center will make a determination of 2 business days upon the receipt of the requested documents.
2. Upon receipt of the FINANCIAL HARDSHIP documentation, the National Poverty Level Sliding Scale will be reviewed to determine where the patient’s income resides.
3. Persons with family income below 100% of the current federal poverty guidelines 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.
4. If the person with family income above 100% of the federal poverty guidelines but below 200% of the federal poverty guidelines shall be eligible for services at a discount charge, based on a sliding scale of discounts for family income bands.
5. Prior to patient’s arrival for surgery, the facility shall address any financial concerns of the patient, and individual notice regarding the facility’s charity care policy shall be provided.
6. The FINANCIAL ASSISTANCE documentation will be kept in the financial chart, and copies provided to the patient as well as the Business Office.

Policy Type:	REV_REVENUE MANAGEMENT
Center:	Rockville Maryland Multispecialty
Center DBA:	Maryland Surgery Center for Women

May not be valid after 10/2/2018

Policy Title:	Financial Assistance and or Charity Care		
Approved:	2/22/2018	Page:	2 of 2
Retired:	[Effective Date End]		

Policy Type:	REV_REVENUE MANAGEMENT
Center:	Rockville Maryland Multispecialty
Center DBA:	Maryland Surgery Center for Women

May not be valid after 10/2/2018

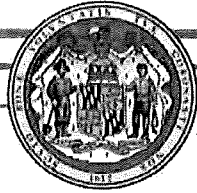
ATTACHMENT 8

FORM_REV_FINANCIAL ASSISTANCE

Maryland Surgery Center for Women

Financial Assistance Form			
Monthly Income: Please indicate all sources of income			
	Source		Amount
Patient:			\$
Spouse:			\$
Other:			\$
Number of dependents			
Total Monthly Income:			
			Gross: \$
			Net: \$
Monthly Expenses: Please indicate average expenses			
Rent /Mortgage:	\$	Utilities:	\$
Auto 1:	\$	Telephone:	\$
Auto 2:	\$	Child Care:	\$
Auto Insurance:	\$	Groceries:	\$
Health Insurance:	\$	Medications:	\$
Credit Cards (list)		Physicians (list)	\$
Visa	\$		\$
MasterCard	\$		\$
Discover	\$		\$
Department Store	\$		\$
Other Credit Card	\$	Other (list)	\$
Other Credit Card	\$		\$
Total Expenses			\$
Total Monthly Income: \$			
Total Monthly Expenses: \$			
Total Monthly Income minus Expenses: (Grand Total): \$			
I certify the above information is correct and that payment of my liability would present a financial hardship.			
Signature of patient or guardian			

ATTACHMENT 9



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. A1347

Issued to: MARYLAND SURGERY CENTER FOR WOMEN, LLC
11400 ROCKVILLE PIKE SUITE C-25
ROCKVILLE, MD 20852

Type of Facility or Community Program: **AMBULATORY SURGICAL CENTER**

Date Issued: **JULY 1, 2018**

SPECIALTIES: OB/Gyn, Colorectal Services, Urology and General Surgery

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: **NON-EXPIRING**

Patricia Tomoko May, MD

Director

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

ATTACHMENT 10



MARYLAND Department of Health

Larry Hogan, Governor · Boyd K. Rutherford, Lt. Governor · Robert R. Neall, Secretary

March 26, 2018

Brooke Smith, Administrator
Maryland Surgery Center for Women
11400 Rockville Pike C-25
Rockville, MD 20852

**RE: NOTICE OF COMPLIANCE FOR
Maryland Surgery Center for Women**

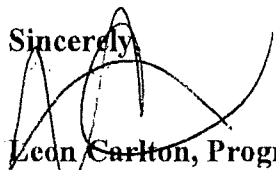
Dear Ms. Smith:

On March 7, 2018, a Maryland State expansion survey was conducted at your facility by the Office of Health Care Quality to determine if your facility was in compliance with Federal participation requirements for a Ambulatory Surgery Center participating in the Medicare and/or Medicaid programs.

The expansion/renovation included going from one operating room and three procedure rooms to one operating room and five procedure rooms. This survey found that your facility is in compliance with the health component of the requirements

If you have any questions, please call me at (410) 402-8229.

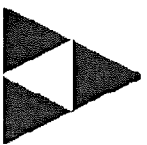
Sincerely,


Leon Carlton, Program Coordinator
Office of Health Care Quality

cc: File

ATTACHMENT 11

AAAHC Survey Report
2018 AAAHC Survey Report



Maryland Surgery Center for Women, LLC

Organization ID: 83212

Rockville, Maryland

June 12, 2018 to June 13, 2018

Information Regarding the AAAHC Survey Report

This *Survey Report* is used in conjunction with the *2018 Accreditation Handbook for Ambulatory Health Care*. This *Survey Report* reflects an evaluation of the organization's compliance with the standards as stated in the *Handbook*.

Evaluation of the Standards

- FC – Fully Compliant indicates that all required elements of the standards are present.
 - SC – Substantially Compliant
 - PC – Partially Compliant
 - MC – Minimally Compliant
 - NC – Non-Compliant
- The above four compliance levels are determined by the number of elements present for each standard.
- NA – Not Applicable indicates that the standard does not apply to the organization. Items found to be NA, should not be counted against the organization when determining scoring for compliance to the standard.
 - NS – Not Surveyed indicates that the standard was not reviewed at this survey. Solely applies to focused surveys which review specified standards.

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5250 Old Orchard Road, Suite 200
Skokie, IL 60077

Internet: www.aaahc.org
E-Mail: info@aaahc.org

This *Survey Report*, or parts thereof, may not be reproduced in any form or by any means, electronic or mechanical, including photocopy, recording, or any information storage and retrieval system now known or to be invented, without written permission from the Accreditation Association, except in the case of brief quotations embodied in critical articles or reviews. For further information, contact the Executive Director, Accreditation Association, at the address above.

References are made throughout this *Survey Report to the Life Safety Code®* and to NFPA 101®. Both are registered trademarks of the National Fire Protection Association, Quincy, Massachusetts.

The pronouns used in the *Survey Report* were chosen for the ease of reading. They are not intended to exclude reference to either gender.

Previous Deficiencies

Chapter	Standard	Previous Compliance Level	Previous Comment	Current Compliance Level	Current Comment	Deficiency Comment
6 - Clinical Records	F	PC	Allergies are documented throughout the record but the reaction to the allergies are inconsistently documented.	Fully Compliant	All charts reviewed documented the allergy and the reaction. They use a bright pink label on the chart to denote allergies and reactions. All charts included this information along with the medication reconciliation form on the charts.	
7 - Infection Prev I	C.2	PC	See comments at Standards 9.R, 11.B and 11.I.	Yes		
7 - Infection Prev I	I	PC	All sterilized items are followed through the sterilization process with records kept. However, the sterile storage room is not monitored for appropriate temperature and humidity levels.	Yes		The sterile storage room now has an appropriate thermometer and is monitored daily.
8 - Facilities	B.1	PC	The center only has 1 fire extinguisher within the facility (located in the administrative office corridor). Two additional extinguishers are maintained in the corridor outside of the center that has been approved by the local fire marshal.			The center meets local fire code regulations. The center has a sprinkler system and appropriately spaced fire extinguishers which are checked monthly by the facilities staff. The center now has fire extinguishers located within the center itself.
8 - Facilities	E	PC	Appropriate drills are performed by the center staff. However, they do not include a written evaluation of drills, other than fire drills. This was discussed with the clinical coordinator during the survey.			The center performs scenario-based drills which has included active shooter, bomb threat and Bioterrorism. Drills are held quarterly which includes a CPR drill. Malignant Hyperthermia drills are also conducted at the center. A written evaluation for each drill is accomplished and any deficiencies are

8 - Facilities	M	PC	<p>The center only has 1 fire extinguisher within the facility (located in the administrative office corridor). Two additional extinguishers are maintained in the corridor outside of the center that has been approved by the local fire marshal.</p>	Fully Compliant	<p>The center has appropriate emergency equipment, medications and supplies which are accessible to all of the patient care areas. The emergency cart which includes medications and emergency equipment is located just inside the surgical suite area and is easily accessible to the centers PACU staff.</p> <p>The center has a separate pediatric suite area which is located across the hall from the center. This suite houses three procedure rooms and waiting areas for infants (and families) who will be undergoing circumcisions. There is a pediatric emergency bag located in the pediatric suite which includes a Broselow tape and emergency airway equipment. If needed, the emergency medication cart is brought in from the surgical suite located directly across the hall. Emergency supplies are well maintained and interviews with staff confirm that the equipment is accessible to all areas of the center.</p>	addressed.
9 - Anesthesia Svcs	R	PC	<p>The anesthesiologist re-entered a single use vial with a used syringe/needle. It was for the same patient however this goes against</p>			<p>During the surgical procedure observed by this surveyor, all medications drawn into a syringe were appropriately</p>

			the center's policy and guidelines used for safe injection practices. Also, the top of the vial was not cleaned with alcohol prior to entering.		labeled and separate needles were utilized when medications were drawn into syringes.
10 - Surg Gen Svcs I	O.6	PC	Currently, the sterile store room is not monitored for temperature and humidity.	Yes	The sterile storage room now has an appropriate thermometer and is monitored daily.
10 - Surg Gen Svcs I	Q	PC	Currently, sterilized items are stored in the clean utility room, where the 3 sterilizers are housed and operated. However, the room is not monitored for temperature or humidity.	Yes	The sterile storage room now has an appropriate thermometer and is monitored daily.
11 - Pharmaceutical Svcs	B	PC	The anesthesiologist re-entered a single use vial with a used syringe/needle. It was for the same patient however this goes against the center's policy and guidelines used for safe injection practices. Also, the top of the vial was not cleaned with alcohol prior to entering. This surveyor discussed findings with the anesthesiologists and reviewed safe injection practices along with center policy.	Fully Compliant	The DEA registration is kept within the PACU area.
11 - Pharmaceutical Svcs	C	PC	See comment at Standard 11.B.	Yes	
11 - Pharmaceutical Svcs	I	PC	The anesthesiologist re-entered a single use vial with a used syringe/needle. It was for the same patient however this goes against the center's policy and guidelines used for safe injection practices. Also, the top of the vial was not cleaned with alcohol prior to entering.		During the surgical procedure observed by this surveyor, all medications drawn into a syringe were appropriately labeled and separate needles were utilized when medications were drawn into syringes.

Satellite Facilities Overview

Standard		Compliance Rating	Comments
1	Does the organization have more than one facility?	No	
2	If the organization has more than one facility, list those that are to be included in the accreditation.		
3	List the names and addresses of the satellite location that were reviewed.		
4	Provide a brief description of the satellite locations reviewed during the survey, including information on the quality of care rendered, clinical records, and facilities and environment. If applicable, also include information on pharmaceutical services, pathology and medical laboratory services, diagnostic and therapeutic imaging, occupational health services, surgical services, and anesthesia services.		

Chapter 1 - Patient Rights and Responsibilities

Standard		Compliance Rating	Comments
	An accreditable organization recognizes the basic human rights of patients. Such an organization meets the following Standards.		
	Overall Chapter Compliance Level	Fully Compliant	Rights and responsibility documents are provided to patients. They are also posted in the waiting room. Upon observation it was apparent that privacy is respected and that patients are provided excellent care.
A	Patients are treated with respect, consideration, and dignity.	Fully Compliant	Upon observation of the check-in and check-out processes, it was evident that patients are addressed in a respectful manner. A detailed policy indicates that appropriate accommodations will be made for patients with disabilities as well as patients who converse in a different language. Accommodations may include interpreters, sign language professionals, use of flash cards, or other devices to assist with communication during the treatment process. Recently the organization separated the waiting rooms for the infants coming in to be circumcised and the adults coming in for GYN/OB issues that often involves a D & C. This had afforded patients a level of respect and sensitivity that positively reflects on the organization.
	Elements of Compliance		
A.1	Patients are provided appropriate privacy:		
A.1 a	At check-in.	Yes	
A.1 b	In evaluation and treatment areas.	Yes	
A.2	Interpretation services are available.	Yes	
A.3	To the degree that it is known, patients are provided with information concerning their diagnosis, evaluation, treatment, and prognosis. When it is medically inadvisable to give such information to a patient, the information is provided to a person designated by the patient or to a legally authorized person.	Yes	
A.4	Patients are given the opportunity to participate in decisions involving their health care, except when such participation is contraindicated for medical reasons.	Yes	
B	Prior to receiving care, patients are informed of their rights.	Fully Compliant	A copy of the Patient's Bill of Rights which details the patient rights and responsibilities is posted in the reception area. Additionally, each patient is provided with a copy of the rights and responsibilities brochure as well as

			information on physician ownership, information regarding advance directives, grievance procedure, conditions for care and the Facility Nondiscrimination Policy. Each of the charts reviewed had the necessary signed documents regarding the patient's acknowledgment of financial responsibility.
	Elements of Compliance Information is available to patients and staff regarding:		
B.1	Patient rights, including those specified in Standard 1.A above.	Yes	
B.2	How to voice grievances regarding treatment or care.	Yes	
B.3	Methods for providing feedback, including complaints.	Yes	
B.4	The patient's right to change providers if other qualified providers are available.	Yes	
B.5	Advance directives, as required by prevailing laws and regulations.	Yes	
C	Prior to receiving care, patients are informed of their responsibilities.	Fully Compliant	Rights and responsibilities are communicated to patients through written materials and through the pre-op contacts.
	Elements of Compliance Patients are informed of their responsibility to:		
C.1	Provide complete and accurate information to the best of their ability about their health, any medications taken, including over-the-counter products and dietary supplements, and any allergies or sensitivities.	Yes	
C.2	Follow the agreed-upon treatment plan prescribed by their provider and participate in their care.	Yes	
C.3	Provide a responsible adult to provide transportation home and to remain with him/her as directed by the provider or as indicated on discharge instructions.	Yes	
C.4	Accept personal financial responsibility for any charges not covered by insurance.	Yes	
C.5	Behave respectfully toward all health care professionals and staff, as well as other patients and visitors.	Yes	
D	Information about the organization is available to patients.	Fully Compliant	Information on services is provided through the web page presence, information provided to the patient before the surgery and also through brochures.
	Elements of Compliance At minimum, the following information is available to patients:		
D.1	Services available at the organization.	Yes	

D.2	Provisions for after-hours and emergency care.	Yes	
D.3	Fees for services.	Yes	
D.4	Payment policies.	Yes	
D.5	The credentials of health care professionals.	Yes	
D.6	The absence of malpractice coverage.	Yes	
	Consultative Comments		Consultative Comments

Chapter 2 - Governance - General Requirements I

Standard		Compliance Rating	Comments
	An accreditable organization has a governing body that sets policy and is responsible for the organization. Such an organization meets the following Standards.		
	Subchapter I - General Requirements: This subchapter describes general requirements for an organization and its governing body.		
	Overall Subchapter Compliance Level	Fully Compliant	Initially the partnership was formed by 23 physicians to provide gynecologic surgical services to their patients in an outpatient environment dedicated to women's health care. In August 2009, the physician owners partnered with ASCOA (Ambulatory Surgical Centers of America) to provide management services for the facility. There were 28 physician investors with ASCOA holding a minority ownership interest in the center. Currently the Center has partnered with AMMSURG to provide management assistance. Currently there are 27 physician investors with AMMSURG holding a minority ownership interest.
A	The organization is a legally constituted entity, or an organized sub-unit of a legally constituted entity, or is a sole proprietorship in the state(s) in which it is located and provides services, as documented by at least one of the following: articles of organization, articles of incorporation, partnership agreement, operating agreement, legislative or executive act, or bylaws, unless the organization is a sole proprietorship.	Fully Compliant	The organization is a licensed LLC in the State of Maryland.
B	The governing body addresses and is fully and legally responsible, either directly or by appropriate professional delegation, for the operation and performance of the organization.	Fully Compliant	Discussions regarding strategic planning were evident in the Board of Director's meeting minutes. The mission, goals, and objectives of the organization are reviewed. There are plans for expansion to include IVF services in the future as well as to expand the multi-specialty surgical options.
	Elements of Compliance Evidence is present that the governing body takes responsibility for, at minimum, the following items:		
B.1	Determining the mission, goals, and objectives of the organization.	Yes	
B.2	Formulating long-range plans in accordance with the mission, goals, and objectives of the organization.	Yes	
B.3	Ensuring that facilities and personnel are adequate and appropriate to carry out the mission.	Yes	
B.4	Establishing an organizational structure and specifying functional relationships	Yes	

	among various components of the organization.		
B.5	Adopting bylaws or similar rules and regulations for the orderly development and management of the organization.	Yes	
B.6	Adopting policies and procedures necessary for the orderly conduct of the organization, including the organization's scope of clinical activities.	Yes	
B.7	Reviewing all legal and ethical matters concerning the organization and its staff, and responding appropriately when necessary.	Yes	
B.8	Maintaining effective communication throughout the organization, including ensuring links between quality management and improvement activities and other management functions of the organization.	Yes	
B.9	Establishing a system of financial management and accountability appropriate to the organization.	Yes	
B.10	Fulfilling all applicable obligations under prevailing laws and regulations, such as those addressing disabilities, medical privacy, grievances, fraud and abuse, self-referral, anti-trust, reporting to the National Practitioner Data Bank (NPDB) ¹ , etc.	Yes	
B.11	Ensuring that marketing, advertising and other statements regarding the competence and capabilities of the organization are not misleading.	Yes	
B.12	Overseeing compliance with applicable AAAHC Standards.	Yes	
C	The governing body addresses and is fully and legally responsible, either directly or by appropriate professional delegation, for the clinical operations and performance of the organization.	Fully Compliant	The organizational structure clearly defines the lines of authority within the organization and provides information regarding center operations. Discharge instructions including a call number for contacting their physician is provided to patients at the time of discharge. For emergencies they are instructed to go to the nearest ER or call 911. If the issue can wait until their physician's office is open the following day, they are encouraged to contact their physician during open hours. The Board of Directors is ultimately responsible for all operations, contracts and processes with the organization. Many of the duties are delegated to the Administrator and Medical Director.
	Elements of Compliance Evidence is present that the governing body takes responsibility for, at minimum, the following items:		
C.1	Approving and ensuring compliance of all major contracts or arrangements affecting the medical and/or dental care provided under its auspices including, but not limited to, those concerning:		
C.1.a	The employment or contracting of health care professionals.	Yes	

C.1.b	The provision of external services, such as those for radiology, pathology, medical laboratory, and housekeeping services.	Yes	
C.1.c	The provision of education to students and postgraduate trainees.	NA	
C.1.d	The provision of after-hours patient information or telephone triage services, including the review of protocols.	Yes	
C.1.e	The Centers for Medicare & Medicaid Services (CMS) requirements, if the organization participates in the Medicare/Medicaid program.	Yes	
C.1.f	The activities or services delegated to another entity.	Yes	
C.2	Ensuring that services rendered under all major contracts or arrangements are provided in a safe and effective manner.	Yes	
C.3	Establishing and maintaining a policy on the rights and responsibilities of patients.	Yes	
C.4	Establishing and maintaining a written policy regarding the care of pediatric patients.	Yes	
C.5	Ensuring that the quality of care is evaluated and that identified problems are appropriately addressed.	Yes	
C.6	Establishment, implementation and oversight of a risk management program appropriate to the organization that includes review of risk management activities.	Yes	
C.7	Establishment, implementation, and oversight of the organization's infection control and safety programs to ensure a safe environment of care.	Yes	
C.8	Establishing a policy on continuing education for staff.	Yes	
C.9	Establishing a policy on patient education.	Yes	
C.10	Approving products sold to patients.	Yes	
D	Within 15 calendar days of significant organizational, ownership, operational, or quality of care events, the organization notifies AAAHC of the event in writing. ²	Fully Compliant	The organization is aware of the 15-day notice of changes to AAAHC.
E	Representation of accreditation to the public accurately reflects the AAAHC-accredited entity.	Fully Compliant	AAAHC accreditation was accurately communicated on all written materials reviewed including marketing materials.
F	The governing body meets at least annually, or more frequently as determined by the governing body, as evidenced by minutes or other records kept as necessary for the orderly conduct of the organization.	Fully Compliant	The governing body meets quarterly. Minutes were reviewed which detail topics covered. The structure of the meeting minutes includes headings such as quality report, Medical Director's report, Financial report, appointments, policies

			and procedures, etc.
G	Governing body records demonstrate at least annual review of AAAHC accreditation requirements.	Fully Compliant	All the elements that require annual review by the governing body were observed to be present in the Board of Directors organizational meeting minutes.
	Elements of Compliance Evidence is present that, at minimum, the governing body reviews the following at least annually and makes revisions as needed:		
G.1	Rights of patients.	Yes	
G.2	Delegated administrative responsibilities.	Yes	
G.3	The quality management and improvement program.	Yes	
G.4	The organization's policies and procedures.	Yes	
G.5	The appointment/reappointment process.	Yes	
G.6	The infection prevention and control program.	Yes	
G.7	The safety program.	Yes	
G.8	The scope of procedures performed, and/or services provided, by the organization.	Yes	
H	The authority, responsibility and functions of officers and administrators elected, appointed, or employed to carry out governing body directives are clearly defined by the governing body.	Fully Compliant	The Administrator and managers all have detailed job descriptions which define their responsibilities and levels of authority.
	Consultative Comments		Consultative Comments
	¹ For information about the National Practitioner Data Bank, see http://www.npdb-hipdb.hrsa.gov .		
	² See page 26 of the 2018 Accreditation Handbook for additional information regarding events that must be reported to AAAHC.		

Chapter 2 - Governance - Credentialing and Privileging II

Standard		Compliance Rating	Comments
	<p>Subchapter II - Credentialing and Privileging: This subchapter describes the requirements for credentialing and privileging of health care professionals to provide patient care in an accredited organization. Organizations may find the Tools and Resources sections located in the back of the Accreditation Handbook helpful in creating medical staff applications and in measuring compliance with credentials verification processes.</p>		
	<p>Credentialing is a three-phase process of assessing and validating the qualifications of an individual to provide services. The objective of credentialing is to establish that the applicant has the specialized professional background that he or she claims and that the position requires. An accredited organization: 1) establishes minimum training, experience, and other requirements (i.e., credentials) for physicians and other health care professionals; 2) establishes a process to review, assess, and validate an individual's qualifications, including education, training, experience, certification, licensure, and any other competence-enhancing activities against the organization's established minimum requirements; and 3) carries out the review, assessment, and validation as outlined in the organization's description of the process.</p>		
	Overall Subchapter Compliance Level	Fully Compliant	Credentialing files were well organized and managed.
	Number of credential files reviewed during the survey:	6	Files chosen were some of the more recent hires as well as the Medical Director and one anesthesiologist.
	Description of how records were selected:		A selection of providers was chosen which allowed for review of employees who have recently been credentialled and those that had several re-credentialing cycles. Appointments are for two years.
A	The medical and/or dental staff is accountable to the governing body through a credentialing, privileging, and reappointment process established by the governing body and for which the governing body is responsible.	Fully Compliant	The bylaws stipulate all the elements required for the credentialing and appointment process. Bylaws are approved by the governing body.
	Elements of Compliance		
A.1	The governing body has approved mechanisms for:		
A.1 a	Credentialing.	Yes	
A.1 b	Initial appointment.	Yes	

A.1.c	Reappointment	Yes	
A.1.d	The granting of clinical privileges.	Yes	
A.1.e	Suspending or terminating clinical privileges.	Yes	
A.1.f	The appeal of decisions to suspend or terminate privileges.	Yes	
A.2	Initial appointment, reappointment, and assignment or curtailment of clinical privileges of medical staff members are consistent with state law, if applicable.	Yes	
A.3	The governing body has defined specific criteria for the initial appointment and reappointment of medical staff.	Yes	
A.4	The criteria for initial appointment and reappointment are uniformly applied.	Yes	
A.5	Applications for clinical privileges are processed according to timeframes specified in bylaws and/or policies.	Yes	
A.6	The organization has its own independent process of credentialing and privileging. ³	Yes	
B	On a formal application for initial staff privileges, the applicant is required to provide sufficient evidence of training, experience, and current documented competence in performance of the procedures for which privileges are requested.	Fully Compliant	At the time of hire, at least two references were present in each of the files reviewed. The application for privileges was complete with all the elements present. Physicians sign a new attestation form every two years if all the other information that was on the application is still relevant.
	Elements of Compliance At minimum, the following credentialing and privileging information is obtained for evaluation of the candidate:		
B.1	Relevant education, training, and experience.	Yes	
B.2	Documentation of current competence through peer references.	Yes	
B.3	Current state license.	Yes	
B.4	Information obtained from the National Practitioner Data Bank (NPDB). ⁴	Yes	
B.5	Drug Enforcement Administration (DEA) registration, if applicable.	Yes	
B.6	Proof of current medical liability coverage meeting governing body requirements, if any.	Yes	
C	The application for initial staff privileges includes written attestation from the applicant addressing other information pertinent to the appointment and	Fully Compliant	

	privileging processes.		
	Elements of Compliance At minimum, other pertinent information includes:		
C.1	Professional liability claims history.	Yes	
C.2	Information on licensure revocation, suspension, voluntary relinquishment, licensure probationary status, or other licensure conditions or limitations.	Yes	
C.3	Complaints or adverse action reports filed against the applicant with a local, state, or national professional society or licensure board.	Yes	
C.4	Refusal or cancellation of professional liability coverage.	Yes	
C.5	Denial, suspension, limitation, termination, or nonrenewal of professional privileges at any hospital, health plan, medical group, or other health care entity.	Yes	
C.6	DEA and state license action.	Yes	
C.7	Any Medicare/Medicaid sanctions.	Yes	
C.8	Conviction of a criminal offense (other than minor traffic violations).	Yes	
C.9	Current physical, behavioral health, or chemical dependency problems that would interfere with the ability to provide high-quality patient care and professional services.	Yes	
C.10	Formal statement releasing the organization from any liability in connection with credentialing decisions.	Yes	
C.11	Applicant's attestation to the accuracy and completeness of the application and additional information provided.	Yes	
C.12	Dated signature of the applicant.	Yes	
D	Upon receipt of a completed and signed initial application, primary or secondary source verification ⁵ of credentials is conducted in accordance with the organization's written procedures for credentialing. ⁶	Fully Compliant	The AMA is checked on all physicians at the time of hire and then every two years.
	Elements of Compliance		
D.1	Written procedures are present.	Yes	
D.2	Credentials are verified using primary and/or secondary sources.	Yes	

E	Members of the medical and/or dental staff apply for reappointment every three years, or more frequently if prevailing laws and regulations, or organizational policies, so stipulate.	Fully Compliant	Members of the medical staff apply for reappointment every two years. The credentialing files were complete with a written attestation and an initial completed application.
	Elements of Compliance		
E.1	Applicants are required to complete a formal reappointment application.	Yes	
E.2	The reappointment application includes, at minimum:		
E.2.a	Updated personal information.	Yes	
E.2.b	Completed attestation questions found in Standards 2.II.C. 1-11.	Yes	
E.2.c	Dated signature of the applicant.	Yes	
F	Upon receipt of the completed reappointment application, primary or secondary source verification of items listed in Standards 2.II.B.3-6 is conducted.	Fully Compliant	
G	The governing body approves appointment and reappointment decisions.	Fully Compliant	The governing body meeting minutes clearly outlined the approval of all appointments and reappointment decisions.
	Elements of Compliance		
G.1	Applications are reviewed by the governing body.	Yes	
G.2	Peer references and/or peer review activities and results completed in accordance with Chapter 2.III are incorporated into the decision process.	Yes	
G.3	Governing body actions are documented.	Yes	
H	The currency of date-sensitive credentialing and privileging information is monitored and documented on an ongoing basis (at minimum, at expiration, appointment, and re-appointment).	Fully Compliant	There is a system in place for keeping track of the management of date-sensitive credentialing and privileging information including license renewal, ACLS, PALS, BLS, DEA, etc.
	Elements of Compliance		
	The organization documents the ongoing monitoring of:		
H.1	Licensure.	Yes	
H.2	DEA registrations.	Yes	
H.3	Board certifications, as applicable.	Yes	
H.4	Professional liability insurance, if required.	Yes	

1	Solo providers adhere to appropriate credentialing, initial appointment and reappointment procedures.	Not Applicable	
	Elements of Compliance		
1.1	The provider is required to complete an application or reapplication, and the documentation identified in Standards 2.II, B and 2.II, C is present in the credentials file.	NA	
1.2	Documentation in the credentials file includes a list of procedures that may be performed, or services that may be provided, by the provider in the organization/practice setting.	NA	
1.3	To ensure currency, accuracy, and completeness of credentials, the provider's credentials file is reviewed by an outside physician (for a medical practice) or an outside dentist (for a dental practice) at least every three years, or more frequently if state law or organizational policies so stipulate.	NA	
1.4	An outside physician (for medical practices) or dentist (for dental practices) has reviewed the granting of privileges and provided documentation of his/her recommendation.	NA	
1.5	Applications for privileges submitted by other providers are processed in the same manner.	NA	
J	Privileging is a three-phase process. The objective of privileging is to determine the specific procedures and treatments that a health care professional may perform. An accreditable organization: 1) determines the clinical procedures and treatments that are offered to patients; 2) determines the qualifications related to training and experience that are required to authorize an applicant to obtain each privilege; and 3) establishes a process for evaluating the applicant's qualifications using appropriate criteria and approving, modifying, or denying any or all requested privileges in a non-arbitrary manner.	Fully Compliant	There is a standard set of privileges per specialty that the provider can use to request specific privileges within their scope of practice.
	Elements of Compliance		
J.1	Privileges are granted based on:		
J.1.a	The applicant's written request for privileges.	Yes	
J.1.b	Qualifications for the services provided by the organization.	Yes	
J.1.c	Recommendations from qualified medical or dental personnel.	Yes	

J.2	Privileges are granted to the health care professional to practice for a specified period of time.	Yes	
K	The governing body provides a process for the initial appointment, reappointment, and assignment or curtailment of privileges and practice for allied health care professionals.	Fully Compliant	The RN's license is verified by the Maryland Board of Nursing at hire and yearly. Education is included in this verification of licensure. They also check competencies at hire, in 90 days and annually. They do not use the NPDB for the nurses. The RNs do have job descriptions in their files that are specific to their role within the surgical center.
	Elements of Compliance		
K.1	The process is consistent with state law.	Yes	
K.2	The process includes verification of education, training, experience, and current competence.	Yes	
K.3	The process includes primary or secondary source verification of licensure or certification, as applicable.	Yes	
	Consultative Comments		Consultative Comments
	³ Credentials may not be approved, nor privileges granted without further review, solely on the basis that another organization, such as a hospital, approved credentials or granted privileges. Such status at another organization may be included in the governing body's consideration of the application.		
	⁴ NPDB Continuous Query is an acceptable option for meeting this requirement. For information on the National Practitioner Data Bank, see http://www.npdb-hipdb.nrsa.gov .		
	⁵ Refer to the Glossary section of the 2018 Accreditation Handbook for definitions of primary and secondary source verification.		
	⁹ An accreditable organization may use information provided by a Credentials Verification Organization (CVO) after proper assessment of the capability and quality of the CVO. A CVO may demonstrate such capability and quality by becoming accredited or certified by a nationally recognized accreditation organization. Accredited organizations are required to conduct primary or secondary source verification of the items listed in Standards 2.11.B.1-6, unless a CVO, or other organization performing primary source verification that is accredited or certified by a nationally recognized body, is used. If the organization uses a CVO or another organization to verify credentials, those entities must perform primary source verification unless such sources do not exist or are impossible to verify.		

Chapter 2 - Governance - Peer Review III

Standard	Compliance Rating	Comments
<p>Subchapter III - Peer Review: An accredited organization maintains an active and organized process for peer review that is integrated into the quality management and improvement program. Accredited organizations may determine which health care professionals can peer review each other, within the following guidelines: 1) differently-licensed practitioners reviewing each other must be privileged to provide similar services to similar patients; and 2) prevailing laws must permit peer review by differently-licensed practitioners.</p>	Fully Compliant	<p>Peer review is conducted monthly on each physician through a random sampling of charts. The types of reviews conducted include random medical reviews, incidents, specialty-based criteria or quality indicators, identified trends, and patient grievances. They are conducted by the invested physicians and the Medical Director does all the incident report peer reviews. The Medical Director also signs off on all peer reviews.</p>
Overall Subchapter Compliance Level	Fully Compliant	
A	Fully Compliant	Physicians completes the peer review on each physician monthly.
B	Not Applicable	
C	Fully Compliant	Information regarding any discrepancies is provided to providers by the Medical Director. Results are also provided to the governing body and used in the process of re-privileging which occurs every two years. Peer review criteria generally focuses on assessments as to the appropriateness of care provided.
Elements of Compliance		
C.1	Yes	Privileged health care professionals participate in the development and application of the peer review criteria used to evaluate the care they provide.
C.2	Yes	Clinical care is selected for review on an ongoing basis.
C.3	Yes	The selection process for care to be reviewed applies to all similarly privileged health care professionals.
C.4	Yes	All clinical incidents ⁹ are reviewed in accordance with the organization's peer review policies and procedures.
C.5	Yes	All privileged health care professionals are reviewed at least annually by a peer or supervising health care professional.

D	Ongoing monitoring of important aspects of the care provided by physicians, dentists, and other health care professionals is conducted.	Fully Compliant	There is an external benchmarking process which is conducted regularly with other AMSURG multi-specialty clinics which is used to determine variances and trends in important aspects of care. In addition to peer review, there are also chart audits that are conducted monthly determining if there is compliance with the policies and procedures.
	Elements of Compliance		
D.1	Data are collected in an ongoing manner.	Yes	
D.2	The data are periodically evaluated to identify trends or occurrences that affect patient outcomes.	Yes	
D.3	The data are used to establish internal benchmarks against which performance is compared to identify areas in which improvement is needed.	Yes	
E	The results of peer review activities are reported to the governing body.	Fully Compliant	The governing body meeting minutes indicated that peer review evaluations are shared with the board.
F	The results of peer review are used as part of the process for granting continuation of clinical privileges, as described in Chapter 2.11.	Fully Compliant	The credentialing charts demonstrated that peer review was a part of the privileging process for physicians. Forms were present that provided summary information regarding the review of cases and charts.
G	Ongoing professional development and the improvement of staff performance are supported.	Fully Compliant	
	Elements of Compliance		
G.1	Convenient access to reliable, up-to-date information pertinent to the organization's clinical, educational, administrative, and research services is provided.	Yes	
G.2	As demonstrated in the organization's policies or procedures, health care professionals are encouraged to participate in internal or external educational programs and activities, consistent with the organization's mission, goals, and objectives.	Yes	
	Consultative Comments		<u>Consultative Comments</u>
	⁷ Examples of peer review criteria include but are not limited to: date of care; compliance with disease management guidelines; following treatment protocols; complications during surgery; post-operative infections; wrong-site surgery.		
	⁸ See Standard 5.11.D.1 for the definition of "clinical incidents."		

Chapter 3 - Administration

Standard		Compliance Rating	Comments
	An accreditable organization is administered in a manner that ensures the provision of high-quality health services and that fulfills the organization's mission, goals, and objectives. Organizations may find it helpful to use the Personnel Records Worksheet, found in the Tools section of the Accreditation Handbook, to evaluate compliance with some Standards found in this chapter.		
	Overall Chapter Compliance Level	Fully Compliant	The Board of Directors vested the Administrator with the authority and accountability to supervise personnel according to Board approved policies and procedures related to the total operations of the facility. The Administrator delegates to the Clinical Coordinator and Business Office Manager certain supervisory responsibilities.
	Number of personnel files reviewed during the survey:	5	Files were chosen based on a variety of positions with a focus on hires in the past three years.
	Description of how records were selected:		
A	Administrative policies, procedures, and controls adopted by the governing body are implemented to ensure the orderly and efficient management of the organization.	Fully Compliant	The Maryland state license for an outpatient surgical center for GYN/OB and urology was reviewed. It has an expiration of 11/9/19. The AMSURG policies are online and accessible to all employees through a password protected site. The site is searchable to assist with finding specific policies or categories of policies based on need. Staff sign off on a form which was included in their files that they had reviewed the policies both at the time of hire and with the change to AMSURG.
	Elements of Compliance		
A.1	All policies adopted by the governing body are appropriate for the organization given the services provided and the patients served.	Yes	
A.2	There is evidence that policies in written manuals, handbooks, and/or standing operating procedures (SOPs):		
A.2.a	Have been made available to staff.	Yes	
A.2.b	Are enforced.	Yes	
A.3	As evidenced by the personnel files, all staff employed possess at least the minimum qualifications, experience, competencies, and licensure and/or certification required for their positions.	Yes	

A.4	Written job descriptions define and delineate functional responsibilities, authority and qualifications including licensure and/or certification.	Yes	
A.5	Written policies and procedures, as well as other documentation such as (but not limited to) meeting minutes and educational materials, indicate that all reasonable steps are taken to comply with applicable laws and regulations.	Yes	
A.6	Evidence is present that policies, procedures and other information are communicated throughout the organization, as documented in staff meeting minutes, emails, Intranet, manuals, and other forms of communication.	Yes	
A.7	Evidence is present that official organizational documents such as governing body meeting minutes, corporate organizational documents, bylaws and other similar records are properly filed, secured and safeguarded.	Yes	
A.8	Evidence is present of organizational procedures to permit appropriate responses to inquiries from entities such as, but not limited to, government agencies, attorneys, consumer advocate groups, and the media.	Yes	
B	Fiscal controls are in place to protect the assets of the organization.	Fully Compliant	There are several policies on fiscal management and control. Financial dashboards were reviewed which had been prepared for the Board of Directors. There are policies on accounts receivable, collections, same day payment and reconciliation, credit card processing, etc.
	Elements of Compliance		
B.1	Appropriate and adequate policies and procedures are in place to provide accounting controls over assets, liabilities, revenues and expenses.	Yes	
B.2	Written policies and procedures are in place for controlling accounts receivable and accounts payable.	Yes	
B.3	Written policies and procedures are in place to control cash payments and credit arrangements.	Yes	
B.4	Written policies and procedures are in place to manage unpaid accounts and accounts being considered for transfer to a collection agency.	Yes	
B.5	Written policies and procedures are in place to manage the purchase, receipt, distribution, maintenance, and security of supplies, equipment, and facilities.	Yes	
C	Patient satisfaction with services and facilities provided is periodically assessed.	Fully Compliant	The organization uses Press-Ganey as their vendor for satisfaction surveys. They are distributed electronically to patients randomly after they have received treatment. The results are then tabulated and analyzed to determine trends, issues, or areas for improvement. Some of the areas that are assessed include the following: facility rating, if they would recommend the facility, communication, personal treatment, and the discharge process.

	Elements of Compliance Evidence of the following is present		
C.1	Patient satisfaction surveys are conducted on an ongoing basis.	Yes	
C.2	Survey results are analyzed on an ongoing basis.	Yes	
C.3	The governing body reviews the survey results.	Yes	
C.4	Corrective actions are taken as needed.	Yes	
D	Written personnel policies are established and implemented to facilitate attainment of the mission, goals, and objectives of the organization.	Fully Compliant	Personnel policies are reviewed at the time of hire with all employees and they attest to this through a signed form in their file. Annual appraisals are conducted and documented in the personnel records.
	Elements of Compliance The written personnel policies:		
D.1	Specify privileges and responsibilities of employment, including compliance with an adverse incident reporting system, as described in Standards 5.JI.B.1-2.	Yes	
D.2	Require periodic appraisal of each person's job performance, including current competence.	Yes	
D.3	Describe incentives and rewards, if any exist.	Yes	
D.4	Are made known to employees at the time of employment.	Yes	
D.5	Comply with prevailing laws and regulations regarding verification of eligibility for employment (I-9 form), and visas as required.	Yes	
D.6	Define the status of students and postgraduate trainees, if present in the organization.	NA	
E	Orientation and training according to position description are provided to all staff.	Fully Compliant	Orientation was documented and completed within 30 days of hire in each file reviewed. They complete both clinical and non-clinical modules based on their position. The training which is in four parts is completed at the time of hire and also annually. There is documentation in the personnel files that substantiates the education and training that is provided.
	Elements of Compliance		
E.1	Documented orientation and training are completed within 30 days of beginning employment.	Yes	
E.2	At minimum, orientation and training are provided for the following:		

E.2.a	Fire safety and the disaster preparedness plan.	Yes	
E.2.b	The use of emergency, safety and fire extinguishing equipment.	Yes	
E.2.c	The infection prevention and control program, including bloodborne pathogen and other training required by OSHA.	Yes	
E.2.d	The safety program, including exposure control training and sharps injury prevention.	Yes	
E.2.e	The risk management program, including training in the reporting of adverse incidents.	Yes	
E.2.f	Confidentiality and privacy training (e.g., HIPAA, FERPA).	Yes	
E.3	The training described in element 2 above is provided annually thereafter.	Yes	
E.4	The training described in element 2 above is provided when there is an identified need.	Yes	
E.5	The delivery of all training is documented.	Yes	
	Consultative Comments		Consultative Comments

Chapter 4 - Quality of Care Provided

Standard		Compliance Rating	Comments
	An accreditable organization provides high-quality health care services in accordance with the principles of professional practice and ethical conduct, and with concern for the costs of care and for improving the community's health status. Such an organization meets the following Standards.		
	Overall Chapter Compliance Level	Fully Compliant	
A	All health care professionals have the necessary and appropriate training and skills to deliver the services provided by the organization, as verified by review of credentials and/or personnel files.	Fully Compliant	The credential and personnel files all demonstrated that the providers and staff have the necessary education, training and expertise consistent with their role within the organization.
B	Health care professionals practice their professions in an ethical and legal manner.	Fully Compliant	
C	All personnel assisting in the provision of health care services are appropriately qualified and supervised and are available in sufficient numbers for the care provided.	Fully Compliant	
	Elements of Compliance		
C.1	Evidence of the following is present:		
C.1.a	Such personnel are appropriately qualified.	Yes	
C.1.b	Such personnel are appropriately supervised.	Yes	
C.2	Interviews and observation confirm that such personnel are available in sufficient numbers for the care provided.	Yes	
D	High-quality health care is provided.	Fully Compliant	Partnering with AMSURG has allotted for the induction of some new policies and processes. There are ample opportunities for quality improvement input and benchmarking. Quality care is provided in a very clean and well-managed facility.
	Elements of Compliance		
D.1	Health care provided is consistent with the standard of care.	Yes	
D.2	Patients receive education and effective communication regarding:		

D.2 a	The diagnosis and treatment of their condition.	Yes	
D.2 b	Appropriate preventive measures. ⁹	Yes	
D.3	Appropriate and timely diagnoses are made based on findings of the current history and physical examination.	Yes	
D.4	Medication reconciliation is performed.	Yes	
D.5	Treatment provided is consistent with clinical impression or working diagnosis.	Yes	
D.6	Appropriate and timely consultation and referrals are made.	Yes	
D.7	When clinically indicated, patients are contacted as quickly as possible for follow-up regarding significant problems and/or abnormal findings.	Yes	
D.8	Continuity of care and patient follow-up occurs.	Yes	
D.9	Performance measures are used to improve outcomes.	Yes	
E	The organization has policies and procedures for identifying, storing, and transporting laboratory specimens and biological products. ¹⁰	Fully Compliant	There are clear policies and practices in place to guide the process for obtaining and transporting lab specimens. They do two point of contact tests within the facility and tend to only send out specimens for further testing secondary based on the surgical procedure. Tracking of results shows good follow-up.
Elements of Compliance			
E.1	Logging and tracking procedures ensure that results for each specimen are obtained.	Yes	
E.2	Results for each specimen are reported to the ordering health care professional in a timely manner.	Yes	
E.3	Biological products are handled, stored and transported in accordance with manufacturer's instructions and/or regulatory requirements, as applicable.	Yes	
F	When the need arises, the organization assists patients with the transfer of their care from one health care professional to another.	Fully Compliant	Every unplanned transfer has a documentation trail which includes a peer review by the Medical Director, and records from the hospital if indicated.
Elements of Compliance			
F.1	Adequate specialty consultation services are available by prior arrangement.	Yes	
F.2	Referral to another health care professional is clearly outlined to the patient and arranged with the accepting health care professional.	Yes	

G	<p>One of the following is in place in the event of an emergency or unplanned outcome, for which hospitalization is indicated to evaluate and stabilize the patient:</p> <ul style="list-style-type: none"> - A written transfer agreement for transferring patients to a nearby hospital. - A written policy of credentialing and privileging physicians and dentists who have admitting and similar privileges at a nearby hospital. - A written agreement with a physician or provider group with admitting privileges at a nearby hospital. - A detailed written procedural plan for medical emergencies. 	Fully Compliant	A written transfer agreement is in place with Holy Cross Hospital.
	Consultative Comments		<u>Consultative Comments</u>
	<p>^{9f}In surgical settings, education may include preventive measures such as, for example, avoiding post-operative infections, venous thromboembolism and/or pulmonary embolism.</p>		
	<p>^{10e}Biological products," aka "biologics," are medical products intended to treat diseases and medical conditions, or to prevent or diagnose diseases. Examples include vaccines, blood and blood products, human cells and tissues used for transplantation. See http://www.fda.gov/AboutFDA/Transparency/Basics/ucm194516.htm.</p>		

Chapter 5 - Quality Management and Improvement - Quality Improvement Program I

Standard		Compliance Rating	Comments
	<p>In striving to improve the quality of care and to promote more effective and efficient use of facilities and services, an accreditable organization maintains a quality management and improvement program that links peer review, quality improvement activities, infection prevention and safety, and risk management in an organized, systematic way.</p> <p>Organizations may also find it useful to refer to Developing Meaningful Quality Improvement Studies in the Tools section of the Accreditation Handbook.</p> <p>Note: The intent of this chapter is that administrative and clinical personnel are involved in the quality management and improvement activities of the organization.</p>		
	<p>Subchapter I - Quality Improvement Program: An accreditable organization maintains an active, integrated, organized, ongoing, data-driven and peer-based quality improvement (QI) program that meets the following Standards.</p>		
	<p>Overall Subchapter Compliance Level</p>	<p>Fully Compliant</p>	<p>The administrator, a physician member of the Medical Staff, clinical coordinator or designee, business office manager or designee, medical director or designee and any other interested persons make up the QI committee.</p>
<p>A</p>	<p>The organization has a written quality improvement program.</p>	<p>Fully Compliant</p>	<p>The written quality improvement plan indicates that the QI Committee is responsible for the development, implementation and oversight of the QI program which includes quality improvement studies, peer review and risk management.</p>
	<p>Elements of Compliance At a minimum, the written program:</p>		
<p>A.1</p>	<p>Addresses the full scope¹ of the organization's health care delivery services and describes how these services are assessed for quality.</p>	<p>Yes</p>	
<p>A.2</p>	<p>Identifies the specific committee(s) or individual(s) responsible for development, implementation, and oversight of the program.</p>	<p>Yes</p>	
<p>A.3</p>	<p>Includes participation by health care professionals, one or more of whom is a physician or dentist.²</p>	<p>Yes</p>	
<p>A.4</p>	<p>Identifies the program's purposes.</p>	<p>Yes</p>	

A.5	Identifies specific objectives the program intends to achieve.	Yes	
A.6	Describes the ongoing data collection processes used to measure quality and identify quality-related problems or concerns. (see Standard 5.1.B).	Yes	
A.7	Describes how the organization integrates quality improvement activities, peer review, and the risk management and infection prevention and control programs.	Yes	
A.8	Is evaluated at least annually for effectiveness and to determine if the program's purposes and objectives continue to be met.	Yes	
A.9	Describes processes used to ensure that:		
A.9.a	The results of quality improvement activities are reported to the governing body.	Yes	
A.9.b	The results of quality improvement activities are reported throughout the organization, as appropriate.	Yes	
A.9.c	The results of the annual program evaluation are reported to the governing body.	Yes	
A.9.d	The results of the annual program evaluation are reported throughout the organization, as appropriate.	Yes	
B	Ongoing data collection processes are in place to measure quality and to identify quality-related problems or concerns.	Fully Compliant	Follow-up and trending of unacceptable or unexpected patient outcomes such as hospital transfers, medication errors, complications, etc., are implemented continuously, beginning with the report of the outcome.
	Elements of Compliance At a minimum, data collection processes include:		
B.1	Analysis of the results of peer review activities.	Yes	
B.2	Periodic audits of critical processes, as appropriate for the services provided. (See "audit" in the Accreditation Handbook Glossary.)	Yes	
B.3	Ongoing monitoring of important processes and outcomes of care, as appropriate for the services provided. (See "quality monitoring" in the Accreditation Handbook Glossary.)	Yes	
B.4	Comparison of the organization's performance to internal and external benchmarks.	Yes	
B.5	Methods to systematically collect information from other pertinent sources. ¹³	Yes	
B.6	Ongoing evaluation of the information and data obtained through the data	Yes	

	collection processes noted above to identify the existence of unacceptable variation or results that require improvement.		
C	The organization demonstrates that continuous improvement is occurring by conducting quality improvement studies when the data collection processes described in Standard 5.1.B indicate that improvement is or may be warranted.	Fully Compliant	The QI studies reviewed followed the ten-step format. They all were studies which were meaningful to the organization. There was at least one QA study reviewed that was more exploratory, although the others included corrective action and re-measurement. Generally, the organization does two QI studies per year.
	Elements of Compliance Written descriptions of QI studies document each of the following elements, as applicable: ¹⁴		
C.1	A statement of the purpose of the QI study that includes a description of the problem and an explanation of why it is significant to the organization. ¹⁵	Yes	
C.2	Identification of the measurable performance goal against which the organization will compare its current performance in the area of study. The goal must be stated in quantitative terms. ¹⁵	Yes	
C.3	A description of the data that have been or will be collected to determine the organization's current performance.	Yes	
C.4	Evidence of data collection.	Yes	
C.5	Data analysis that describes findings about the frequency, severity, and source(s) of the problem(s).	No	
C.6	A comparison of the organization's current performance in the area of study against the previously identified performance goal.	Yes	
C.7	Implementation of corrective action(s) to resolve identified problem(s).	Yes	
C.8	Re-measurement (a second round of data collection and analysis as described in 5.1.C.4-6) to objectively determine whether the corrective actions have achieved and sustained demonstrable improvement.	Yes	
C.9	If the initial corrective action(s) did not achieve and/or sustain the desired improved performance, implementation of additional corrective action(s) and continued re-measurement until the problem is resolved or is no longer relevant.	Yes	
C.10	As documented in committee and/or staff meeting minutes, and/or in records of educational activities, the findings of quality improvement activities are communicated:		
C.10.a	To the governing body.	Yes	

C.10.b	Throughout the organization, as appropriate.	Yes	
D	The organization participates in external benchmarking activities that compare key performance measures with other similar organizations, with recognized best practices, and/or with national or professional targets or goals.	Fully Compliant	Chart reviews for clinical performance and practice patterns are performed routinely. The Center did benchmark against other ASCOA centers, although they are AMSURG now and currently benchmark against other AMSURG centers. They also benchmark using national benchmarks for quality indicators.
	Elements of Compliance At minimum, the organization's external benchmarking activities include:		
D.1	The selection and use of performance measures that are appropriate for improving the processes or outcomes of care relevant to the patients served.	Yes	
D.2	Collecting and analyzing data related to the selected performance measures on an ongoing basis.	Yes	
D.3	Comparing internal performance to external benchmarks that are based on valid and reliable local, state, national, or published data.	Yes	
D.4	Tracking changes in the organization's performance on the selected performance measures.	Yes	
D.5	Incorporation of the results of benchmarking activities into other quality improvement activities of the organization.	Yes	
D.6	As documented in meeting minutes and/or records of educational activities, the results of benchmarking activities are reported:		
D.6.a	To the governing body.	Yes	
D.6.b	Throughout the organization, as appropriate.	Yes	
	Consultative Comments		Consultative Comments
	¹¹ "Full scope" includes clinical, administrative, and cost-of-care performance issues, as well as actual patient outcomes, i.e., results of care, including safety of patients.		
	¹² In organizations where a physician or a dentist is not on the provider staff, and the organization is therefore led by an advanced practice registered nurse or a physician assistant, or in a behavioral health setting led by a licensed clinical behavioral health professional, one or more of such similarly-licensed health care providers is a participant.		
	¹³ Examples include, but are not limited to, patient satisfaction surveys, financial		

	data, medical/legal issues, and outcomes data.		
	¹⁴ At least one completed quality improvement study demonstrating that improvement has occurred, i.e., including Standards 5.1.C.1-8, 9 (if applicable) and 10 must be present for Standard 5.1.C. to be considered for a rating of Fully Compliant (FC). This does not imply that conducting only one complete study per accreditation cycle is adequate or appropriate for all organizations, nor does conducting one complete study automatically result in a rating of FC for Standard 5.1.C.		
	¹⁵ See Developing Meaningful Quality Improvement Studies in the Tools section of the Accreditation Handbook		
	¹⁶ See the QI study template in the Accreditation Handbook for more information on numerically stated goals.		

Chapter 5 - Quality Management and Improvement - Quality Improvement Studies Ia

Standard	Subchapter Ia - Quality Improvement Topics	Compliance Rating	Comments
	<p>Rating scale for QI studies: Yes = Element is present No = Element is not present N/A = Not applicable to this study * = Study ongoing; cannot rate item yet</p>		
QI1	Quality Improvement Topic #1 (Name of study):	Hand Hygiene Efficacy 2017	They had done this previously in 2015, although felt that they needed to repeat it.
QI1.1	A statement of the purpose of the QI study that includes a description of the problem, and an explanation of why it is significant to the organization.	Yes	They indicate that it has not been studied previously and that it is important in preventing acquired infections. It has been studied previously though, so it would have been more helpful to summarize the previous report. They do articulate that hand hygiene is the single most important procedure for preventing health care acquired infections.
QI1.2	Identification of the measurable performance goal against which the organization will compare its current performance in the area of study. The goal must be stated in quantitative terms.	Yes	They cite 80% efficacy rate.
QI1.3	Description of the data that have been or will be collected to determine the organization's current performance.	Yes	Glo Germ is to be applied to the hands of each staff member.
QI1.4	Evidence of data collection.	Yes	The number of participating staff was 5.
QI1.5	Data analysis that describes findings about the frequency, severity and source(s) of the problem(s).	Yes	0% cleaned their hands adequately.
QI1.6	A comparison of the organization's current performance in the area of study against the previously identified performance goal.	Yes	
QI1.7	Implementation of corrective action(s) to resolve identified problem(s).	Yes	Hand hygiene in service was held.
QI1.8	Re-measurement (a second round of data collection and analysis as described in Standard 5.1.C.4-6) to objectively determine whether the corrective actions have achieved and sustained demonstrable improvement.	Yes	Scheduled for the next month.
QI1.9	If the initial corrective action(s) did not achieve and/or sustain the desired improved performance, implementation of additional corrective action(s) and continued re-measurement until the problem is resolved or is no longer relevant.	NA	

QI1.10	As documented in committee and/or staff meeting minutes, and/or in records of educational activities, the findings of quality improvement activities are communicated.		
QI1.10.a	To the governing body.	Yes	The form indicates that it was communicated to the Board of Directors and the staff.
QI1.10.b	Throughout the organization, as appropriate.	Yes	
QI2	Quality Improvement Topic #2 (Name of study):	Falls had been reported	The organization had two patients fall in January 2018.
QI2.1	A statement of the purpose of the QI study that includes a description of the problem, and an explanation of why it is significant to the organization.	Yes	They provide a statement related to the fact that falls are preventable occurrences that can cause serious injury.
QI2.2	Identification of the measurable performance goal against which the organization will compare its current performance in the area of study. The goal must be stated in quantitative terms.	Yes	Zero falls.
QI2.3	Description of the data that have been or will be collected to determine the organization's current performance.	Yes	Incident report data that was in the system from January indicated that .014% had falls.
QI2.4	Evidence of data collection.	Yes	
QI2.5	Data analysis that describes findings about the frequency, severity and source(s) of the problem(s).	No	The data analysis did not include the potential sources of the problem.
QI2.6	A comparison of the organization's current performance in the area of study against the previously identified performance goal.	Yes	Results were compared to the goal and the goal was not met.
QI2.7	Implementation of corrective action(s) to resolve identified problem(s).	Yes	Education and training of staff was conducted, the fall protocol was re-evaluated and adjusted as well. The pre-operative questionnaire, Simple Admit, was adjusted to highlight fall risks for all patients.
QI2.8	Re-measurement (a second round of data collection and analysis as described in Standard 5.1.C.4-6) to objectively determine whether the corrective actions have achieved and sustained demonstrable improvement	Yes	They looked at the data for Feb and March and there were 385 patients and no falls.
QI2.9	If the initial corrective action(s) did not achieve and/or sustain the desired improved performance, implementation of additional corrective action(s) and continued re-measurement until the problem is resolved or is no longer relevant.	NA	
QI2.10	As documented in committee and/or staff meeting minutes, and/or in records of educational activities, the findings of quality improvement activities are communicated:		
QI2.10.a	To the governing body.	Yes	Information was reported to the Board, to the QAPI committee, and the staff.

QI2.10.b	Throughout the organization, as appropriate.	Yes	
QI3	Quality Improvement Topic #3 (Name of study):	PACU time study	
QI3.1	A statement of the purpose of the QI study that includes a description of the problem, and an explanation of why it is significant to the organization.	Yes	There is a fluctuation in the length of recovery time in the PACU.
QI3.2	Identification of the measurable performance goal against which the organization will compare its current performance in the area of study. The goal must be stated in quantitative terms.	No	Identify the range of PACU stays for patients. This was not quantifiable; it was meant to be an exploratory activity.
QI3.3	Description of the data that have been or will be collected to determine the organization's current performance.	Yes	Random hysteroscopy charts were selected and reviewed. They were separated in less than 30 and more than 30 minutes.
QI3.4	Evidence of data collection.	Yes	Twenty charts were chosen.
QI3.5	Data analysis that describes findings about the frequency, severity and source(s) of the problem(s).	Yes	Of the charts reviewed, 12 were more than 30 and 8 were less than 30.
QI3.6	A comparison of the organization's current performance in the area of study against the previously identified performance goal.	No	No comparison could be made since the performance goal was not quantifiable.
QI3.7	Implementation of corrective action(s) to resolve identified problem(s).	NA	
QI3.8	Re-measurement (a second round of data collection and analysis as described in Standard 5.1.C.4-6) to objectively determine whether the corrective actions have achieved and sustained demonstrable improvement.	Yes	They again did more of an exploratory study to look at the effects of midazolam in the OR.
QI3.9	If the initial corrective action(s) did not achieve and/or sustain the desired improved performance, implementation of additional corrective action(s) and continued remeasurement until the problem is resolved or is no longer relevant.	NA	
QI3.10	As documented in committee and/or staff meeting minutes, and/or in records of educational activities, the findings of quality improvement activities are communicated:		
QI3.10.a	To the governing body.	Yes	
QI3.10.b	Throughout the organization, as appropriate.	Yes	
QI4	Quality Improvement Topic #4 (Name of study):		
QI4.1	A statement of the purpose of the QI study that includes a description of the problem, and an explanation of why it is significant to the organization.		
QI4.2	Identification of the measurable performance goal against which the organization will compare its current performance in the area of study. The goal		

	must be stated in quantitative terms.		
QI4.3	Description of the data that have been or will be collected to determine the organization's current performance.		
QI4.4	Evidence of data collection.		
QI4.5	Data analysis that describes findings about the frequency, severity and source(s) of the problem(s).		
QI4.6	A comparison of the organization's current performance in the area of study against the previously identified performance goal.		
QI4.7	Implementation of corrective action(s) to resolve identified problem(s).		
QI4.8	Re-measurement (a second round of data collection and analysis as described in Standard 5.1.C.4-6) to objectively determine whether the corrective actions have achieved and sustained demonstrable improvement.		
QI4.9	If the initial corrective action(s) did not achieve and/or sustain the desired improved performance, implementation of additional corrective action(s) and continued re-measurement until the problem is resolved or is no longer relevant.		
QI4.10	As documented in committee and/or staff meeting minutes, and/or in records of educational activities, the findings of quality improvement activities are communicated:		
QI4.10.a	To the governing body.		
QI4.10.b	Throughout the organization, as appropriate.		
QI5	Quality Improvement Topic #5 (Name of study):		
QI5.1	A statement of the purpose of the QI study that includes a description of the problem, and an explanation of why it is significant to the organization.		
QI5.2	Identification of the measurable performance goal against which the organization will compare its current performance in the area of study. The goal must be stated in quantitative terms.		
QI5.3	Description of the data that have been or will be collected to determine the organization's current performance.		
QI5.4	Evidence of data collection.		
QI5.5	Data analysis that describes findings about the frequency, severity and source(s) of the problem(s).		

QI5.6	A comparison of the organization's current performance in the area of study against the previously identified performance goal.		
QI5.7	Implementation of corrective action(s) to resolve identified problem(s).		
QI5.8	Re-measurement (a second round of data collection and analysis as described in Standard 5.1.C.4-6) to objectively determine whether the corrective actions have achieved and sustained demonstrable improvement.		
QI5.9	If the initial corrective action(s) did not achieve and/or sustain the desired improved performance, implementation of additional corrective action(s) and continued re-measurement until the problem is resolved or is no longer relevant.		
QI5.10	As documented in committee and/or staff meeting minutes, and/or in records of educational activities, the findings of quality improvement activities are communicated:		
QI5.10.a	To the governing body.		
QI5.10.b	Throughout the organization, as appropriate.		
ASK.1	How many studies has the organization conducted in the previous 12 month period?		
	Consultative Comments		<p>Consultative Comments</p> <p>When repeating a previous QI study to see if the progress was sustained, reference the previous study in Step One with a summary of results and an explanation as to why there is a need to study it further.</p> <p>Give enough information in the purpose (step one) and significance of the problem category so that anyone would be able to pick up the report and fully understand why it was important to do at this time.</p> <p>When doing the analysis, make sure that you are giving information on the potential root cause of the problem or potential reasons as to why the results are what they are.</p>

Chapter 5 - Quality Management and Improvement - Risk Management II

Standard	Compliance Rating	Comments
Subchapter II - Risk Management: An accredited organization develops and maintains a program of risk management appropriate to the organization, designed to protect the life and welfare of the organization's patients and employees. Such an organization meets the following Standards.		
Overall Subchapter Compliance Level	Fully Compliant	
A The organization has a written risk management program and/or policies.	Fully Compliant	There is a well-defined risk management policy in place as well as specific policies on an employee who may be incapacitated or impaired. There is also a separate policy on traffic in the surgical center describing who has access and when patient consent is required.
Elements of Compliance The written risk management program and/or policies address:		
A.1 Methods by which a patient may be dismissed from care or refused care.	Yes	
A.2 Methods for managing a situation in which a health care professional becomes incapacitated during a medical or surgical procedure.	Yes	
A.3 Methods for communicating concerns and taking action regarding an impaired health care professional.	Yes	
A.4 Documentation of responsibility for coverage after normal working hours.	Yes	
A.5 Documentation of clinical advice provided after normal working hours.	Yes	
A.6 Restrictions on observers in patient care areas.	Yes	
A.7 The identification of persons authorized to perform or assist in the procedure area.	Yes	
A.8 Requirements for evidence of patient consent for all persons permitted in patient care areas who are not authorized staff. ¹⁷	Yes	
B The risk management program and/or policies address ongoing processes regarding patient safety and other important issues.	Fully Compliant	The definition of an adverse event is comprehensive and includes all the required elements. There is a binder that holds written complaints, the response or actions taken and a root cause analysis if warranted.
Elements of Compliance		

	At minimum, the following processes are addressed:		
B.1	Encouraging the reporting of near-miss events.	Yes	
B.2	The communication of reportable events as required by law and regulation.	Yes	
B.3	The periodic review of all litigation involving the organization and its staff and health care professionals.	Yes	
B.4	The ongoing review of patient complaints and grievances that includes defined response times, as required by law and regulation.	Yes	
B.5	The documentation of timely notification to the professional liability insurance carrier when adverse or reportable events occur.	Yes	
B.6	Periodic review of clinical records and clinical record policies.	Yes	
B.7	Other state or federal risk management requirements.	Yes	
C	The governing body has designated a person or committee as responsible for implementation, ongoing management, and consistent application of the risk management program and/or policies throughout the organization, including all departments and service locations.	Fully Compliant	The Administrator is the designated risk management person who fields complaints and addresses patient concerns.
D	The organization's risk management program and/or policies define incidents and adverse incidents.	Fully Compliant	The policy addresses all the elements listed below as required. The incident form used which is now online has drop down menus which allow for the employee to indicate if it is a near miss or potential threat.
	Elements of Compliance		
D.1	The definition of an incident includes any clinical or non-clinical occurrence that is not consistent with the routine care or operation of the organization. Incidents may involve patients, visitors, employees, and medical or dental staff members.	Yes	
D.2	The definition of an adverse incident includes:		
D.2.a	An unexpected occurrence during a health care encounter involving patient death or serious physical or psychological injury or illness, including loss of limb or function, not related to the natural course of the patient's illness or underlying condition.	Yes	
D.2.b	Any process variation for which a recurrence carries a significant chance of a serious adverse outcome.	Yes	
D.2.c	Events such as actual breaches in medical care, administrative procedures, or other events resulting in an outcome that is not associated with the standard of care or acceptable risks associated with the provision of care and service for a	Yes	

	patient		
D.2.d	All events involving reactions to drugs and materials.	Yes	
D.2.e	Circumstances or events that could have resulted in an adverse event (i.e., near-miss events).	Yes	
E	Incidents and adverse incidents are reviewed and corrective actions are taken as needed.	Fully Compliant	Incidents are reviewed by the Medical Director. Incident reports are taken to the Quality Committee. The Quality Committee recommends change to policy as appropriate. Recommendations go to the board for approval. The board approves the policy change and it is put into effect.
	Elements of Compliance		
E.1	All incidents are reviewed.	Yes	
E.2	When appropriate, incidents are acted upon.	Yes	
E.3	All adverse incidents are analyzed to identify the basic or causal factors underlying the incident and potential improvements in processes or systems, if any exist, to reduce the likelihood of such incidents in the future.	Yes	
E.4	Improvements that reduce the likelihood of future adverse incidents are implemented, when indicated.	Yes	
	Consultative Comments		<u>Consultative Comments</u>
	¹ Examples of unauthorized persons include students, visiting physicians, health care industry representatives, surveyors, maintenance workers, vendors, etc.		

Chapter 6 - Clinical Records and Health Information

Standard		Compliance Rating	Comments
	An accreditable organization maintains electronic and/or paper clinical records and a health information system. Such an organization meets the following Standards.		
	The <i>Clinical Records Worksheet</i> , found in the Tools section of the Accreditation Handbook, may be useful in assessing your organization's compliance with Chapter 6 Standards.		
	Overall Chapter Compliance Level	Fully Compliant	The clinical records reviewed were all paper charts, although the organization is moving to an EHR and hope to be more operational with this soon. They do have a medical record room which is locked and it stores paper files. They hope to be able to scan the paper charts into the EHR system.
	Number of patient files reviewed during the survey:	10	
	Description of how records were selected:		Charts that reflected a patient transfer, complication, and other typical diagnoses were chosen. Since about 40% of their procedures constitute infant circumcision, several infant charts were also chosen.
A	A system for the accurate collection, processing, maintenance, storage, retrieval, and distribution of clinical records is maintained.	Fully Compliant	The Office Administrator is responsible for the overall supervision of the clinical records process. There are policies in place for the security of records, retention of records and back up of data. Passwords are changed regularly and there is a 15-minute time out on the computers.
	Elements of Compliance		
A.1	A designated person is in charge of clinical records.	Yes	
A.2	A designated person is in charge of the health information system.	Yes	
A.3	The system includes measures to ensure adherence to written policies and procedures.	Yes	
A.4	The system is monitored on a regular basis.	Yes	
B	Written policies for clinical records are present.	Fully Compliant	There are designated written policies on medical records which delineate the chart order, storage, access, etc. The organization does use an off storage medical record vendor for charts older than two years. These charts can be accessed in a timely manner if needed. They follow state laws on the retention of records.

	Elements of Compliance At a minimum, the written policies address:		
B.1	The confidentiality of patient information in the clinical record.	Yes	
B.2	The security of information, including accountability for editing, deletion, and access of clinical record content	Yes	
B.3	The release of patient records.	Yes	
B.4	The protection of records from damage or loss, including back-up systems for electronic records.	Yes	
B.5	Methods of deterring unauthorized access to electronic and/or paper records.	Yes	
B.6	Ensuring timely access to individual records.	Yes	
B.7	The retention of active records.	Yes	
B.8	The retirement of inactive records.	Yes	
C	Clinical records are maintained in a manner that facilitates the provision of safe care.	Fully Compliant	Records are stored in a records room which remains locked. All charts reviewed were legible and in a consistent order.
	Elements of Compliance		
C.1	Except when otherwise required by law, the content and format of clinical records, including the sequence of information, are organized in a consistent manner.	Yes	
C.2	Clinical record entries are legible, including items that are scanned into an electronic record.	Yes	
C.3	Clinical record entries are easily accessible within the record to the organization's personnel.	Yes	
C.4	All clinical information relevant to a patient is readily available to authorized personnel any time the organization is open to patients.	Yes	
C.5	Patients are given the opportunity to approve or refuse release of records, except when release is permitted or required by law.	Yes	
D	Except when otherwise required by law, any record that contains clinical, social, financial, or other data about a patient is treated as strictly confidential.	Fully Compliant	Through policy review and observation, it is evident that the clinical records are properly protected and secure.
	Elements of Compliance		

D.1	Written policies require strict confidentiality of information in the clinical record.	Yes	
D.2	Interviews and observation confirm that patient data is handled confidentially.	Yes	
E	An individual clinical record is established for each person receiving care.	Fully Compliant	Each patient chart has a unique patient identifier, as well as patient name and other demographic data.
	Elements of Compliance Each record includes, at a minimum:		
E.1	Name.	Yes	
E.2	Identification number, if used in the organization's system.	Yes	
E.3	Date of birth.	Yes	
E.4	Gender.	Yes	
E.5	Responsible party.	Yes	
F	Clinical record entries are consistent across records.	Fully Compliant	The AdvantX system is in place and is password protected. The medical charts remain as paper charts, although some record keeping processes including scheduling, incident reporting, satisfaction survey reports and billing is electronic. The policies and procedures are also accessed in an electronic format. Medical records reviewed contained all the necessary components and were well maintained demonstrating a consistent order.
	Elements of Compliance Entries in a patient's clinical record for each visit include, at a minimum:		
F.1	Date.	Yes	
F.2	Department, if departmentalized.	Yes	
F.3	Chief complaint or purpose of visit.	Yes	
F.4	Clinical findings.	Yes	
F.5	Studies ordered, such as laboratory or x-ray studies.	Yes	
F.6	Care rendered and therapies administered.	Yes	
F.7	Any changes in prescription and non-prescription medication with name and dosage, when available.	Yes	
F.8	Discharge diagnosis or impression.	Yes	

F.9	Disposition, recommendations, and instructions given to the patient	Yes	
F.10	Verification of contents by health care professionals.	Yes	
F.11	Signature of, or authentication by, the health care professional on the clinical record entries.	Yes	
G	The presence or absence of allergies, sensitivities and other reactions to drugs, materials, food and environmental factors is recorded in a prominent and consistently defined location in all clinical records.	Fully Compliant	All charts reviewed documented the allergy and the reaction. They use a bright pink label on the chart to denote allergies and reactions. All charts included this information along with the medication reconciliation form on the charts.
	Elements of Compliance		
G.1	Clinical records document that patients are asked to provide information about allergies and sensitivities at each encounter.	Yes	
G.2	Clinical records indicate that patients are asked to provide information about other reactions at each encounter.	Yes	
G.3	Information about allergies, sensitivities and reactions is recorded in a prominent and consistently defined location in all clinical records.	Yes	
G.4	Such information is verified at each patient encounter and updated when changes are reported.	Yes	
H	Reports, histories and physicals, progress notes, and other patient information such as laboratory reports, x-ray readings, operative reports, and consultations, are reviewed and incorporated into the record, as required by the organization's policies.	Fully Compliant	Discharge summaries for hospital transfers are present for each patient transferred to an acute care facility. H&Ps were present in each chart as well as the results from collected specimens.
	Elements of Compliance		
H.1	There is evidence that such items were reviewed in accordance with policy prior to incorporation into the record.	Yes	
H.2	Such items have been incorporated into the clinical record.	Yes	
H.3	The date of entry is documented in the record.	Yes	
I	Clinical records document discussions with the patient concerning the necessity, appropriateness, and risks of the proposed care, surgery, or procedure, as well as discussions of treatment alternatives, as applicable.	Fully Compliant	The informed consent goes into some detail as to the procedure, and risks of the proposed surgery or procedure. The pre-surgery information documents history, current symptoms and necessity of the procedure.
J	Any notation in a patient's clinical record indicating diagnostic or therapeutic intervention as part of clinical research is clearly contrasted with entries regarding the provision of non-research related care.	Not Applicable	

K	Clinical records demonstrate that the organization ensures continuity of care for its patients.	Fully Compliant	Transfer forms are completed and included with a copy of the patient's chart when a patient is transferred to the hospital. There is a check-off sheet that is also completed. It was present and completed on two out of three reviewed transfer charts. Even though the checklist was not complete, all items were present in the chart.
	Elements of Compliance		
K1	If a patient's primary or specialty care provider(s) or health care organization is elsewhere, timely summaries or pertinent records necessary for continuity of patient care are:		
K1.a	Obtained from the external provider(s) or organization.	Yes	
K1.b	Incorporated into the clinical record.	Yes	
K1.c	Provided to the external health care professional as appropriate and in accordance with 6.C.5.	Yes	
K2	Clinical records include documentation regarding missed and canceled appointments, if any.	Yes	
K3	Clinical records include documentation of medical advice given to a patient by text, e-mail, or telephone, including medical advice provided after-hours, if any.	Yes	
K4	If a patient has had three or more visits/admissions, or if a clinical record is complex and lengthy, a summary of past and current diagnoses or problems, including past procedures, is present in the record to facilitate the continuity of care.	Yes	
	Consultative Comments		Consultative Comments

Chapter 7 - Infection Prevention, Control, and Safety

Standard		Compliance Rating	Comments
	An accreditable organization provides health care services while adhering to safe practices for patients, staff, and all others. The organization maintains ongoing programs designed to (1) prevent and control infections and communicable diseases, and (2) provide a safe and sanitary environment of care.		
	Subchapter I - Infection Prevention and Control: An accreditable organization maintains an active and ongoing infection prevention and control program that meets the following Standards:		
	Overall Subchapter Compliance Level	Fully Compliant	Maryland Surgery Center for Women, LLC (MSSW) has an active and ongoing infection prevention and control program that is applicable to their surgical center and the services they provide. The center has a comprehensive exposure control plan that is well documented and utilizes CDC, APIC, OSHA and AORN guidelines.
A	The organization has a written program for infection prevention and control. Elements of Compliance The written infection prevention and control program is:	Fully Compliant	The centers infection prevention and control program is approved by their governing body. The center utilizes a well-documented infection prevention risk assessment
A.1	Approved by the governing body.	Yes	
A.2	Relevant to the organization as demonstrated by a formal, documented infection prevention risk assessment.	Yes	
A.3	Based on nationally-recognized infection prevention and control guidelines considered and selected by the governing body.	Yes	
A.4	An integral part of the organization's quality improvement program, as demonstrated by applicable policies and procedures, and by surveillance and monitoring activities.	Yes	
A.5	In compliance with all applicable state, federal and/or tribal requirements including, but not limited to, OSHA.	Yes	
B	The written infection prevention and control program describes how infections and communicable diseases are prevented, identified, and managed.	Fully Compliant	The center has a hand hygiene program that utilizes CDC guidelines.

	Elements of Compliance		
B.1	The program requires immediate implementation of corrective and preventive measures when problems are identified.	Yes	
B.2	To reduce the risk of health care-acquired infection, the program requires education and active surveillance consistent with:		
B.2.a	WHO, CDC, or other nationally-recognized guidelines for hand hygiene.	Yes	
B.2.b	CDC or other nationally-recognized guidelines for safe injection practices.	Yes	
B.3	A written policy outlines appropriate hand hygiene using products according to the product manufacturer's instructions for use.	Yes	
C	The infection prevention and control program is under the direction of a designated and qualified health care professional with training and current competence in infection prevention and control.	Fully Compliant	The infection prevention program is under the direction of a registered nurse who has taken an online infection prevention course.
	Elements of Compliance		
C.1	The governing body or its designee has assigned a qualified health care professional to direct the program.	Yes	
C.2	There is documented evidence that the assigned person:		
C.2.a	Has obtained training in infection prevention and control.	Yes	
C.2.b	Demonstrates current competence in infection prevention and control.	Yes	
D	Safe processes are used for the cleaning, decontamination, high-level disinfection, and sterilization of instruments, equipment, supplies, and implants.	Fully Compliant	High-level disinfection is performed according to manufacturer's instructions and nationally recognized guidelines. The center has a written policy that identifies the process used when instruments fail to meet sterilization parameters. This process was also appropriately vocalized by their staff. All sterile packs were found to be stored appropriately to maintain their sterility. No outdated packs were found by this surveyor.
	Elements of Compliance		
D.1	Sterilization equipment is available, if needed.	Yes	
D.2	Internal and external indicators, including biological indicators, are used with items undergoing sterilization.	Yes	

D.3	A written policy addresses the identification and processing of medical equipment and instruments that fail to meet high-level disinfection or sterilization parameters.	Yes	
D.4	Cleaning, decontamination, high-level disinfection, and sterilization processes adhere to:		
D.4.a	Nationally recognized guidelines.	Yes	
D.4.b	Manufacturer's instructions for use.	Yes	
D.4.c	State and federal guidelines.	Yes	
D.5	A written policy is in place for monitoring and documenting the cleaning, decontamination, high-level disinfection, and sterilization of medical equipment, accessories, instruments, and implants.	Yes	
D.6	Observation confirms that sterile packs of equipment and instruments are handled and stored to maintain their sterility.	Yes	
E	A written sharps injury prevention program is present in the organization.	Fully Compliant	The center has a sharps injury prevention program which is well documented in their policy and procedures. Sharps containers have been placed throughout the center and are secured to the wall to prevent tampering. No overfilled containers were noted by this surveyor.
	Elements of Compliance At minimum, the program requires:		
E.1	Disposal of intact needles and syringes into appropriate puncture-resistant sharps containers, in accordance with current state and federal guidelines.	Yes	
E.2	Placement of sharps containers in appropriate care areas, secured from tampering.	Yes	
E.3	Replacement of sharps containers when the fill line is reached.	Yes	
E.4	Handling, storage, and disposal of filled sharps containers in accordance with applicable regulations.	Yes	
F	Safeguards are in place to protect patients and others from cross-infection.	Fully Compliant	The center does not schedule known infectious patients for surgery. If a patient is suspected to have an infectious process, standard and airborne precautions are utilized until the patient can be transported to an appropriate facility.
	Elements of Compliance At minimum, the organization has written policies and procedures that ensure:		
F.1	The isolation or immediate transfer of patients with communicable diseases.	Yes	

F.2	Public health authorities are notified of reportable conditions.	Yes	
F.3	The sources and transmission of infections are minimized through adequate surveillance procedures.	Yes	
F.4	The following are adequate to protect patients and others from cross-infection:		
F.4.a	Space.	Yes	
F.4.b	Equipment.	Yes	
F.4.c	Supplies.	Yes	
F.4.d	Personnel.	Yes	
G	Written policies address the cleaning of patient treatment and care areas.	Fully Compliant	The center has an appropriate policy and procedure for cleaning of the operating room. Policies and procedures for cleaning of patient treatment and care areas are appropriate, applicable and CDC referenced.
	Elements of Compliance At minimum, the organization has written policies and procedures that ensure:		
G.1	Cleaning before use.	Yes	
G.2	Cleaning between patients.	Yes	
G.3	Terminal cleaning frequency based upon use of the area.	Yes	
G.4	Requirements for using cleaning products according to the manufacturer's instructions for use.	Yes	
H	Medical devices for use with multiple patients are processed between patients according to the manufacturer's instructions or nationally-recognized guidelines, whichever are more stringent.	Fully Compliant	Medical devices are cleaned per manufacturer's instructions.
	Elements of Compliance		
H.1	Policies provide direction for how such devices are processed or cleaned.	Yes	
H.2	Manufacturer's instructions and/or nationally-recognized guidelines are available to appropriate staff.	Yes	
H.3	There is documented evidence of training and competency assurance of staff responsible for processing or cleaning these devices.	Yes	
	Consultative Comments		<u>Consultative Comments</u>

			<p>A good number of the center's policy and procedures are not referenced by the agency that was utilized to write the policy. Suggest that they review their policy and procedures and reference them appropriately.</p> <p>Suggest having the registered nurse who is in charge of infection prevention take APIC courses to increase her knowledge regarding infection prevention standards and practices.</p>
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Chapter 7 - Safety

Standard		Compliance Rating	Comments
	Subchapter II - Safety: An accreditable organization adheres to safe practices for patients, staff, and others and meets the following Standards:		
	Overall Subchapter Compliance Level	Fully Compliant	The center has an appropriate safety program that is applicable to the care and services they provide to their patients.
A	A written safety program approved by the governing body addresses the environment of care, the safety of patients, staff, and others, and meets or exceeds local, state, or federal safety requirements.	Fully Compliant	A falls prevention program is in place that is reviewed and monitored by the QA/PI committee. The center has a risk management program which is in accordance with federal, state, local and accrediting body regulations and guidelines. The center only uses first names as patient identifiers.
	Elements of Compliance		
A.1	The governing body has approved the written safety program.	Yes	
A.2	At minimum, the written program includes:		
A.2.a	Processes for managing identified hazards, potential threats, near misses, and other safety concerns.	Yes	
A.2.b	Processes to reduce and avoid medication errors.	Yes	
A.2.c	Practices employed to prevent falls and other physical injuries.	Yes	
A.2.d	The accurate and timely reporting of falls or physical injuries.	Yes	
A.2.e	The consistent use of unique patient identifiers throughout a patient's care.	Yes	
A.2.f	Practices employed to prevent skin and tissue injury from chemicals, cleaning solutions, and other hazardous exposure.	Yes	
A.2.g	Methods of ensuring that food and drink for patient use is stored, prepared, served, and disposed of in compliance with local, state, and federal guidelines.	Yes	
A.2.h	A process to assess and, where necessary, reduce risks associated with physical hazards. ¹⁸	Yes	
B	The governing body has designated a specific person or committee as responsible for the organization's safety program.	Fully Compliant	The centers materials management supervisor is in charge of their safety program. She is very knowledgeable and does an excellent job in her position.

C	Personnel trained in basic life support (BLS) and the use of cardiac and all other emergency equipment and supplies are present in the facility when patients are present.	Fully Compliant	All professional staff are either BLS or ACLS certified. The organization performs circumcisions for patients ages 1 day to 30 days. In the state of Maryland, a GYN provider performs circumcisions. When circumcisions are performed in the facility, there is always a staff member present who is PALS certified.
	Elements of Compliance		
C.1	Personnel files include documentation of current BLS certification.	Yes	
C.2	There is documentation of training in the use of cardiac and all other emergency equipment and supplies.	Yes	
C.3	A policy requires the presence of trained and currently certified personnel when patients are present.	Yes	
D	A written policy and process addresses the recall of items including drugs and vaccines, blood and blood products, medical devices, equipment and supplies, and food products.	Fully Compliant	The center has a policy in place that addresses the recall of supplies, equipment and medical devices. The center does not store or provide any blood products for their patients. Drug recalls are handled per pharmacy policy and procedures. The FDA, manufacturers and local and state sources are utilized as sources of recall information.
	Elements of Compliance At minimum, the policy addresses:		
D.1	Sources of recall information (FDA, CDC, manufacturers, and other local, state, or federal sources).	Yes	
D.2	How applicable staff members are notified.	Yes	
D.3	How the organization determines if a recalled product is present or has been given or administered to patients.	Yes	
D.4	The response to recalled products.	Yes	
D.5	The disposition or return of recalled items.	Yes	
D.6	Patient notification, as appropriate.	Yes	
E	All products, including medications, reagents, solutions, and supplies that have a manufacturer's printed expiration date are monitored and disposed of in compliance with facility policy and manufacturers' guidelines.	Fully Compliant	
	Elements of Compliance At minimum, the program requires:		

E.1	A written policy for the monitoring and disposal of products with expiration dates is present.	Yes	
E.2	The policy describes the process for ensuring that products with a manufacturer's printed expiration date are monitored for currency.	Yes	
E.3	The policy for disposal or return of expired items complies with prevailing laws and regulations, and manufacturer guidelines.	Yes	
F	A system exists for the proper identification, management, handling, transport, and disposal of hazardous materials and wastes, whether solid, liquid, or gas.	Fully Compliant	The centers biohazardous materials are handled and transported by Environmental Management Services, a contracted company the center utilizes.
	Elements of Compliance		
F.1	Hazardous materials and waste are properly labeled.	Yes	
F.2	Hazardous materials and waste are managed and disposed of in accordance with prevailing laws and regulations.	Yes	
F.3	Staff responsible for hazardous waste management and disposal demonstrate knowledge of prevailing laws and regulations.	Yes	
G	The temperature of items that are frozen, refrigerated, and/or heated is continuously monitored to ensure that the product manufacturer's recommended temperature range is maintained.	Fully Compliant	There is an electronic thermometer that has been placed in the centers sterile room to monitor the rooms temperature. The temperature is monitored and logged daily.
	Elements of Compliance		
G.1	A mechanism is present for continuously measuring the temperature of frozen, refrigerated, and/or heated items.	Yes	
G.2	Logs or other documentation demonstrate that temperature monitoring occurs.	Yes	
G.3	Recommended temperature ranges are readily available to staff performing the monitoring function.	Yes	
G.4	Documentation and/or interviews confirm that staff performing the monitoring function have been trained what to do if the temperature falls outside of the recommended range.	Yes	
H	Reprocessing of manufacturer-labeled single-use devices complies with FDA regulation and is limited to devices approved for reprocessing in accordance with FDA 510(k) clearance.	Not Applicable	The center does not use single use devices.

	Elements of Compliance At minimum, the organization has written policies and procedures that ensure:		
H.1	Documentation demonstrates that reprocessed single-use devices have been approved for reprocessing in accordance with FDA 510(k) clearance. NOTE: This element may only be rated NA if the overall Standard does not apply.	NA	
H.2	If a third-party reprocessor is used, documentation demonstrates that the reprocessor is FDA-registered.	NA	
H.3	If reprocessing is conducted in-house, documentation demonstrates that the organization is FDA-registered.	NA	
I	If medical devices are provided to patients, instructions to the patients regarding use of the devices are documented.	Not Applicable	Medical devices are not provided to the center's patients.
J	Prior to use, appropriate education is provided to intended operators of newly-acquired devices or products to be used in the care of patients.	Fully Compliant	The center's safety officer is responsible for educating staff regarding any newly-acquired products.
	Elements of Compliance		
J.1	A designated person is responsible for ensuring that clinical education occurs prior to the use of the devices or products.	Yes	
J.2	Vendor representatives are not used as the sole source for clinical education.	Yes	
K	Fire prevention and safety are addressed in the written safety program.	Fully Compliant	Fire prevention for the center is addressed in their safety program. The center performs quarterly fire drills and fire safety instructions are included in the staffs annual HealthStream requirements.
	Elements of Compliance		
K.1	Policies and procedures to educate medical staff members, employees, volunteers, and other providers and personnel in fire prevention and fire hazard reduction are followed.	Yes	
K.2	The safety program requires that fire safety, fire prevention, and fire drills are included in the surveillance activities of personnel responsible for safety and risk management.	Yes	
L	Health care workers are protected from biologic hazards, consistent with state, federal, and CDC guidelines.	Fully Compliant	The center's staff is at low risk for tuberculosis exposure so their tuberculosis respiratory program includes tuberculosis screening at hire and then TB questionnaires are performed annually by staff to assess any risk factors.
	Elements of Compliance		
L.1	The governing body has approved and implemented policies that comply with	Yes	

	all applicable occupational health and safety regulations for health care workers, such as the Occupational Safety and Health Administration (OSHA) rules on Occupational Exposure to Bloodborne Pathogens (Title 29 CFR 1910.1030) designed to eliminate and/or minimize employee exposures.		
L2	A written exposure control plan is reviewed and updated at least annually, including an evaluation of the availability of safer medical devices and changes in technology.	Yes	
L3	The organization has an effective program addressing bloodborne pathogens including, at minimum, all of the following: a. Hepatitis B vaccination program. b. Post-exposure evaluation and treatment c. Appropriate training in and communication of hazards to employees. d. Appropriate record keeping and management.	Yes	
L4	An immunization program for other infectious agents of risk to health care workers and their patients.	Yes	
L5	A tuberculosis respiratory protection program.	Yes	
L6	Programs that address other relevant biological hazards, such as bioterrorism, as needed for employee safety and health.	Yes	
M	A program is maintained to assess and reduce risks associated with occupational chemical exposures. Elements of Compliance At minimum, the program includes:	Fully Compliant	The center has an up to date SDS manual which is kept in the center's PACU area.
M1	A hazard assessment of chemicals used in the workplace, conducted at least annually and as new products are added.	Yes	
M2	Engineering measures to reduce the risk of chemical exposure.	Yes	
M3	Worker training programs, as documented in personnel files, meeting minutes, or in another manner.	Yes	
N	Work injuries and illnesses are appropriately documented and investigated with records maintained as applicable.	Fully Compliant	Work illnesses and injuries are documented via an employee incident report form. When an employee is injured, AMSURCs risk management department is notified and an appropriate investigation is performed. Medical documentation regarding the incident is kept in the employee's medical chart.
	Elements of Compliance		
N1	Work injury and illness records are documented and maintained in accordance	Yes	

	with state and federal reporting requirements and any other insurance requirements.		
N.2	Work injury and illness records detail the issue and any investigation of the occurrence.	Yes	
N.3	Work injury and illness health records are maintained in compliance with state and federal confidentiality and security standards (e.g., OSHA). ¹⁸ Examples include ergonomic exposures, violence in the workplace, and external physical threats such as terrorism.	Yes	
	Consultative Comments		<u>Consultative Comments</u> Suggest dating sterile containers when they are opened.

Chapter 8 - Facilities and Environment

Standard		Compliance Rating	Comments
	An accreditable organization provides a functionally safe and sanitary environment for its patients, personnel, and visitors, as demonstrated by meeting the following Standards.		
	Overall Chapter Compliance Level	Fully Compliant	The center has recently undergone renovations which has increased their PACU bed number to eight. The center is modern, up to date and extremely clean and well maintained. The center has one OR suite and two procedure rooms, one of which is used for storage. The center is considering increasing their services and capabilities since the renovations have increased their bed number.
A	The facility is in compliance with applicable building codes and regulations.	Fully Compliant	The center is in compliance with all applicable building codes and regulations.
	Elements of Compliance		
A.1	An approved occupancy permit demonstrates compliance with applicable state and local building codes and regulations. ¹⁹	Yes	
A.2	Documentation of periodic inspection by the local or state fire authority is present, if this service is available in the community.	Yes	
B	The facility is equipped to protect occupants from fire.	Fully Compliant	The center meets local fire code regulations. The center has a sprinkler system and appropriately spaced fire extinguishers which are checked monthly by the facilities staff. The center now has fire extinguishers located within the center itself.
	Elements of Compliance		
B.1	The facility contains fire extinguishers to control small fires and/or facilitate evacuation in the event of a fire emergency. ²⁰		
B.1.a	Fire extinguishers are provided at visually obvious locations such that the nearest "2A" or larger extinguisher is no more than 75 feet walking distance from any location in the facility.	Yes	
B.1.b	Monthly inspections of the extinguishers are conducted, as demonstrated by current inspection tags or logs.	Yes	

B.1.c	Documentation of annual inspection of the extinguishers in accordance with manufacturer's instructions is present.	Yes	
B.1.d	If more than five gallons of flammable liquid (including alcohol-based hand rub) are present, the nearest visually obvious "20B" or larger extinguisher is no more than 50 feet walking distance from any location in the facility.	NA	
B.2	The facility has emergency lighting to facilitate evacuation during loss of normal power.	Yes	
B.3	If a fire alarm and/or suppression system is present, inspection, testing and maintenance are performed and documented per manufacturer recommendations and the requirements of fire authorities having jurisdiction (AHJ).	Yes	
C	The facility is designed to provide safe exiting in an emergency.	Fully Compliant	Exit signs are illuminated and have emergency power capability. The center also has plug in flashlights in their hallway to use in an emergency situation.
	Elements of Compliance		
C.1	The facility has prominently displayed illuminated exit signs with emergency power capability at all exits, including exits from each floor or hall.	Yes	
C.2	If the facility has stairwells that are part of the required exiting, they are enclosed in fire walls, including fire-rated doors.	Yes	
D	The facility is operated in a safe and secure manner.	Fully Compliant	The center is located in an office building in downtown Rockville, Maryland. To achieve access to patient care areas, the receptionist must open the door for patients and/or family members to have access.
	Elements of Compliance		
D.1	Written policies addressing safety and security practices are present.	Yes	
D.2	Observation and/or interviews confirm that security practices are followed.	Yes	
E	The physical environment supports patient comfort and privacy.	Fully Compliant	The center's reception area is appropriate for patient and visitor volume. The reception/information desk is private from the waiting area and provides privacy for patients when checking in for their surgical procedure. The center's PACU beds are separated by curtains which provides privacy for examinations and treatments.
	Elements of Compliance		
E.1	Reception areas and restroom facilities are appropriate for patient and visitor volume.	Yes	

E.2	Examination rooms, dressing rooms, and reception areas are constructed and maintained to ensure patient privacy during interviews, examinations, treatment, and consultation.	Yes	
E.3	Smoking is prohibited within the facility.	Yes	
E.4	Provisions are made to reasonably accommodate disabled individuals.	Yes	
E.5	Adequate lighting and ventilation are provided in all areas.	Yes	
E.6	Observation and interviews confirm that the space allocated for a particular function or service is adequate for the activities performed therein.	Yes	
F	Facilities are clean and properly maintained. ²¹	Fully Compliant	The center is well maintained and extremely clean.
G	There are no visible hazards that might lead to slipping, falling, electrical shock, burns, poisoning, or other trauma.	Fully Compliant	
H	A comprehensive written emergency and disaster preparedness plan addresses internal and external emergencies.	Fully Compliant	The center has an applicable written emergency and disaster preparedness plan which addresses internal and external emergencies.
	Elements of Compliance		
H.1	A comprehensive written emergency and disaster preparedness plan to address internal and external emergencies is present.	Yes	
H.2	The plan includes a provision for the safe evacuation of individuals during an emergency, especially individuals who are at greater risk.	Yes	
H.3	The plan includes participation in community health emergency or disaster preparedness, if applicable.	Yes	
I	Scenario-based drills of the internal and external emergency and disaster preparedness plan are conducted.	Fully Compliant	The center performs scenario-based drills which has included active shooter, bomb threat and Bioterrorism. Drills are held quarterly which includes a CPR drill. Malignant Hypertension drills are also conducted at the center. A written evaluation for each drill is accomplished and any deficiencies are addressed.
	Elements of Compliance		
I.1	All drills are scenario-based.	Yes	
I.2	At least one drill is conducted each calendar quarter.	Yes	
I.3	One of the quarterly drills is a cardiopulmonary resuscitation (CPR) technique drill, as appropriate to the organization.	Yes	

1.4	A written evaluation of each drill is completed.	Yes	
1.5	Any needed corrections or modifications to the emergency plan are implemented promptly.	Yes	
J	Medical equipment is appropriately maintained.	Fully Compliant	The center's medical equipment is well maintained with documented evidence of preventive maintenance. Periodic calibration is also performed according to manufacturer's instructions.
	Elements of Compliance		
J.1	Written policies and procedures for equipment maintenance are present.	Yes	
J.2	At minimum, the policies address:		
J.2.a	Standardized use of the equipment.	Yes	
J.2.b	Requirements for periodic calibration according to manufacturer's specifications (if equipment requiring calibration is used).	Yes	
J.2.c	Requirements for periodic testing and preventive maintenance according to manufacturer specifications.	Yes	
J.3	Documentation of periodic calibration according to manufacturer's specifications is present (if equipment requiring calibration is used).	Yes	
J.4	Documentation of preventive maintenance according to manufacturer's instructions is present.	Yes	
K	Appropriate emergency equipment and supplies are maintained and are readily accessible to all areas of each patient care service site.	Fully Compliant	The center has appropriate emergency equipment, medications and supplies which are accessible to all of the patient care areas. The emergency cart which includes medications and emergency equipment is located just inside the surgical suite area and is easily accessible to the center's PACU staff. The center has a separate pediatric suite area which is located across the hall from the center. This suite houses three procedure rooms and waiting areas for infants (and families) who will be undergoing circumcisions. There is a pediatric emergency bag located in the pediatric suite which includes a Broselow tape and emergency airway equipment. If needed, the emergency medication cart is brought in from the surgical suite located directly across the hall. Emergency supplies are well maintained and interviews with staff confirm that the equipment is accessible to all areas of the center.
	Elements of Compliance		
K.1	A written policy is present defining the minimum equipment and supplies required for:		

K.1 a	Medical emergencies.	Yes	
K.1 b	Other emergencies.	Yes	
K.2	Observation and Interviews confirm that the required emergency equipment and supplies are maintained.	Yes	
K.3	Emergency equipment and supplies are readily accessible to all areas of each patient care service site.	Yes	
L	If the facility will undergo a demolition, construction, or renovation project while occupied, a proactive and ongoing risk assessment for existing or potential environmental hazards is documented.	Fully Compliant	At this time the facility is not undergoing any renovations or construction.
	Elements of Compliance		
L.1	If such a project is planned or has occurred, documentation of the proactive and ongoing risk assessment is present.	NA	
L.2	The assessment includes the steps taken to mitigate identified risks.	NA	
L.3	If no such project is planned or has occurred, staff demonstrates knowledge of procedures in place to ensure the risk assessment would occur when needed.	Yes	
	Consultative Comments		Consultative Comments Consider placing emergency medications in the pediatric suite for easy accessibility, just in case the emergency medication cart is in use. Consider using the extra refrigerator under the ice machine for refrigerating IV fluids for MH care/emergencies.
	¹⁹ May be NA for some federal and tribal facilities.		
	²⁰ Extinguishers rated for both A and B type fires, such as "2A-40B," meet the requirements for elements B.1.a. and B.1.d.		
	²¹ Elements of "Clean and properly maintained" include but are not limited to: Surfaces are free of dust and visible soil; wall finishes are smooth, uniform and easy to clean; lack of mold and rust in the facility; plumbing, window and door hardware, and HVAC systems are in working order; there is no visible damage or wear on electrical receptacles and light switches.		

Chapter 9a - Anesthesia Information

Standard		Compliance Rating	Comments
	Chapter 9a - Anesthesia Info		
	If the organization provides any anesthesia services, please check the appropriate boxes below. If no anesthesia services are provided, leave this page blank.		
	Indicate all levels of anesthesia provided:		
	Local or topical anesthesia is the application of local anesthetic agents, in appropriate doses adjusted for weight.	X	
	Minimal sedation (anxiolysis) is a drug-induced state during which patients respond normally to verbal commands. Although cognitive function and coordination may be impaired, ventilatory and cardiovascular functions are unaffected. Inhaled nitrous oxide in low concentrations that would not reasonably be expected to result in loss of the patient's life-preserving protective reflexes would be considered minimal sedation.		
	Moderate sedation/analgesia (conscious sedation) is a drug-induced depression of consciousness during which patients respond purposefully ²² to verbal commands, either alone or accompanied by light tactile stimulation. No interventions are required to maintain a patent airway, and spontaneous ventilation is adequate. Cardiovascular function is usually maintained.	X	
	Regional anesthesia is the application of anesthetic medication around the nerve or nerves in a major region of the body, which supply the area that is targeted for the abolition of painful neural impulses. No interventions are required to maintain a patent airway, and spontaneous ventilation is adequate. Cardiovascular function is usually maintained.		
	Deep sedation/analgesia is a drug-induced depression of consciousness during which patients cannot be easily aroused but respond purposefully ¹ following repeated or painful stimulation. The ability to independently maintain ventilatory function may be impaired. Patients may require assistance in maintaining a patent airway, and spontaneous ventilation may be inadequate. Cardiovascular function is usually maintained.	X	
	General anesthesia is a drug-induced loss of consciousness during which patients are not arousable, even by painful stimulation. The ability to independently maintain ventilator function is often impaired. Patients often require assistance in maintaining a patent airway, and positive pressure ventilation may be required because of depressed spontaneous ventilation or	X	

	drug-induced depression of neuromuscular function. Cardiovascular function may be impaired.		
	Note: Because sedation is a continuum, it is not always possible to predict how an individual patient will respond. Individuals administering minimal or moderate sedation/analgesia or regional anesthesia should be able to support the respiratory and cardiovascular system of patients who enter a state of deep sedation/analgesia, while those administering deep sedation/analgesia should be able to support the respiratory and cardiovascular system of patients who enter a state of general anesthesia.		
	² Reflex withdrawal from a painful stimulus is NOT considered a purposeful response.		
	Indicate all health care providers privileged to provide anesthesia:		
	Anesthesiologist	X	
	Surgeon		
	CRNA		
	Registered Nurse		
	Anesthesiologist Assistant		
	Others (Please list below):		
	Specify		The center does not utilize nurse anesthetists. Topical anesthesia is utilized for circumstances.

Chapter 9 - Anesthesia Services

Standard		Compliance Rating	Comments
	Chapter 9: Anesthesia Care Services		
	In an accreditable organization, qualified health care professionals provide anesthesia care services in a safe and sanitary environment. Such an organization meets the following Standards.		
	Overall Chapter Compliance Level	Fully Compliant	The center utilizes a contracted anesthesia group. Upon observation by the surveyor, anesthesia care is provided in a safe and sanitary environment.
	Was the delivery of sedation or anesthesia observed?	Yes	
	If so, what level?	General	
	The sedation/anesthesia was provided by:	Anesthesiologist	
	The sedation/anesthesia was supervised by:	N/A	
	Standards A through G apply to all organizations involved in the administration of sedation and anesthesia as defined on page 87 of the 2018 Accreditation Handbook, including those where only local or topical anesthesia or only minimal sedation is administered.		
A	Anesthesia services provided by the organization are limited to those techniques that have been approved by the governing body upon the recommendation of qualified professional personnel.	Fully Compliant	As noted, the center utilizes contracted anesthesiologists from Holy Cross Hospital.
B	Anesthesia is only administered by anesthesiologists, other qualified physicians, dentists, certified registered nurse anesthetists, anesthesia assistants or other qualified health care professionals ²³ approved by the governing body pursuant to Chapter 2.II.	Fully Compliant	Anesthesia is administered only by anesthesiologists who have been credentialled and privileged by the center. Nurse anesthetists do not provide anesthesia services at this center.
C	Anesthesia services are appropriately supervised.	Fully Compliant	Anesthesia services are supervised by the anesthesia director.
	Elements of Compliance		
C.1	The governing body has granted privileges to one or more qualified physicians or dentists to supervise anesthesia services.	Yes	
C.2	Other qualified health care professionals ²³ are directly supervised by a	NA	

	physician or dentist who has been granted privileges for supervision.		
D	Written policies and procedures for anesthesia services are present.	Fully Compliant	The center has well-written policies and procedures for delivery of anesthesia services which includes anesthesia scope of services, anesthesia director responsibilities and pre-anesthesia assessment.
	Elements of Compliance At minimum, the policies address:		
D.1	Education, training, and supervision of personnel.	Yes	
D.2	Responsibilities of non-physician anesthetists.	NA	
D.3	Responsibilities of supervising physicians and dentists.	Yes	
E	The informed consent of the patient or of the patient's representative, if applicable, is obtained before the procedure is performed. ²⁴	Fully Compliant	The patient signs an informed consent for surgery and a separate informed consent for anesthesia.
F	Resuscitation equipment is available.	Fully Compliant	Resuscitation equipment is available which includes a defibrillator, a malignant hyperthermia cart and emergency medications.
	Elements of Compliance At minimum, the following equipment is available:		
F.1	Oxygen.	Yes	
F.2	A device such as a self-inflating hand resuscitator bag capable of administering at least 90% oxygen.	Yes	
F.3	Appropriate emergency drugs, supplies, and equipment.	Yes	
F.4	A manual defibrillator, or an automated external defibrillator (AED).	Yes	
G	As demonstrated by documentation in training or personnel records, all clinical support personnel with direct patient contact maintain, at a minimum, skills in basic life support (BLS).	Fully Compliant	Clinical staff are certified at a minimum in BLS. When circumstances are performed, there must be one staff member present in the center who is PALS certified.
	Standards H through U apply to organizations that administer moderate sedation/analgesia, deep sedation/analgesia, regional anesthesia, or general anesthesia. If a Standard does not apply, each of its elements must be rated NA for the NA rating to appear at the Standard level.		
H	Clinical records reflect the administration of anesthesia.	Fully Compliant	Clinical records reflect appropriate elements of compliance with the administration of anesthesia.

	Elements of Compliance		
H.1	Clinical record entries include:		
H.1.a	A pre-anesthesia assessment/evaluation.	Yes	
H.1.b	A plan for anesthetic administration.	Yes	
H.1.c	A chronologic record reflecting the:		
H.1.ci	Anesthetic administered.	Yes	
H.1.c.ii	Clinical status of the patient.	Yes	
H.1.d	A post-anesthesia assessment/evaluation.	Yes	
H.2	In accordance with Standard 9.B, anesthesia was administered by an appropriately privileged practitioner.	Yes	
I	The oxygenation, ventilation, and circulation of the patient is continually evaluated and documented.	Fully Compliant	Ventilation and circulatory status was continuously monitored during administration of anesthesia during the surgical procedure observed by this surveyor.
	Elements of Compliance		
I.1	Continuous intra-operative physiologic monitoring includes: a. Use of a pulse oximeter. b. Blood pressure determination at frequent intervals. c. Electrocardiogram (ECG) monitoring during the administration of moderate sedation/analgesia, deep sedation/analgesia, or general anesthesia.	Yes	
I.2	During the administration of deep sedation/analgesia, the presence of exhaled CO ₂ is monitored.	Yes	
I.3	During the administration of general anesthesia, end-tidal CO ₂ is monitored.	Yes	
I.4	There is a readily available means of measuring body temperature during the administration of general anesthesia.	Yes	
J	A written policy regarding the assessment and management of acute pain has been adopted.	Fully Compliant	The center has a pain assessment and management written policy. This policy includes that patients with a pain level in the middle range or higher on the pain scale will not be discharged without notification of physician for further orders.
K	Patients are observed and monitored in a post-anesthesia care unit, or in an area that provides equivalent care, by methods appropriate to each patient's	Fully Compliant	Patients are closely monitored in the post-anesthesia care unit per level of anesthesia provided. In this center, the pre-op area and recovery area are one

	medical condition and sedation/analgesia or anesthesia.		in the same. They do not have separate areas designated for pre and post-anesthesia care.
	Elements of Compliance		
K.1	Patients are observed and monitored in a post-anesthesia care unit or in an area that provides equivalent care.	Yes	
K.2	Observation methods are appropriate for each patient's medical condition and sedation/analgesia or anesthesia.	Yes	
K.3	Appropriate monitoring equipment is present for the level(s) of anesthesia provided.	Yes	
L	A written policy requires the presence of a physician, dentist, or other delegated, qualified health care professional supervised by a physician or dentist until the medical discharge of the patient following clinical recovery from the surgery/procedure and anesthesia.	Fully Compliant	An anesthesiologist must remain until the last patient is discharged.
M	Before medical discharge from the facility, each patient is evaluated to assess recovery.	Fully Compliant	The patient is always discharged with a responsible adult.
	Elements of Compliance		
M.1	Clinical record entries indicate that the evaluation is conducted by a physician, dentist, or other delegated, qualified, health care professional supervised by a physician or dentist. ²⁵	Yes	
M.2	Evidence is present that other qualified health care professionals conducting the evaluation have been approved by the governing body to do so.	Yes	
M.3	Evidence is present that patients must be discharged in the company of a responsible adult.	Yes	
N	Health care professionals with current training in advanced cardiac life support (ACLS) are present to provide advanced resuscitative techniques until all patients operated on that day have been physically discharged.	Fully Compliant	As noted, an anesthesiologist must be present in the facility until all patients have been discharged.
	Elements of Compliance		
N.1	Documentation of current ACLS training is present.	Yes	
N.2	Initial ACLS training and subsequent retraining is obtained from the American Heart Association or other vendor that includes "hands-on" training and skills demonstration of airway management and automated external defibrillator (AED) use.	Yes	

N.3	A policy requires that health care professionals with ACLS training are present until that day's patients have been physically discharged.	Yes	
O	Alternate power adequate for the types of surgery/procedures performed is available in operative and recovery areas.	Fully Compliant	Alternate power is supplied by a generator, specifically utilized by the center.
	Elements of Compliance		
O.1	Alternate power is available in operative and recovery areas.	Yes	
O.2	The alternate power is adequate for the types of surgery/procedures performed.	Yes	
P	If anesthetic and resuscitative agents known to trigger malignant hyperthermia are available in the facility, current nationally-recognized written treatment protocols have been adopted.	Fully Compliant	36 vials of Dantrolene are available and are located in the surgical area. An MH resuscitation chart is posted on the wall above their resuscitation cart.
	Elements of Compliance		
P.1	The treatment protocols include:		
P.1.a	The use of dantrolene and other medications.	Yes	
P.1.b	Readily-available methods of continuous cooling and temperature monitoring of the patient.	Yes	
P.1.c	Initiation of an emergency transfer protocol.	Yes	
P.2	Documented education and training in the recognition and treatment of malignant hyperthermia is provided to relevant staff.		
P.2.a	An accredited organization that begins to use triggering agents for the first time has documentation that relevant staff were provided with such education and training before the agents were made available for use within the organization.	NA	
P.2.b	An organization using triggering agents and seeking first-time accreditation has documentation that relevant staff have been provided with such education and training.	NA	
P.2.c	All accredited organizations using triggering agents have documentation that new staff are provided with such education and training as part of their initial orientation, as appropriate to their roles.	Yes	
P.3	The treatment protocols are posted so that they are immediately available in each area where triggering agents might be used.	Yes	
P.4	Documented malignant hyperthermia drills are conducted at least annually when triggering agents are present.	Yes	

Q	A written policy prohibits the administration of moderate or deep sedation or general anesthesia unless a physician, dentist, or other qualified individual supervised by a physician or dentist, in addition to the one performing the surgery, is present to monitor the patient. ⁵	Not Applicable	
	Elements of Compliance		
Q.1	A written policy is present.	NA	
Q.2	Clinical records demonstrate that the policy is followed.	NA	
R	If anesthesia is provided by other than an anesthesiologist, oral and maxillofacial surgeon, certified registered nurse anesthetist, or an anesthesiologist assistant within his/her scope of practice, the governing body has granted such personnel privileges to administer sedative, hypnotic, or analgesic drugs that do not have an antagonist medication (for example, propofol), if these drugs are used.	Not Applicable	
S	If anesthesia is provided by other than an anesthesiologist, oral and maxillofacial surgeon, certified registered nurse anesthetist, or an anesthesiologist assistant within his/her scope of practice, a written protocol defines how the organization will respond in the event that a deeper-than-intended level of sedation occurs.	Not Applicable	
T	Standards T and U apply to organizations that provide children with any level of anesthesia higher than local/topical.		
	If pediatric patients are served, health care professionals with current training in pediatric advanced life support (PALS) and age- and size-appropriate resuscitative equipment are available at all times until pediatric patients operated on that day have been physically discharged.	Not Applicable	The organization only utilizes a topical anesthetic for their circumcision cases. Even though they only provide topical anesthesia, they still feel it is important to have a PALS certified professional in the center.
	Elements of Compliance		
T.1	Documentation of current PALS training and certification is present.	NA	
T.2	Initial PALS training and subsequent retraining is obtained from the American Heart Association or another vendor that includes "hands-on" training and skills demonstration of airway management and automated external defibrillator (AED) use.	NA	
T.3	Documentation of training in age- and size-appropriate resuscitative equipment is present.	NA	
T.4	A policy requires that health care professionals with training in PALS and pediatric resuscitative equipment are present until that day's patients have been physically discharged.	NA	

U	If pediatric patients are served, the equipment, medication, and resuscitative capabilities required for pediatric patients are present.	Not Applicable	Even though they only provide topical anesthesia, they still feel it is important to have appropriate resuscitative equipment available.
	Elements of Compliance		
U.1	Age- and size-appropriate anesthesia equipment is present.	NA	
U.2	Medications in appropriate concentrations are present.	NA	
U.3	Age- and size-appropriate resuscitative equipment is present.	NA	
	Consultative Comments		<u>Consultative Comments</u>
	^{2c} Other qualified health care professionals are qualified by virtue of education, experience, competence, professional licensure, and state laws, rules, and regulations. Other health care professionals must be approved for the administration of anesthesia by the governing body pursuant to Chapter 2.11.		
	^{2d} One consent form may be used to satisfy the requirements of this Standard and Standard 10.1.J.		
	^{2f} If medical discharge criteria have previously been set by the treating physician or dentist, and approved by the governing body, a delegated, qualified health care professional may determine if the patient meets such discharge criteria, and if so, may discharge the patient when those criteria are met. See footnote 23 for the definition of "qualified health care professional."		
	^{2a} An example is the Malignant Hyperthermia Association of the United States (MHAUS) protocol. See Resources, Malignant Hyperthermia Guidelines, in the Accreditation Handbook.		
	²⁷ Not all states require physician supervision of CRNAs. The operating physician or dentist may be the supervising physician or dentist. During moderate sedation, the additional individual may assist with minor, interruptible tasks.		

Chapter 10 - Surgical and Related Services - General Requirements I

Standard		Compliance Rating	Comments
	Chapter 10: Surgical and Related Services		
	<p>Surgical and related services in an accredited organization are performed in a safe and sanitary environment by qualified health care professionals to whom the governing body has granted privileges to perform procedures. The Standards in this chapter apply to organizations that perform any invasive procedures, such as pain management, endoscopy procedures, cardiac catheterization, lithotripsy, and in-vitro fertilization as well as surgery.</p> <p>In this chapter and throughout this Survey Report, the terms "surgery," "procedure," and "operation" are used interchangeably. The use of any of these terms is to reference any such skill, method, or technique that involves cutting, abrading, suturing, lasering, or otherwise physically entering or changing body tissues and organs, including invasive pain management procedures.</p> <p>Note: Some Standards may not apply to organizations that only perform minor, superficial procedures without anesthesia or under local or topical anesthesia.</p>		
	Subchapter I - General Requirements: This subchapter describes general requirements for an organization that provides surgical and related services.		
	Overall Subchapter Compliance Level	Fully Compliant	The center provides surgical services in a safe and sanitary environment by well-qualified surgeons and health care professionals. Upon observation by the surveyor, patients are treated with respect and dignity.
	Was a surgical procedure observed during the survey?	Yes	
	Name of procedure:	Bilateral Laparoscopic Salpingectomy	
A	Surgical procedures performed are limited to those approved by the governing body upon the recommendation of qualified medical staff.	Fully Compliant	At this time, surgical services are limited to GYN/Women's Health. This includes hysterectomy, hysterectomy, D&C and lower genital laparoscopies to name a few. The center is contemplating increasing their services beyond women's health in the future.
B	The governing body has granted privileges to one or more qualified physicians, dentists, or other qualified practitioners to supervise surgical services. ²⁸	Fully Compliant	The medical director has been granted privileges to supervise the centers surgical services.
C	Whenever patients are present in the facility, personnel qualified to address	Fully Compliant	

	medical emergencies are present.		
	Elements of Compliance A written policy requires that:		
C.1	Health care professionals are present who have been trained in:		
C.1.a	The use of emergency equipment	Yes	
C.1.b	Basic life support (BLS).	Yes	
C.2	At least one physician, dentist or other qualified practitioner authorized by the governing body is present or immediately available by telephone.	Yes	
C.3	Evidence is present to demonstrate that the policy is followed.	Yes	
D	The organization has written policies regarding the procedures and treatments offered to patients.	Fully Compliant	The organization has applicable policies regarding the elements of compliance in this standard.
	Elements of Compliance At minimum, the written policies address:		
D.1	Criteria for patient selection.	Yes	
D.2	The need for anesthesia support.	Yes	
D.3	Post-procedural care.	Yes	
D.4	Staffing requirements to ensure that registered nurse(s) or other health care professionals assisting in the provision of surgical services are available in sufficient numbers for the surgical care provided.	Yes	
E	If procedures performed pose the risk that blood loss may require blood replacement, the organization has written policies and procedures to address this situation.	Not Applicable	Blood is not available in this center. If there was uncontrolled bleeding the center would transfer the patient to a local hospital. The center has appropriate policies in place that address the transfer of a patient.
F	If applicable, protocols for the handling, maintenance, and storage of blood or blood products for transfusion, and/or human cells or tissues for transplantation, are present.	Not Applicable	
	Elements of Compliance		
F.1	Written protocols for handling, maintaining and storing blood or blood products for transfusion are present.	NA	
F.2	Written protocols for handling, maintaining and storing human cells for	NA	

	transplantation are present.		
F.3	The written protocols are consistent with those of a nationally-recognized authority, such as the American Association of Tissue Banks (AATB) or the U.S. Food and Drug Administration (FDA).	NA	
G	A written policy is in place for assessing the risk of, and implementing practices to prevent, deep vein thrombosis when appropriate for the patient. ²⁸	Fully Compliant	The center has a DVT policy in place and performs a DVT risk assessment on each patient.
H	If pediatric patients are served, written policies define appropriate care.	Fully Compliant	The only pediatric patients the center provides care for are for infants ages 1 day to 30 days for circumcisions.
	Elements of Compliance At a minimum, the written policies address:		
H.1	Criteria for treatment as a pediatric patient.	Yes	
H.2	Requirements for the appropriate pediatric: a. Equipment. b. Supplies. c. Medications.	Yes	
I	An appropriate and current health history is completed and incorporated into the patient's clinical record no more than 30 days prior to the scheduled surgery/procedure (or according to local, state, or federal requirement).	Fully Compliant	Charts reviewed had appropriate and current health histories completed.
	Elements of Compliance		
I.1	Health histories are present in the clinical records no more than 30 days prior to the scheduled surgery/procedure (or according to local, state, or federal requirement).	Yes	
I.2	At minimum, the health histories include:		
I.2.a	Current prescription and non-prescription medications.	Yes	
I.2.b	Medication dosages, when available.	Yes	
I.2.c	The results of a physical examination.	Yes	
I.2.d	Pertinent pre-operative diagnostic studies.	Yes	
J	Informed consent for the proposed procedure is obtained.	Fully Compliant	Documentation of informed consents were found in records reviewed.
	Elements of Compliance		

J.1	Documentation is present to demonstrate that following have been discussed with the patient:		
J.1.a	The necessity or appropriateness of the proposed procedure or surgery.	Yes	
J.1.b	Alternative treatment techniques.	Yes	
J.2	The clinical record demonstrates that the patient's written consent, or that of the patient's representative, was obtained before the surgery or procedure was performed.	Yes	
K	The surgical environment contains safeguards to protect patients and others from cross-infection.	Fully Compliant	The center has environmental policies in place that are appropriate for the types of surgical procedures they provide.
	Elements of Compliance At minimum, written policies address the following:		
K.1	Persons authorized to be in the surgical or treatment areas, including laser rooms.	Yes	
K.2	The proper attire of all persons entering operating or procedure rooms.	Yes	
K.3	A requirement for freshly laundered attire to be donned in an area inside of the organization prior to entry into areas designated as restricted.	Yes	
K.4	A requirement that attire used for personal protective equipment (PPE) or contaminated with blood or body fluid is laundered by a laundry that:		
K.4.a	Adheres to nationally recognized guidelines.	Yes	
K.4.b	Has been approved by the organization.	Yes	
K.5	The removal or covering of patient clothing prior to the patient's entry into a surgical area, as needed to minimize the potential contamination of the surgical environment and surgical staff.	Yes	
K.6	Acceptable aseptic techniques to be used by all persons in the surgical area.	Yes	
K.7	Appropriate and timely surgical hand antisepsis (scrub) using either an antimicrobial soap or an alcohol-based hand rub according to product manufacturer's recommended guidelines.	Yes	
K.8	Pre-procedure site antisepsis, as appropriate to service(s) provided and patient requirements and needs.	Yes	
K.9	Environmental controls adopted by the organization for temperature, humidity and air pressure following nationally-recognized guidelines.	Yes	

L	If procedures requiring counts of sponges, sharps, and instruments are performed, a written policy for conducting counts is present.	Fully Compliant	
	Elements of Compliance At minimum, the written policy addresses:		
L1	The types of procedures requiring counts of sponges, sharps, and instruments.	Yes	
L2	The requirement for a count before the start of the procedure and before skin closure.	Yes	
L3	How the start and end counts are reported to the surgeon.	Yes	
L4	A requirement for documentation of the counts in the patient's record.	Yes	
L5	Actions to be taken if the count is not correct.	Yes	
L6	Observation and interviews confirm that the policy is followed.	Yes	
M	Prior to the surgery or procedure, the intended procedure is verified and the site is marked or otherwise identified.	Fully Compliant	Prior to the surgical procedure, the surgical procedure is verified multiple times by staff and also during the time out process.
	Elements of Compliance		
M.1	A written policy addresses the following:		
M.1 a	How the intended procedure is verified.	Yes	
M.1 b	A requirement for the person performing the procedure to mark the site. ³⁰	Yes	
M.1 c	How the patient is involved in the process for surgical site marking.	Yes	
M.1 d	For dental procedures, the operative tooth is marked on a radiograph or dental diagram.	NA	
M.2	Observations and interviews confirm that the policy is followed.	Yes	
N	A time-out is conducted immediately prior to beginning a procedure.	Fully Compliant	A time out was noted by the surveyor during the surgical procedure observed. The time out was accomplished appropriately and included all members of the surgical team.
	Elements of Compliance		
N.1	The provider performing the procedure assumes responsibility for the time-out.	Yes	
N.2	The entire team is engaged in the time-out.	Yes	

N3	During the time-out, the following items are verified:		
N3.a	Patient identification.	Yes	
N3.b	Intended procedure.	Yes	
N3.c	Correct surgical/procedural site.	Yes	
N3.d	All equipment necessary for performing the scheduled procedure is immediately available and functional in the operating/procedure room.	Yes	
N3.e	Any implantable devices intended for use during the procedure were prepared before the procedure and are available.	NA	
O	The findings and techniques of a procedure are accurately and completely documented immediately after the procedure.	Fully Compliant	Documentation of the procedure findings and techniques were appropriately charted in records reviewed.
	Elements of Compliance		
O.1	The health care professional who performed the procedure documents the findings and techniques.	Yes	
O.2	The documentation is immediately available for patient care.	Yes	
O.3	The documentation is incorporated into the patient's clinical record.	Yes	
O.4	When pre-operative antibiotics are ordered, the antibiotic and time of administration are documented in the patient's clinical record.	Yes	
O.5	If tissues are removed during surgery:		
O.5.a	A pathologist examines the tissues, except for those exempted in writing by the governing body after medical review.	Yes	
O.5.b	The signed report of the pathologist is incorporated into the patient's clinical record.	Yes	
P	Written guidelines for the transition of care from one provider to another are present.	Fully Compliant	The center has a policy regarding the transfer of care to another health care professional during a procedure. This policy is located in the center's anesthesia policies and procedures.
	Elements of Compliance		
P.1	The guidelines address information to be transferred about a patient's care including, at minimum:		

P.1.a	Treatment/services.	Yes	
P.1.b	Current condition.	Yes	
P.1.c	Any recent or anticipated changes.	Yes	
P.2	The guidelines address how the information will be communicated among members of the health care team.	Yes	
Q	Patients are provided with written instructions for self-care prior to and after surgery/procedure.	Fully Compliant	All patients receive written instructions for self-care prior to and after their surgical procedure. The center has the patient visit the facility two weeks before their procedure so they can familiarize themselves with the center and answer any questions.
	Elements of Compliance		
Q.1	Clinical records document that written instructions have been provided to the patient	Yes	
Q.2	Written instructions for discontinuation or resumption of medications prior to and after a procedure are provided.	Yes	
R	Alternate power is available for OR and PACU areas. ³¹	Fully Compliant	The center has alternate power available for the OR and PACU areas.
	Consultative Comments		Consultative Comments
	²⁹ May be NA in primary care settings.		
	²⁹ May not apply depending on services provided by the organization.		
	³⁰ Elements 1.b and 1.c do not apply to endoscopic procedures.		
	³¹ May not apply depending on the services provided by the organization.		

Chapter 11 - Pharmaceutical Services

Standard		Compliance Rating	Comments
	Chapter 11: Pharmaceutical Services		
	Pharmaceutical services provided by an accreditable organization meet the needs of the patients and are provided in accordance with ethical and professional practices and legal requirements.		
	Note: This chapter applies to any organization that uses drugs or pharmaceutical medical supplies, regardless of the presence or absence of an on-site pharmacy.		
	Overall Chapter Compliance Level	Fully Compliant	Pharmaceutical services are limited in scope for this center.
A	Pharmaceutical services are directed by a qualified licensed provider.	Fully Compliant	The center utilizes a consultant pharmacist who comes in quarterly to oversee pharmaceutical services.
B	If the organization owns or operates a pharmacy, it is supervised by a licensed pharmacist.	Not Applicable	The center does not own or operate a pharmacy.
C	Documentation is present to demonstrate that patients are not required to use a pharmacy owned or operated by the organization.	Not Applicable	
D	Pharmaceutical services are provided in accordance with ethical and professional practice and prevailing laws and regulations.	Fully Compliant	The DEA registration is kept within the PACU area.
	Elements of Compliance		
D.1	If state licensure is required, a current license is posted.	NA	
D.2	If controlled substances are present, current DEA certification is posted.	Yes	
D.3	Through interviews, staff demonstrates knowledge of prevailing pharmaceutical laws and regulations.	Yes	
D.4	Direct access to current drug information and other decision support resources is available to all relevant staff.	Yes	
E	Pharmaceutical services made available through a contractual agreement are provided in accordance with the same ethical and professional practices and legal requirements required if such services were provided directly by the organization.	Fully Compliant	The center has a contractual agreement for pharmaceutical services provided.

	Elements of Compliance		
E.1	A current contract is in place.	Yes	
E.2	Documentation is present demonstrating that the pharmacy contractor is appropriately licensed and/or certified.	Yes	
F	Procedures are in place to prevent errors from look-alike, sound-alike ⁴ and high-alert medications, ⁵⁶ if present.	Fully Compliant	The center has minimal look-alike/sound-alike medications but they do have a list of look-alike/sound-alike medications posted in their drug cabinet.
	Elements of Compliance		
F.1	A current list of look-alike/sound-alike medications is present.	Yes	
F.2	A current list of high-alert medications is present.	Yes	
F.3	Processes are in place to prevent errors from administration of these medications, in accordance with nationally-recognized guidelines.	Yes	
G	Drug storage and security, including recordkeeping, are maintained to ensure the control and safe dispensing of drugs (including samples), to minimize medication errors, and to prevent diversion in compliance with prevailing laws and regulations.	Fully Compliant	Prescription pads are located in a locked cabinet in the PACU area behind the nursing station. Medications are stored in locked cabinets in the PACU area and within the surgical suite.
	Elements of Compliance		
G.1	Procedures are in place to ensure that prescription pads, if used, are controlled and secured from unauthorized access.	Yes	
G.2	Pre-signed and/or post-dated prescriptions are prohibited by written policy.	Yes	
G.3	Procedures are in place to ensure that electronic prescribing systems, if used, are controlled and secured from unauthorized access.	NA	
G.4	Medications (and vaccines, if present) are segregated into organized, labeled storage areas designed to minimize drug selection errors.	Yes	
G.5	If a high-alert medication is present for which there is an antidote, rescue, or reversal agent, the agent is stocked in the same area as the medication along with appropriate directions for use.	Yes	
G.6	Medications (and vaccines, if present) are stored and managed in accordance with manufacturer requirements, and state and/or CDC guidelines. ⁵⁶	Yes	
H	Interviews with staff, and/or observations of patient interaction, confirm that patients are provided with information concerning the safe and effective use of medications consistent with legal requirements and patient needs.	Fully Compliant	

1	If not administered immediately ²⁷ , all medications (injectable, oral, etc.) removed from the original container or packaging ²⁸ are labeled in a standard format in accordance with law, regulation and standards of practice.	Fully Compliant	During the surgical procedure observed by the surveyor, all medications drawn into a syringe were appropriately labeled and separate needles were utilized when medications were drawn into syringes.
	Elements of Compliance		
1.1	A written policy addresses the labeling of such medications.	Yes	
1.2	At minimum, the policy requires that labels include:		
1.2.a	Drug name(s).	Yes	
1.2.b	Drug strength(s).	Yes	
1.2.c	Amount(s) or volume(s) if not apparent from the container or packaging.	Yes	
1.2.d	Expiration date and time.	Yes	
1.2.e	Name or initials of person transferring the drug(s).	Yes	
J	A written policy is present addressing the disposal or return of expired, damaged, and recalled medications in accordance with prevailing laws and regulations and accepted guidelines.	Fully Compliant	Medication expiration dates are monitored monthly.
	Elements of Compliance		
J.1	A written policy is present.	Yes	
J.2	At minimum, the policy requires:		
J.2.a	Monitoring all medications, including vaccines and samples, for expiration dates on a regular basis.	Yes	
J.2.b	Expired, damaged, and recalled drugs to be removed are segregated from drugs available for active use.	Yes	
J.2.c	Such drugs are disposed of or returned in a safe manner that prevents unauthorized access and diversion.	Yes	
K	Procedures are in place for the maintenance, cleaning, distribution, and use of devices such as nebulizer units, intravenous infusion pumps, or other mechanical device used in the medication delivery process.	Not Applicable	Infusion pumps are not utilized to administer medications.
	Elements of Compliance		
K.1	Procedures adhere to manufacturers' instructions.	NA	

K2	Documentation is present to demonstrate that relevant staff has been trained in the procedures.	NA	<u>Consultative Comments</u> Suggest writing expiration dates on all medication boxes for easier visibility. Suggest utilizing the refrigerator near the ice machine to cool and store IV fluids for treatment of MH.
	Consultative Comments		
	^{3F} or a list of look-alike and sound-alike medications, see www.ismp.org/tools/confuseddrugnames.pdf .		
	^{3F} or a list of high-alert medications, see http://ismp.org/Tools/highAlertMedicationLists.asp .		
	^{3E} See www.cdc.gov/vaccines/hcp/admin/storage/toolkit/storage-handling-toolkit.pdf		
	^{3I} Immediate administration is when the person who prepares or transfers the drug(s) in a new container completely administers (or directly witnesses the administration of) the drug(s) to the patient without any break in the process, and administers some amount of the medication within 1 hour of preparation or transfer.		
	^{3H} Includes syringes, basins, bottles, bags, etc.		

Chapter 12 - Pathology and Medical Laboratory Services

Standard	Compliance Rating	Comments
Chapter 12: Pathology and Medical Laboratory Services		
Pathology and medical laboratory services performed by an accreditable organization meet the needs of the patients and are provided in accordance with ethical and professional practices and legal requirements. Such an organization meets the following Standards.		
Overall Chapter Compliance Level	Fully Compliant	Only point of service tests are performed at this center which includes urine HCGs and fingerstick blood sugars.
A As appropriate for the laboratory services performed, a current CLIA ³⁹ Certificate of Waiver, and/or a current Provider Performed Microscopy Certificate, and/or a current CLIA Certificate is present.	Fully Compliant	The center has an appropriate CLIA certificate, 21D1097509, which expires on 3/29/19.
B If the organization has obtained a CLIA Certificate, services are provided under the direction of a pathologist, other physician, or other qualified individual as delineated under CLIA.	Not Applicable	
C If the organization has obtained a CLIA Certificate of Waiver, services are provided under the direction of an individual holding the qualifications required by the state, if any, for this position. If the state does not have qualification requirements, services are provided under the direction of a person holding the qualifications required by the organization for this position.	Fully Compliant	
D If the organization has obtained a Provider Performed Microscopy Certificate, services are provided under the direction of a physician, dentist, or mid-level practitioner who is qualified under the certificate.	Not Applicable	
E Laboratory services are conducted by qualified personnel.	Fully Compliant	Nursing staff are trained to perform point of service tests.
Elements of Compliance		
E.1 Staff members with laboratory responsibilities are appropriately trained for their roles, as demonstrated by documented competency tests.	Yes	
E.2 Observation and interviews confirm that a sufficient number of trained and experienced personnel are available to supervise and conduct the work of the laboratory.	Yes	
F Pathology and medical laboratory services provided are appropriate to the needs of patients and adequately support the organization's clinical capabilities.	Fully Compliant	Test results are sent to the center and the ordering physician. The center confirms the results and any abnormal results are immediately called to the

			ordering physician. Copies of test results are placed in the patient's chart.
	Elements of Compliance		
F.1	Tests are performed in a timely manner, as defined by the organization's policies.	Yes	
F.2	Test results are distributed to the ordering provider and/or patient, as appropriate.	Yes	
F.3	Copies of test results are maintained.	Yes	
F.4	Procedures are in place to obtain routine and emergency laboratory services outside of the organization's capabilities from a certified external laboratory.	Yes	
G	The laboratory follows a policy to ensure that test results are reviewed and acknowledged in writing (manually or electronically) by the ordering physician or qualified designee.	Fully Compliant	On the laboratory results, it is noted by the laboratory when the ordering physician was notified.
H	Quality control procedures are performed.	Fully Compliant	Quality control procedures are completed and appropriately documented.
	Elements of Compliance		
H.1	At minimum, the quality control procedures include:		
H.1.a	Periodic calibration of equipment.	Yes	
H.1.b	Validation of test results according to the manufacturer's instructions.	Yes	
H.2	The results of quality control procedures are documented.	Yes	
I	Established laboratory procedures are followed.	Fully Compliant	
	Elements of Compliance		
I.1	At minimum, procedures are established for obtaining, identifying, storing, and transporting specimens.	Yes	
I.2	Laboratory staff members demonstrate understanding of the established procedures.	Yes	
J	Complete written descriptions of each test procedure performed by the laboratory are available to laboratory staff.	Fully Compliant	Written descriptions of the tests utilized by the center are kept in the PACU area.
	Elements of Compliance		
	At minimum, each description includes the following information, as applicable		

	for the test:		
J.1	Sources of reagents.	Yes	
J.2	Standards for the test.	Yes	
J.3	Calibration procedures.	Yes	
J.4	Information regarding the basis of the "normal" ranges for the test.	Yes	
K	Sufficient space, equipment, and supplies are provided to perform the volume of work with optimal accuracy, precision, efficiency, and safety.	Fully Compliant	The center was recently renovated which allows for increased space for supplies and equipment.
	Elements of Compliance Observation and interviews confirm that the following are sufficient:		
K.1	Space.	Yes	
K.2	Equipment.	Yes	
K.3	Supplies.	Yes	
L	If the laboratory is testing for Department of Transportation (DOT) regulated industries or federal agency employees, a licensed physician approved as a Medical Review Officer is responsible for receiving and reviewing laboratory results, and evaluating medical explanations for non-negative drug test results. ⁴⁰	Not Applicable	
	Consultative Comments		Consultative Comments Advised that they only have to QC their glucose monitor monthly.
	³⁸ See Part 493 of Title 42 of the Code of Federal Regulations.		
	⁴⁰ See https://www.transportation.gov/dotapc/mro .		

Summary Table	Overall Chapter Level
Ch. 1 - Patient Rights and Responsibilities	FC
Ch. 2.I - Governance: General Requirements	FC
Ch. 2.II - Governance: Credentialing & Privileging	FC
Ch. 2.III - Governance: Peer Review	FC
Ch. 3 - Administration	FC
Ch. 4 - Quality of Care	FC
Ch. 5.I - Quality Improvement Program	FC
Ch. 5.II - Risk Management	FC
Ch. 6 - Clinical Records	FC
Ch. 7.I - Infection Prevention, Control and Safety	FC
Ch. 7.II - Infection Prevention: Safety	FC
Ch. 8 - Facilities	FC
Ch. 9 - Anesthesia	FC
Ch. 10.I - Surgical: General Requirements	FC
Ch. 10.II - Surgical: Laser, Light-Based Tech	NA
Ch. 10.III - Surgical: Renal Lithotripsy	NA
Ch. 11 - Pharmaceutical Services	FC
Ch. 12 - Path and Med Lab Svcs	FC
Ch. 13 - Diagnostic and Imaging Services	NA
Ch. 14.I - Dental Services	NA
Ch. 14.II - Dental Services: Dental Home	NA

Ch. 15.II - Other Prof & Tech Svcs: Travel Med	NA
Ch. 16 - Health Education and Promotion	NA
Ch. 17 - Behavioral Health Services	NA
Ch. 18 - Teaching and Publication Activities	NA
Ch. 19 - Research Activities	NA
Ch. 20 - Overnight Care	NA
Ch. 21 - Occupational Health	NA
Ch. 22 - Urgent Care Services	NA
Ch. 23 - Emergency Services	NA
Ch. 24 - Radiation Oncology Treatment	NA
Ch. 25 - Medical Home	NA

ATTACHMENT 12

ASCQR Participation Report

Payment Year: 2020

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active QualityNet Security Administrator: Yes
 Participation Status: Participating

Quality Data Code Submission

Total Number of Claims with QDC¹: 38
 Total Number of Claims: 43
 Data Completeness: 88%
 CMS Required Threshold: 50%

Claims-Based Measures	Quarter 1 - 2018 Dates of Service			Measure Value	
	Numerator	Denominator			
ASC-1: Patient Burn	0	10	0.000	Per 1000 Admissions	
ASC-2: Patient Fall	0	10	0.000	Per 1000 Admissions	
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	10	0.000	Per 1000 Admissions	
ASC-4: All-Cause Hospital Transfer/Admission	0	10	0.000	Per 1000 Admissions	

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
 **Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2020

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active QualityNet Security Administrator: Yes
 Participation Status: Participating

Claims-Based Measures	Quarter 2 - 2018 Dates of Service			Measure Value	
	Numerator	Denominator			
ASC-1: Patient Burn	0	19	0.000	Per 1000 Admissions	
ASC-2: Patient Fall	0	19	0.000	Per 1000 Admissions	
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	19	0.000	Per 1000 Admissions	
ASC-4: All-Cause Hospital Transfer/Admission	0	19	0.000	Per 1000 Admissions	

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
 **Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2020

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active QualityNet Security Administrator: Yes
 Participation Status: Participating

Claims-Based Measures	Quarter 3 - 2018 Dates of Service			Measure Value	
	Numerator	Denominator			
ASC-1: Patient Burn	0	9		0.000	Per 1000 Admissions
ASC-2: Patient Fall	0	9		0.000	Per 1000 Admissions
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	9		0.000	Per 1000 Admissions
ASC-4: All-Cause Hospital Transfer/Admission	0	9		0.000	Per 1000 Admissions

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
 **Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2020

State: MD
National Provider Identifier (NPI): 1720048242
ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
ASC City: ROCKVILLE

Active Quality/Net Security Administrator: Yes
Participation Status: Participating

	Quarter 4 - 2018 Dates of Service		
Claims-Based Measures	Numerator	Denominator	Measure Value
ASC-1: Patient Burn			Per 1000 Admissions
ASC-2: Patient Fall			Per 1000 Admissions
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant			Per 1000 Admissions
ASC-4: All-Cause Hospital Transfer/Admission			Per 1000 Admissions

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
****Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.**

ASCQR Participation Report

Payment Year: 2019

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active QualityNet Security Administrator: Yes
 Participation Status: Participating

Quality Data Code Submission

Total Number of Claims with QDC¹: 70
 Total Number of Claims: 79
 Data Completeness: 89%
 CMS Required Threshold: 50%

Claims-Based Measures	Quarter 1 - 2017 Dates of Service			Measure Value	
	Numerator	Denominator			
ASC-1: Patient Burn	0	20		0.000	Per 1000 Admissions
ASC-2: Patient Fall	0	20		0.000	Per 1000 Admissions
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	20		0.000	Per 1000 Admissions
ASC-4: All-Cause Hospital Transfer/Admission	0	20		0.000	Per 1000 Admissions

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
 **Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2019

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active QualityNet Security Administrator: Yes
 Participation Status: Participating

Claims-Based Measures	Quarter 2 - 2017 Dates of Service		Measure Value	
	Numerator	Denominator		
ASC-1: Patient Burn	0	13	0.000	Per 1000 Admissions
ASC-2: Patient Fall	0	13	0.000	Per 1000 Admissions
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	13	0.000	Per 1000 Admissions
ASC-4: All-Cause Hospital Transfer/Admission	0	13	0.000	Per 1000 Admissions

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
^{**}Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2019

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active Quality/Net Security Administrator: Yes
 Participation Status: Participating

Quarter 3 - 2017 Dates of Service

Claims-Based Measures	Numerator	Denominator	Measure Value	
ASC-1: Patient Burn	0	23	0.000	Per 1000 Admissions
ASC-2: Patient Fall	0	23	0.000	Per 1000 Admissions
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	23	0.000	Per 1000 Admissions
ASC-4: All-Cause Hospital Transfer/Admission	0	23	0.000	Per 1000 Admissions

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
 **Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2019

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active Quality/Net Security Administrator: Yes
 Participation Status: Participating

Quarter 4 - 2017 Dates of Service

Claims-Based Measures	Numerator	Denominator	Measure Value	
ASC-1: Patient Burn	0	14	0.000	Per 1000 Admissions
ASC-2: Patient Fall	0	14	0.000	Per 1000 Admissions
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	14	0.000	Per 1000 Admissions
ASC-4: All-Cause Hospital Transfer/Admission	0	14	0.000	Per 1000 Admissions

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
^{**}Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2019

State: MD
National Provider Identifier (NPI): 1720048242
ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
ASC City: ROCKVILLE

Active QualityNet Security Administrator: Yes
Participation Status: Participating

Web-Based Measures:

	Numerator	Denominator	Percentage	Submission Status:
ASC-9: Endoscopy: Follow-up Interval for Average Risk Patients	0	0		Yes
ASC-10: Endoscopy: Interval for Patients with History of Polyps	0	0		Yes
ASC-11: Cataracts: Improvement in Patient's Visual Function (Voluntary)	0	0		Yes

HAI Measures:

ASC-8: Influenza Vaccination Coverage among Healthcare Personnel
Submission Status: Yes

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
^{**}Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2018

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active Quality/Net Security Administrator: Yes
 Participation Status: Participating

Quality Data Code Submission

Total Number of Claims with QDC1: 64
 Total Number of Claims: 78
 Data Completeness: 82%
 CMS Required Threshold: 50%

Claims-Based Measures	Quarter 1 - 2016 Dates of Service			Measure Value	
	Numerator	Denominator			
ASC-1: Patient Burn	0	12	0.000	Per 1000 Admissions	
ASC-2: Patient Fall	0	12	0.000	Per 1000 Admissions	
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	12	0.000	Per 1000 Admissions	
ASC-4: Hospital Transfer/Admission	0	12	0.000	Per 1000 Admissions	
ASC-5: Prophylactic Intravenous (IV) Antibiotic Timing	0	0	0%		

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
^{**}Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2018

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active QualityNet Security Administrator: Yes
 Participation Status: Participating

Quarter 2 - 2016 Dates of Service

Claims-Based Measures	Numerator	Denominator	Measure Value	
ASC-1: Patient Burn	0	19	0.000	Per 1000 Admissions
ASC-2: Patient Fall	0	19	0.000	Per 1000 Admissions
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	19	0.000	Per 1000 Admissions
ASC-4: Hospital Transfer/Admission	0	19	0.000	Per 1000 Admissions
ASC-5: Prophylactic Intravenous (IV) Antibiotic Timing	0	0	0%	

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
^{**}Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2018

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active QualityNet Security Administrator: Yes
 Participation Status: Participating

Claims-Based Measures	Quarter 3 - 2016 Dates of Service			Measure Value	
	Numerator	Denominator			
ASC-1: Patient Burn	0	15		0.000	Per 1000 Admissions
ASC-2: Patient Fall	0	15		0.000	Per 1000 Admissions
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	15		0.000	Per 1000 Admissions
ASC-4: Hospital Transfer/Admission	0	15		0.000	Per 1000 Admissions
ASC-5: Prophylactic Intravenous (IV) Antibiotic Timing	0	0		0%	

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
 **Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2018

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active Quality/Net Security Administrator: Yes
 Participation Status: Participating

Claims-Based Measures	Quarter 4 - 2016 Dates of Service			Measure Value	
	Numerator	Denominator			
ASC-1: Patient Burn	0	18		0.000	Per 1000 Admissions
ASC-2: Patient Fall	0	18		0.000	Per 1000 Admissions
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	18		0.000	Per 1000 Admissions
ASC-4: Hospital Transfer/Admission	0	18		0.000	Per 1000 Admissions
ASC-5: Prophylactic Intravenous (IV) Antibiotic Timing	0	0		0%	

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
 **Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2018

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active QualityNet Security Administrator: Yes
 Participation Status: Participating

Web-Based Measures:

ASC-6: Safe Surgery Checklist Use

Did your facility use a safe surgery checklist based on accepted standards of practice during the designated period?
 Yes

Submission Status:

Yes

ASC-7: ASC Facility Volume Data

	Aggregate Count
Eye	0
Gastrointestinal	0
Genitourinary	1532
Musculoskeletal	0
Nervous	0
Respiratory	0
Skin	0
Multi-System	2079

Submission Status:

Yes

ASC-9: Endoscopy: Follow-up Interval for Average Risk Patients
 ASC-10: Endoscopy: Interval for Patients with History of Polyps
 ASC-11: Cataracts: Improvement in Patient's Visual Function
 (Voluntary)

	Numerator	Denominator	Percentage	Submission Status:
ASC-9: Endoscopy: Follow-up Interval for Average Risk Patients	0	0		Yes
ASC-10: Endoscopy: Interval for Patients with History of Polyps	0	0		Yes
ASC-11: Cataracts: Improvement in Patient's Visual Function (Voluntary)	0	0		Yes

HAI Measures:

ASC-8: Influenza Vaccination Coverage among Healthcare Personnel

Submission Status:

Yes

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
 **Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2017

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active QualityNet Security Administrator: Yes
 Participation Status: Participating

Quality Data Code Submission

Total Number of Claims with QDC¹: 66
 Total Number of Claims: 66
 Data Completeness: 100%
 CMS Required Threshold: 50%

Claims-Based Measures	Quarter 1 - 2015 Dates of Service		Measure Value	
	Numerator	Denominator		
ASC-1: Patient Burn	0	12	0.000	Per 1000 Admissions
ASC-2: Patient Fall	0	12	0.000	Per 1000 Admissions
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	12	0.000	Per 1000 Admissions
ASC-4: Hospital Transfer/Admission	0	12	0.000	Per 1000 Admissions
ASC-5: Prophylactic Intravenous (IV) Antibiotic Timing	0	0	0%	

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
 **Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2017

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active QualityNet Security Administrator: Yes
 Participation Status: Participating

Claims-Based Measures	Quarter 2 - 2015 Dates of Service			Measure Value	
	Numerator	Denominator			
ASC-1: Patient Burn	0	15		0.000	Per 1000 Admissions
ASC-2: Patient Fall	0	15		0.000	Per 1000 Admissions
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	15		0.000	Per 1000 Admissions
ASC-4: Hospital Transfer/Admission	0	15		0.000	Per 1000 Admissions
ASC-5: Prophylactic Intravenous (IV) Antibiotic Timing	0	0		0%	

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
 **Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2017

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active Quality/Net Security Administrator: Yes
 Participation Status: Participating

Claims-Based Measures	Quarter 3 - 2015 Dates of Service		Measure Value	
	Numerator	Denominator		
ASC-1: Patient Burn	0	17	0.000	Per 1000 Admissions
ASC-2: Patient Fall	0	17	0.000	Per 1000 Admissions
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	17	0.000	Per 1000 Admissions
ASC-4: Hospital Transfer/Admission	0	17	0.000	Per 1000 Admissions
ASC-5: Prophylactic Intravenous (IV) Antibiotic Timing	0	0	0%	

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
^{**}Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2017

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active Quality/Net Security Administrator: Yes
 Participation Status: Participating

Quarter 4 - 2015 Dates of Service

Claims-Based Measures	Numerator	Denominator	Measure Value	
ASC-1: Patient Burn	0	22	0.000	Per 1000 Admissions
ASC-2: Patient Fall	0	22	0.000	Per 1000 Admissions
ASC-3: Wrong Site, Wrong Side, Wrong Patient, Wrong Procedure, Wrong Implant	0	22	0.000	Per 1000 Admissions
ASC-4: Hospital Transfer/Admission	0	22	0.000	Per 1000 Admissions
ASC-5: Prophylactic Intravenous (IV) Antibiotic Timing	0	0	0%	

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
^{**}Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ASCQR Participation Report

Payment Year: 2017

State: MD
 National Provider Identifier (NPI): 1720048242
 ASC Name: MARYLAND SURGERY CENTER FOR WOMEN LLC
 ASC City: ROCKVILLE

Active Quality/Net Security Administrator: Yes
 Participation Status: Participating

Web-Based Measures:

ASC-6: Safe Surgery Checklist Use

Did your facility use a safe surgery checklist based on accepted standards of practice during the designated period?
 Yes

Submission Status:
 Yes

ASC-7: ASC Facility Volume Data

	Aggregate Count
Eye	0
Gastrointestinal	0
Genitourinary	0
Musculoskeletal	0
Nervous	0
Respiratory	0
Skin	0
Multi-System	0

Submission Status:
 Yes

ASC-9: Endoscopy: Follow-up Interval for Average Risk Patients
 ASC-10: Endoscopy: Interval for Patients with History of Polyps
 ASC-11: Cataracts: Improvement in Patient's Visual Function
 (Voluntary)

	Numerator	Denominator	Percentage	Submission Status:
ASC-9: Endoscopy: Follow-up Interval for Average Risk Patients	0	0		Yes
ASC-10: Endoscopy: Interval for Patients with History of Polyps	0	0		Yes
ASC-11: Cataracts: Improvement in Patient's Visual Function (Voluntary)	0	0		Yes

HAI Measures:

ASC-8: Influenza Vaccination Coverage among Healthcare Personnel

Submission Status:
 No

¹The "Total Number of Claims with QDC" field displays a count of claims containing at least one Quality Data Code (QDC) relevant to each of the required measures.
 **Disclaimer: This report does not confirm or deny whether an ASC qualifies for the full annual payment update.

ATTACHMENT 13

HOLY CROSS HOSPITAL

PATIENT TRANSFER AGREEMENT

This PATIENT TRANSFER AGREEMENT ("Agreement") is made this 1st day of August, 2011, by and between **HOLY CROSS HOSPITAL OF SILVER SPRING, INCORPORATED**, a Maryland corporation (the "Hospital"), and Maryland Surgery Center for Women, LLC, a Maryland corporation (the "Center").

WHEREAS, the Center's patients are periodically in need of acute-care services; and

WHEREAS, the Hospital provides acute-care services and is willing to provide such services to the Center's patients; and

WHEREAS, both parties to this Agreement seek to assist physicians in their treatment of patients by insuring continuity of care and treatment appropriate to the needs of each patient; and

WHEREAS, the Center needs assurance of a referral mechanism to provide inpatient and outpatient acute-care services to its patients.

NOW, THEREFORE, in consideration of the common aims, interests and mutual advantages accruing to the parties, the Hospital and the Center covenant and agree as follows:

1. The above recitals are specifically incorporated by reference and hereby made a part of this Agreement.
2. The governing authorities of the Hospital and the Center shall have exclusive control of the management, assets, and affairs of their respective institutions. Neither party by virtue of this Agreement assumes any liability for any debts or obligations of any nature incurred by the other party to this Agreement. Neither party will assume responsibility for the care rendered to Center patients by the other institution.
3. In the event that the Center has a patient who is in need of acute-care services, it will contact the Hospital. If the patient is in need of emergency services, and if the Hospital has the current capability to provide those services, the Center shall arrange for ambulance transportation to the Hospital, where the patient will be evaluated by a physician in the Hospital's Emergency Department or admitted directly by the patient's attending physician. The transfer of any such patients from the Center to the Hospital will be effected in accordance with federal and state law and regulations. The Center and the Hospital mutually agree to exercise their best efforts to provide for prompt care of these patients at the Hospital.

4. When a Center patient is no longer in need of hospital acute-care services, patient will be discharged, transferred to another facility, or transferred back to Center, according to patient's medical condition and consent.

5. It shall be the responsibility of the patient's attending physician or the physician who authorizes transfer to determine the safest and most appropriate means to transfer the patient. The transferring entity will provide or arrange for appropriate transportation and shall pay any associated transfer costs (unless such costs are paid by the patient and/or applicable third-party payor). The transferring party shall be responsible for notifying the other party of the impending transfer and providing explanations of the reason for the transfer and any alternatives to the transfer to the patient or the patient's legal surrogate, as well as obtaining approval for the transfer from such patient or surrogate. The transferring and receiving facilities shall conduct all transfers under this Agreement in compliance with all applicable federal and/or State and/or accreditation requirements which govern the transfer of patients. Neither party will use the patient's inability to pay or source of payment for the patient as a reason to transfer the patient.

6. The transferring facility will provide a copy of all applicable and appropriate medical records. If the patient is being transferred by the Center to the Hospital, this shall include records related to the patient's emergency medical condition, history and physical, observations of signs or symptoms, preliminary diagnosis, treatment provided, x-rays, results of any tests, written informed consent to the transfer (if applicable), copies of any relevant consent forms that the patient may have signed, information as to next-of-kin, and any advance directives believed by the Center to be currently in effect. A medication schedule for the previous 12 hours, if applicable, with dose and administration should be provided. These records should accompany the patient at the time of the transfer. For an emergent patient, the medical record may be faxed (within one hour) if time does not allow for photocopying. For Center patients or patients being discharged by the Hospital back to the Center, the Center shall be entitled to request such medical records information as shall be reasonably required for ongoing care of the patient/patient.

7. As soon as a transfer has been made, it shall be the responsibility of the transferring facility to advise the financially responsible party or agency of the transfer. Each party to this Agreement is solely responsible for all matters pertaining to billing and collecting its own patient charges. Neither party shall have any liability to the other for such charges nor shall be liable for any debts, obligations or claims of a financial or legal nature to the other party except as specifically set forth in this Agreement.

8. Both parties to this Agreement represent that they will be continuously and adequately covered by professional liability insurance (at least \$1,000,000 per occurrence/\$3,000,000 in the aggregate), as well as by general liability insurance (at least \$100,000 per occurrence/\$300,000 in the aggregate). In addition, each party shall carry adequate worker's compensation insurance for its employees. All such insurance shall be considered primary, and copies of the certificates evidencing coverage shall be sent directly by each party's insurance company to the other party upon execution of this Agreement and promptly upon reasonable

request at other times. All such insurance shall be purchased from a carrier admitted to sell such insurance in Maryland; however, an adequate program of self-insurance program may be accepted in lieu of commercial insurance. Each party agrees to immediately notify the other of any actual or intended changes, cancellation, or intended diminution of any insurance to be provided pursuant to this Section, and of the filing of any claims or suits arising out of professional services rendered pursuant to this Agreement.

9. The parties agree that they will provide strict confidentiality with regard to all medical, business or other records generated in accordance with this Agreement. Each party agrees to comply with all applicable requirements of Maryland and federal law regarding patient health information. During their relationship with the Hospital, the Center's employees, contractors, and/or other agents (collectively, the "Agents") may be granted access to patient information maintained by the Hospital. The Center agrees that all information obtained by its Agents concerning the Hospital and its patients is strictly confidential ("Confidential Information"). Confidential Information includes, but is not limited to, patient-care-related information, passwords to the Hospital's computers, and information concerning any aspect of the Hospital's operations. The Center shall fully instruct its Agents regarding their obligations with respect to Confidential Information. On behalf of itself and its Agents, the Center agrees to report immediately to the Hospital any unauthorized use, duplication, and/or dissemination of Confidential Information by any person, including its Agents.

10. Center represents and warrants that currently, and throughout the term of this Agreement (including any extended term) it has not been listed by a Federal agency as suspended, debarred, excluded, or otherwise ineligible for Federal program participation (including as reflected on the Cumulative Sanctions Report of the United States Health and Human Services Office of the Inspector General, or the United States General Services Administration's list of Parties Excluded from Federal Procurement and Non-Procurement Programs). Any breach of this representation and warranty shall result in immediate termination of this Agreement, in addition to any other available remedies.

11. Nothing in this Agreement shall be construed as limiting the rights of either party to affiliate or contract with any other institution for similar services while this Agreement is in effect.

12. Neither party shall use the name of the other party in any promotion or advertising unless prior written approval of the intended use is obtained from the party whose name is to be used.

13. This Agreement supersedes any relevant prior agreements between the parties. This Agreement may be modified or amended from time to time by mutual agreement of the parties and such modifications or amendments shall be attached to and become part of this Agreement. This Agreement may not be assigned by either party without the prior written consent of the other. This Agreement shall be construed and enforced in accordance with the laws of the State of Maryland (excluding its conflict of laws provisions).

14. Neither party to this Agreement shall be entitled to compensation from the other party for any services provided under this Agreement.

15. All notices hereunder shall be in writing and shall be deemed to have been duly given if delivered in hand or sent by registered or certified mail, postage prepaid, return receipt requested, to each party at the address set forth below. Either party may designate a different address by written notice given in the manner provided herein.

If to the Hospital: Holy Cross Hospital
 1500 Forest Glen Road
 Silver Spring, Maryland 20910
 Attention: Legal Services Department

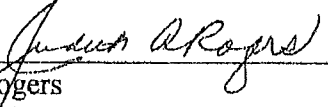
If to the Center: Maryland Surgery Center for Women, LLC
 11400 Rockville Pike C-25
 Rockville, Maryland 20852
 Attention: Brooke Smith

16. This Agreement shall commence as of the date set forth above and shall continue in effect until it is terminated by either party. This Agreement may be terminated at any time by an authorized representative of the parties to this Agreement by providing the other party with 15 days' prior written notice. However, this Agreement shall be automatically terminated if either party has its license to operate revoked by the State of Maryland or by the federal government, its ability to participate in the Medicare and/or Medicaid programs is terminated, or if it loses accreditation by the Joint Commission.

17. This Agreement is subject and subordinate to the requirements of applicable law and any governmental agency having jurisdiction. The parties recognize that governmental laws and regulations that may govern the parties' actions under this Agreement may change from time to time. In the event of such change, the parties agree that they shall negotiate in good faith to modify the terms of this Agreement to the extent and in a manner reasonably necessary or desirable to accommodate any such governmental action. In the event that mutually acceptable modifications cannot be agreed upon within 60 days after the commencement of the negotiations, this Agreement may be deemed to be unenforceable and may terminate automatically 30 days thereafter upon notice given by either party.


IN WITNESS WHEREOF, the authorized representatives of the parties to this Agreement have caused their respective principal's name to be subscribed to this Agreement.

HOLY CROSS HOSPITAL OF SILVER SPRING, INCORPORATED

By: 
Judith Rogers
Vice President Patient Care Services and CNE

Date: 8-8-11

MARYLAND SURGERY CENTER FOR WOMEN, LLC

By: 
Title: Administrator

Date: 7-20-11

ATTACHMENT 14

Policy Title:	HOSPITAL Patient Transfer		
Approved:	2/22/2018	Page:	1 of 2
Retired:	[Effective Date End]		

POLICY:

The Center has a procedure for immediate transfer to a local hospital for patient requiring emergency medical care beyond the capabilities of the Center. The hospital is a local Medicare participating hospital or a local non-participating hospital that meets the requirements for payment for emergency services under §482.2 of 42CFR. OR All physicians performing surgery/procedures at the Center have admitting privileges at a hospital that meets the requirements of §482.2 of 42CFR.

Local hospitals are those in the closest proximity to the Center. Emergency transfers will ordinarily be made to the hospital with which the Center has a current arrangement to meet the requirements of §416.41(b)(2) and (3). If the closest hospital cannot accommodate the patient specific circumstance, it is expected that the Center would transfer the patient to a farther hospital that can meet the patient needs.

PURPOSE:

To provide a means of transfer and admission of patients when the need arises for continuation of care

PROCEDURE:

A patient is a candidate for emergency transfer when their condition requires an additional level of care beyond the scope of the Center.

When the need for transfer is established, a written order for transfer is obtained from the physician.

The mode of transportation as ordered by the physician is contacted. 911 is an acceptable means of transport in emergency situations

In non-emergent transfer situations private transfer or transfer by contracted ambulance service is acceptable as ordered by the physician.

The Center Leader is notified of need for transfer.

The patient and/or family is notified of the need to transfer, and need for further care or treatment services.

The Physician calls the referring / admitting physician (if applicable).

The receiving hospital is notified of the transfer and necessary information is provided. Documentation is provided on the Hospital Transfer form.

Policy Type:	EP_EMERGENCY PROCEDURES
Center:	Rockville Maryland Multispecialty
Center DBA:	Maryland Surgery Center for Women

May not be valid after 9/12/2018

Policy Title:	HOSPITAL Patient Transfer		
Approved:	2/22/2018	Page:	2 of 2
Retired:	[Effective Date End]		

Copies of the appropriate patient chart items are sent with the patient. See hospital transfer checklist to ensure that all necessary items are sent and that items sent are documented.

The transfer is documented on the Hospital Transfer Log.

A summary of hospitalization is obtained.

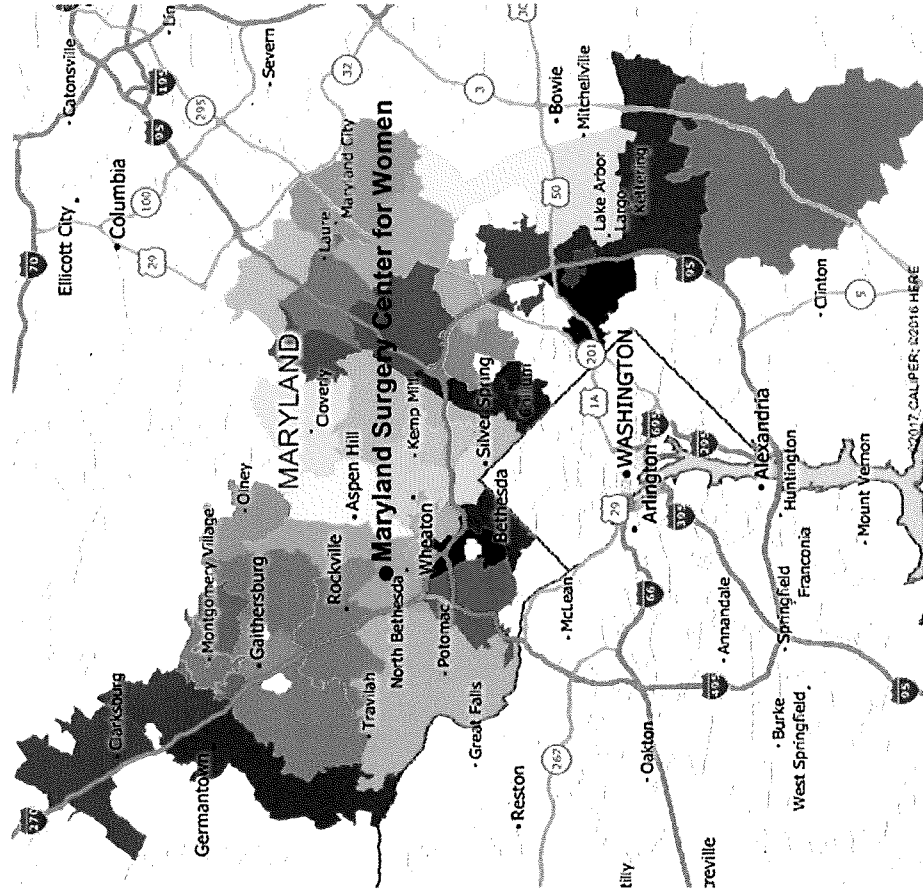
An incident report is completed in the Risk Management Incident Reporting System.

Policy Type:	EP_EMERGENCY PROCEDURES
Center:	Rockville Maryland Multispecialty
Center DBA:	Maryland Surgery Center for Women

May not be valid after 9/12/2018

ATTACHMENT 15

80% Patient Service Area



LEGEND
 5-Digit ZIP Code

State	MSCW [Zip Code]
■	20705
■	20706
■	20707
■	20708
■	20720
■	20721
■	20723
■	20724
■	20740
■	20770
■	20772
■	20774
■	20782
■	20783
■	20785
■	20814
■	20815
■	20817
■	20832
■	20850
■	20851
■	20852
■	20853
■	20854
■	20855
■	20866
■	20871
■	20874
■	20876
■	20877
■	20878
■	20879
■	20886
■	20895
■	20901
■	20902
■	20903
■	20904
■	20905
■	20906
■	20910
■	20912

Source: Center Billing; Maptitude

AMSURG

ATTACHMENT 16

TABLE H. WORKFORCE 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 unaffiliated projections in Tables F and G.

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 G, if submitted).	FTEs	Average Salary per FTE	Total Cost	FTEs	Total Cost (should be consistent with projections in Table G)
1. Regular Employees											
<i>Administration (List general categories, add rows if needed)</i>											
Administrator	1.0	\$120,000	\$120,000			\$0			\$0	1.0	\$120,000
Office Manager	1.0	\$58,500	\$58,500			\$0			\$0	1.0	\$58,500
Billing Specialist	1.0	\$56,784	\$56,784			\$0			\$0	1.0	\$56,784
Verifications Specialist	1.0	\$50,440	\$50,440			\$0			\$0	1.0	\$50,440
Total Administration	4.0		\$285,724			\$0			\$0	4.0	\$285,724
<i>Direct Care Staff (List general categories, add rows if needed)</i>											
OR nurse	1.0	\$105,040	\$105,040	1.0	\$93,600	\$93,600			\$0	2.0	\$198,640
Recovery Nurse	2.0	\$82,160	\$164,320	0.5	\$82,160	\$41,080			\$0	2.5	\$205,400
Pre Op Nurse	2.0	\$67,600	\$135,200	0.5	\$67,600	\$33,800			\$0	2.5	\$169,000
Surgical Technologist	1.5	\$61,360	\$92,040	0.5	\$61,360	\$30,680			\$0	2.0	\$122,720
Medical Assistant	1.0	\$43,264	\$43,264	0.0	\$40,000	\$0			\$0	1.0	\$43,264
Total Direct Care	7.5		\$539,864	2.5		\$199,160			\$0	10.0	\$739,024
<i>Support Staff (List general categories, add rows if needed)</i>											
Materials Manager	1.0	\$53,040	\$53,040			\$0			\$0	1.0	\$53,040
Sterile Processing Technician	1.0	\$35,360	\$35,360			\$0			\$0	1.0	\$35,360
						\$0			\$0	0.0	\$0
						\$0			\$0	0.0	\$0
Total Support	2.0		\$88,400			\$0			\$0	2.0	\$88,400
REGULAR EMPLOYEES TOTAL	13.5		\$913,988			\$199,160			\$0	16.0	\$1,113,148
2. Contractual Employees											

TABLE H. WORKFORCE INFORMATION

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		\$0
				\$0				\$0		0.0		\$0
Total Administration				\$0				\$0		0.0		\$0
Direct Care 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		\$0
Total Direct Care Staff				\$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		\$0
Total Support Staff				\$0				\$0		0.0		\$0
CONTRACTUAL EMPLOYEES TOTAL				\$0				\$0		0.0		\$0
Benefits (State method of calculating benefits below):												
TOTAL COST	13.5		\$913,988	0.0		\$199,160	0.0	\$0				\$1,113,148

ATTACHMENT 17



Stephen Harris
AMSURG
1A Burton Hills Boulevard
Nashville, TN 37215

October 2, 2018

To whom it may concern:

In conjunction with the Certificate of Need application, we have been asked to address the ability of the center to fund the build out and purchase of equipment. The ambulatory surgery center's average cash balance in excess of working capital requirements exceeds the \$185,000 needed for the project.

Year to date 8/31/18, the Maryland Surgery Center for Women, LLC has cash collections of \$3,943,844 and operating expenses over the same time period totaling \$2,020,729. As of 8/31/18, excess cash of \$2,001,555 has been distributed to the surgery center partners.

Based on 2018 collections and expenses, the surgery center continues to have an acceptable level of excess cash on a monthly basis. Considering this information, the Maryland Surgery Center for Women, LLC has the funds to pay for the additional renovation and equipment costs associated with converting a procedure room to an OR.

Sincerely,

A handwritten signature in black ink, appearing to read "S. Harris", with a long horizontal flourish extending to the right.

Stephen Harris
Vice President, Financial Services

ATTACHMENT 18

Rammy Alam, D.O.
Nawraz Alan, M.D.
Ryan Barton, M.D.
Radhika Bommakanti, M.D.
Gabrielle Brown M.D.
Beth Childs, M.D.
Sara Depew, M.D.
Warren Eng, M.D.
Vanessa Fenner, M.D.
Robert Freeman, M.D., Ph.D.
John Garcia, M.D.
Talal Ghazal, M.D.
Samrawit Goshu, M.D.
Eugene Grosvenor, M.D.
John Huffman, M.D.
Jill Jani, M.D.
Frank Johnson, M.D.
Navin Kadambi, M.D.
Krystle Leacock, M.D.

Holy Cross Anesthesiology Associates, PA

2730 University Blvd Suite 104
Silver Spring, Maryland 20902
Phone (301) 942-8799
Fax (301) 933-8554

Allan Lesser, M.D.
Henry Lue, M.D.
Aline Nguyen, M.D.
Hector Nicodemus, M.D.
Jean Parker, M.D.
Valerie Pate, M.D.
Jonathan Perry, M.D.
Ngoc Kim Pham, M.D.
Anne Riley, M.D.
Clay Risk, M.D.
Sanyogeeta Sawant, MD
Aida Tesfaye-Kedjela, M.D.
Jason Thomas, M.D.
Sarah Uddeen, M.D.
Benjamin Vaghari, M.D.
Daniela Wiggins, M.D.
Welby Wu, M.D.
Michael Yun, M.D.
Eric Zelman, M.D.

26 September 2018

To: Maryland Health Care Commission

From: Holy Cross Anesthesiology Associates, PA

Re: Maryland Surgery Center

11400 Rockville Pike, Suite C25, Rockville, MD 20852

On behalf of Holy Cross Anesthesiology Associates, PA, I am writing in support of Maryland Surgery Center's ("MSC's") application for a Certificate of Need ("CON") for another operating room ("OR") at its facility. HCAA is familiar with the operations at MSC and its need for another operating room because HCAA has served as the sole anesthesia provider at MSC for nearly seven years. Granting MSC's application for a CON for a second OR would greatly expand patient access to surgical services in ambulatory care settings in Montgomery County and would benefit patients.

By way of background, MSC is a remarkably efficient, well-run facility that delivers a high standard of clinical care to patients and is a model for ambulatory surgery centers for its exceptional teamwork, superb patient care and family interactions in the pre- and post-operative areas, and excellent quality of surgical care in the operating room and procedure room. Our anesthesiologists look forward to working at MSC when assigned to that location. The center and its staff consistently receive high scores in patient satisfaction surveys. Accreditation reviews have resulted in high praise, as well.

Granting MSC a CON would enhance patient access to care. The volume of laparoscopic cases at MSC has increased significantly in recent years. The administrators and staff have done this by efficiently scheduling cases vertically and horizontally in the OR and procedure room, extending hours with earlier start times and later end times, improving OR turnover, hiring more staff, and working on Saturdays. Even with these efforts, MSC has nearly maximized its capacity for performing all cases, but particularly for high-acuity cases.

The physicians who perform cases at MSC and the many patients who want to receive care at MSC would thus benefit from having another OR into which the OR schedule can be spread out and decompressed. Another OR would make a significant positive impact on the efficiency of this already efficient center. Gynecologists and

other specialty surgeons would be able to bring more cases, and all cases could be reasonably expected to start and finish, including recovery time, during regular hours. Obviously, this would improve their patients' experience in many ways, including:

- * Decreasing the length of time that patients have to fast while waiting for their procedures;
- * Facilitating the time that patients' family members now spend waiting late into the evening for the patient to be ready for discharge; and
- * Minimizing the need for MSC staff and physicians to work late, as now occurs, with concomitant benefits to patient safety.

Moreover, from an anesthesia perspective, the flexibility created by having another OR would allow for movement of cases without major disruption of the schedule, should it be determined that a patient initially scheduled in the procedure room would be more appropriate for the OR.

The addition of another anesthesia machine would be invaluable in increasing patient safety, as well. Simply having the option to convert longer intravenous sedation cases to general anesthesia cases with a full-scale anesthesia delivery system and monitoring would also open many opportunities for improving scheduling efficiency, particularly with the rising volume of increasingly complex procedures being performed at MSC.

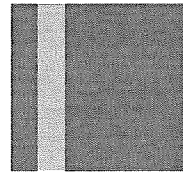
In summary, for all of these reasons, Holy Cross Anesthesiology Associates fully supports Maryland Surgery Center in its request for a CON for a second Operating Room.

Sincerely,

Hector F. Nicodemus, MD

Board Member, Holy Cross Anesthesiology Associates, PA

Yuri Prikoupenko, MD
Surgical and Office Gynecology, LLC
11125 Rockville Pike, Suite 107; Rockville, MD 20852



September 27, 2018

To Whom This May Concern:

This letter is written to support expansion for Maryland Surgery Center for Women. I have been operating in this center since 2011. This center provides excellent patient care. My patients and I have been very happy with their services. Recently, number of doctors using the center have expanded, as more doctors have come to recognize its excellence and convenience for both physicians and patients. Therefore, it has become more difficult to schedule surgical cases. The center needs to continue to grow to accommodate demands of community physicians and their patients.

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

Sincerely,

Yuri Prikoupenko, MD





CAPITAL
WOMEN'S
CARE

THOMAS EBB, M.D., F.A.C.O.G.
BRAD NORMAN, M.D., F.A.C.O.G.
TAMARA COMES, M.D., F.A.C.O.G.
ROY KHOURY, M.D., F.A.C.O.G.
NICOLE DEQUATTRO, M.D., F.A.C.O.G.
MICHELLE KILLEN, M.D., F.A.C.O.G.
MELINDA MUNSIE, M.D., F.A.C.O.G.
SHEILA J. BENNETT, CNM
FRANCIS KNOLL, CNM
LISA LEVIN, PA-C

September 24, 2018

To Whom It May Concern,

This letter is in support of Maryland Surgery Center for Women's efforts to convert a procedure room into a second operating room. The Maryland Surgery Center for Women has exhausted all other options, ie, maxing out the procedure room, expanding hours, days of operations, and hiring extra staff. Our division has a continuously rising number of cases that require the operating room. We and our patients are extremely satisfied with the care received at the Maryland Surgery Center for Women.

Please consider allowing the Maryland Surgery Center for Women a second operating room.

Sincerely,

Brad Norman, MD

SPECIALIZING IN OBSTETRICS & GYNECOLOGY

1400 FOREST GLEN ROAD * SUITE 525 * SILVER SPRING, MD 20910 * (301) 593-8101 * Fax (301) 593-1537

7350 VAN DUSEN ROAD * SUITE 470 * LAUREL, MD 20707 * (301) 490-8882 Fax (301) 490-8889

Dear Brooke,

I am writing a brief note in support of our efforts to expand and improve our surgery center. I am representing 8 surgeons who utilize MSCW and all of the happy patients who have had excellent care there over the past 10 years.

Times change and we as a group have expanded our reach to more surgeons and the procedures are more complex.

We need a second operating room to facilitate the care we render.

Thank you for listening,

Richard Margolis M.D.

Sent from my iPhone

Confidentiality Notice:

The text above and any documents accompanying this email contain confidential information that is legally privileged. This information is intended only for the use by the direct addressee(s) of the original sender. If you are not the intended recipient of the original sender, you are hereby notified that any disclosure, copying, distribution, or action taken in reliance on the information is strictly prohibited. If you have received this email in error, please notify the Capital Women's Care Privacy Officer at PRIVACYOFFICER@CWCARE.NET and delete any copies of this email in your possession.

Thank You



CAPITAL
WOMEN'S
CARE

CRAIG A. DICKMAN, M.D., F.A.C.O.G.
JILL J. LADD, M.D., F.A.C.O.G.
STEVEN S. MAGGID, M.D., F.A.C.O.G.
BARBARA J. BUTLER, M.D., F.A.C.O.G.
CORLISS D. NEWHOUSE, M.D., F.A.C.O.G.
V. ASHOK RANGNATH, M.D., F.A.C.O.G.
DAVID A. WAGAR, M.D., F.A.C.O.G.

9/24/18

To Whom It May Concern:

Our practice of 6 OB/GYN's have been using the Maryland Surgery Center for Women for many years. The volume of surgeries has been expanding way beyond capacity for several reasons:

1. The commercial insurance industry has preferred outpatient surgery centers for better pricing rather than in hospital procedures.
2. Our surgery center has become popular among patients and physicians for its efficiency, expertise and excellent patient care.

This increase volume has caused us to do surgeries on weekends, start case at 6:00am and do cases in the early evening. This has resulted in overtime pay for staff and patient inconvenience. It has created stress on the Maryland Surgery Center for Women. We are concerned about our commitment to be the best.

We therefore support the application for another general anesthesia room so we can properly support good patient care in an efficient, competent environment for all.

We thank you for the above considerations.

Sincerely,

Craig A. Dickman, M.D., F.A.C.O.G.

SPECIALIZING IN OBSTETRICS, GYNECOLOGY AND INFERTILITY

2301 RESEARCH BOULEVARD • SUITE 215 • ROCKVILLE, MD 20850 • (301) 424-3444 • FAX (301) 926-0655

10801 LOCKWOOD DRIVE • SUITE 290 • SILVER SPRING, MD 20901 • (301) 593-5595 • FAX (301) 754-0947



CAPITAL
WOMEN'S
CARE

DARRYN M. BAND, M.D., F.A.C.O.G.
LAURIE S. Y. TYAO, M.D., F.A.C.O.G.
M. HEATHER SINE, M.D., F.A.C.O.G.
TONY RESTA, M.D., F.A.C.O.G.
RANDOLPH LIZARDO, M.D., F.A.C.O.G.
ANNE B. SHROUT, M.D., F.A.C.O.G.
BETH L. SOSIN, M.D., F.A.C.O.G.
JENNIFER W. LIN, M.D.
STACEY T. HERSH, C.R.N.P.

9/24/2018

RE: Certificate of Need for Maryland Surgery Center

To Whom It May Concern:

I am a member the division of Capital Women's Care that has two of the three busiest surgeons at Maryland Surgery Center and has a total of six surgeons utilizing the center. We have transitioned the great majority of our "large" cases (hysterectomies and myomectomies) to the outpatient setting. We have found this significantly more efficient than the hospital setting and have improved patient satisfaction with lower costs.

We now though find ourselves having difficulty scheduling our cases in a timely manner as volumes have risen. A second OR in which we could perform general anesthesia cases would allow us to accommodate the increased patient load and continue improving our patient satisfaction and outcomes.

Thank you.

Sincerely,

George A. Resta MD

SPECIALIZING IN OBSTETRICS, GYNECOLOGY AND INFERTILITY
WWW.CWC-MDOBGYN.COM

10313 GEORGIA AVENUE • SUITE 202 • SILVER SPRING, MD 20902 • (301) 681-9101 • FAX (301) 681-3525
15225 SHADY GROVE ROAD • SUITE 306 • ROCKVILLE, MD 20850 • (301) 869-7644 • FAX (301) 869-5793



CAPITAL
WOMEN'S
CARE

THOMAS EIN, M.D., F.A.C.O.G.
BRAD NORMAN, M.D., F.A.C.O.G.
TAMARA COATES, M.D., F.A.C.O.G.
ROY KHOURY, M.D., F.A.C.O.G.
NICOLE DEQUATTRO, M.D., F.A.C.O.G.
MICHELLE KLEIN, M.D., F.A.C.O.G.
MELINDA MUNSON, M.D., F.A.C.O.G.
SHELLA J. BENNETT, CNM
FRANCES KNOLL, CNM
LISA LEWIS, PA-C

September 24, 2018

To Whom It May Concern,

This letter is in support of Maryland Surgery Center for Women's efforts to convert a procedure room into a second operating room. The Maryland Surgery Center for Women has exhausted all other options, ie, maxing out the procedure room, expanding hours, days of operations, and hiring extra staff. Our division has a continuously rising number of cases that require the operating room. We and our patients are extremely satisfied with the care received at the Maryland Surgery Center for Women.

Please consider allowing the Maryland Surgery Center for Women a second operating room.

Sincerely,

Brad Norman, MD

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7350 VAN DUSEN ROAD • SUITE 470 • LAUREL, MD 20707 • (301) 490-8882 FAX (301) 490-8889



CAPITAL
WOMEN'S
CARE

Dr. Eric M. Ashkin
Dr. Leslie B. Masiky
Dr. Adam S. Footer
Dr. Aliya P. Poshni

"Working Together for Women's Health"

9/21/18

In support of our application for a certificate of need:

Our division at Capital Women's Care utilizes the Maryland Surgery Center. Currently due to the volume of laparoscopic cases, and high acuity cases, we are finding that there is a notable lack of scheduling flexibility. We would benefit greatly from a second Main OR room that would enable us to more routinely schedule these cases at appropriate times earlier in the day. This will benefit our patients and their families who are supporting them at home after these outpatient procedures. In opening a second main operating room we will better serve our population of patients with expert minimally invasive surgery, in a more favorable time frame.

Thank you for your consideration.

Sincerely,

Eric Ashkin M.D.

2301 Research Boulevard Suite 210 Rockville, Maryland 20850
Phone 301-569-6301 Fax 301-569-6415

Carolyn Jacobs

From: Brooke Smith <BSmith@capsc.us>
Sent: Wednesday, September 26, 2018 3:46 PM
To: Carolyn Jacobs; Brent Longenecker
Subject: Physician letter Fwd: MD Surgery Center: Conversion of Procedure Room to Second OR

Brooke Smith, CASC
Administrator, Maryland Surgery Center for Women

Begin forwarded message:

From: Robert Levitt <rlevitt@mac.com>
Date: September 26, 2018 at 2:44:26 PM CDT
To: Brooke Smith <BSmith@capsc.us>
Subject: MD Surgery Center: Conversion of Procedure Room to Second OR

To Whom It May Concern;

As the Managing Partner of a seven physician OB-GYN practice in Capital Women's Care, I am writing to support the request of the MD Surgery Center to convert an existing Procedure Room to a full OR.

This conversion will allow for much needed Operating Room availability to better serve our physicians and patients.

The Center has already done what it can to open up further OR time (early mornings, evenings and Saturdays), but, despite this, a large backlog of cases keeps increasing. The nature of the cases (hysterectomy, laparoscopic cases, etc) has expanded in the world of gynecologic surgery and requires the additional facilities.

As a physician who has used the MD Surgery Center for many years, I encourage you to approve this conversion which will enable us to schedule many more cases. Everyone at the MD Surgery Center continues to strive to provide superb service to our community and to maintain the highest standard of medical care.

Thank you for your consideration of this important matter.
Please do not hesitate to contact me if you require additional information.

Most sincerely,

Robert H Levitt, MD
Managing Partner
Capital Women's Care
Division 27

obgyncwc.com

rlevitt@mac.com

301.520.5487 C

301.681.3400 x 303 O